

# NCC Service Order

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This FCRA GLBA PRODUCT SERVICE ORDER (this “Service Order”) is by and between NATIONAL CREDIT CENTER, INC., a Delaware corporation (“NCC”), and the undersigned client and each Affiliate of the undersigned client who purchases Consumer Reports as set forth on Schedule A – Client Service Order (“Client”). This Service Order is attached to and incorporated into the Master Services Agreement (the “MSA”), between NCC and Client. NCC and Client are referred to herein collectively as the “Parties” and each singularly as a “Party”. References to this “Service Order” shall be deemed to be references to this Service Order as the same is incorporated into, and forms a part of, the MSA. Capitalized terms used but not defined herein shall have the meanings assigned in the MSA.

**1. Purchase and Sale.** Subject to the terms and conditions of this Service Order and the MSA, Client agrees to purchase, and NCC agrees to sell consumer reports including the products set forth on Schedule A to this Service Order and incorporated herein (“Consumer Reports”). NCC may cease providing Consumer Reports as set forth in the MSA and this Service Order.

**2. Client Certifications.** Client warrants and represents that it is not engaged in nor will it engage in any of the following business during the term of this Agreement: (i) adult entertainment; (ii) business operating out of an apartment or residence; (iii) attorney or law office; (iv) bail bonds services; (v) check cashing services; (vi) credit counseling or credit repair; (vii) dating service; (viii) financial counseling; (ix) genealogical or family heir research services; (x) massage services; (xi) missing children location services; (xii) pawn shop; (xiii) detective services; (xiv) any individual wishing to perform investigations for private use; (xv) third party repossession services; (xvi) spiritual counseling services; (xvii) subscription services; (xviii) tattoo services; (xix) time share services; (xx) insurance claims. Client further represents and warrants that it is familiar with and will comply with all applicable consumer financial protection laws, all applicable requirements of the Fair Credit Reporting Act (“FCRA”), 15 USC Section 1681 et seq., the Federal Equal Credit Opportunity Act, the Gramm-Leach-Bliley Act and any amendments to them, all state law counterparts of them, all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer. In addition, Subscriber shall not engage in any unfair, deceptive, or abusive acts or practices.

**3. FICO Scoring Certifications.** Client hereby understands and agrees to the following terms and conditions regarding the use of Consumer Reports and reason codes obtained through NCC and the credit repositories:

3.1 Notwithstanding any contrary provision of this Service Order, Client may disclose the Consumer Reports provided to Client under this Service Order to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.

3.2 Client agrees to comply with all Applicable Law with respect to use of the Consumer Reports and reason codes purchased from NCC and certifies that it has permissible purpose under the FCRA to obtain said score information. Client agrees to limit its use of the Consumer Reports and reason codes to its own business and will not sell transfer, license or distribute Consumer Reports or reason codes to third parties. Client agrees to maintain security procedures to minimize the risk of disclosure of Consumer Reports to employees without a legitimate need to know.

3.4 Client will not, and will not permit its employees, agents or subcontractors to, in any manner, directly or indirectly, discover or reverse engineer (or attempt to discover or reverse engineer) any confidential and proprietary criteria developed or used by Fair Isaac in performing the Fair Isaac Model.

3.5 Fair Isaac has warranted to NCC that the Fair, Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Fair Isaac Model is applied is similar to the population sample on which the Fair Isaac Model was developed, the Fair Isaac Model score may be relied upon by End Users to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to End Users. Fair Isaac has further warranted to NCC that so long as it provides the 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 Fair Isaac have given NCC with respect to the Fair Isaac model and such warranties are in lieu of all other warranties, express or implied, Fair Isaac might have given NCC with respect thereto, including, for example, warranties of merchantability and fitness for a particular purpose. NCC and each respective Client's rights under the foregoing Warranty are expressly conditioned upon each respective Client's periodic revalidation of the 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.).

**4. Permissible Purpose Use.** Client represents and warrants to NCC that it is engaged in consumer lending and it has a "permissible purpose" under the FCRA to request and use Consumer Reports in connection with a requested bona fide extension of credit from the applicant consumer. Client will order Consumer Reports only for its exclusive use, solely for the purpose(s) of (1) Pre-screening applicants for credit; and/or (2) 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. Client certifies that it will only request Consumer Reports for the permissible purpose(s) certified above and for Client's exclusive authorized use. Client further certifies and agrees that all Consumer Reports requested will be held in strict confidence except to the extent that disclosure to

others is required or permitted by Applicable Law. Only designated and authorized representatives of Client will request Consumer Reports on behalf of Client. Client shall prohibit its employees from obtaining Consumer Reports on themselves, associates or any other Persons except in the exercise of their official duties. Client will not disclose information from Consumer Reports to the subject of the report or any third party except as permitted herein or required by law, but will refer the subject to the applicable credit bureau(s). Client agrees to implement appropriate procedures so that only employees with adequate training regarding the requirements of the FCRA and other Applicable Law have access to Consumer Reports. THE FCRA STATES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES UNDER TITLE 18, SHALL BE FINED, IMPRISONED OR BOTH.

**5. Consumer Records.** Client will obtain authorization, written or verbal, from each person on whom a Consumer Report is ordered (each, a “Subject”), prior to ordering a Consumer Report on such Subject, and will maintain all such written or verbal authorizations on file, whether physical or electronic, for a period no less than sixty (60) months from the date the authorized credit report inquiry was processed per the terms of the Federal Equal Credit Opportunity Act (“ECOA”). Thereafter Client shall dispose of such consumer records in accordance with all applicable provisions of the FCRA and all other Applicable Law. During the retention period, Client will make available to NCC and/or any of the credit bureaus, copies of any and all consumer credit report authorizations or related purchase/sales agreements, if applicable, as may be requested from time to time. Client agrees that NCC or representatives of the credit bureaus, upon reasonable notice, may conduct audits of Client’s compliance with the FCRA and requirements of the Agreement, and Client agrees to provide reasonable cooperation in connection with such audits. Client further agrees to provide additional information and documentation as requested for required compliance certification. When conducting an investigation, particularly following a consumer complaint that Client impermissibly accessed their credit report, NCC and/or any of the credit bureaus will contact Client and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract. Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.

**6. Additional Terms Applicable to Equifax Services.** Exhibit [A] contains additional terms applicable to the Equifax Services provided to Client under this Service Order, as required by Equifax. In the event of any conflict between Exhibit [A] and the terms of this Service Order, Exhibit [A] shall control with respect to Equifax Services provided by NCC.

**7. Term.** The Service Term for this Service Order shall be a period of three (3) years from and after the date of this Service Order; provided that upon expiration of the initial three (3) year period, the Service Term shall automatically renew and continue in full force and effect for successive periods of three (3) years thereafter unless Client provides Notice in writing to

NCC no less than sixty (60) days prior to the renewal date of its intent to terminate the Service Term. Client hereby agrees to use NCC as its primary exclusive provider of Consumer Reports during the Service Term. NCC may immediately terminate or suspend its obligation to provide Consumer Reports upon written notice to Client when so directed to do so by any credit bureau.

**8. Pricing.** Client agrees to pay the prices outlined in Schedule A to this Service Order specific to each Service provided by NCC under this Service Order. Pricing is subject to change, as set forth in the MSA, Schedule A and as determined by NCC pricing increases in effect.

**9. Indemnification.** Client shall defend, indemnify and hold harmless each NCC Party from and against any and all damages, losses, claims, demands, charges, suits, penalties, costs, expenses and other liabilities, whether known or unknown, whether accrued, absolute, contingent, or otherwise, including court costs and reasonable attorneys' fees ("Losses"), which each NCC Party may incur or may be subjected, arising out of otherwise based upon any breach by Client of any representation, warranty, covenant, or agreement in this Service Order, including any improper publication or disclosure of Consumer Reports, or other misuse of Consumer Reports, or any actions by any Subject or any other third party in connection with any Consumer Reports. Client further agrees to defend, indemnify and hold harmless each credit bureau and their respective agents, employees and representatives from and on account of all Losses arising or resulting from the publishing or other disclosure of Consumer Reports (or information therein) by or through Client, its employees or agents contrary to the conditions of Section 2 or Applicable Law.

**10. Limitation of Liability.** CLIENT UNDERSTANDS THAT THE ACCURACY OF ANY CREDIT REPORT DATA RECEIVED BY CLIENT IS NOT GUARANTEED BY NCC OR THE CREDIT BUREAUS FOR ACCURACY, AND CLIENT RELEASES NCC AND THE BUREAUS, THEIR RESPECTIVE AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, SHAREHOLDERS, AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS FROM LIABILITY, EVEN IF CAUSED BY NEGLIGENCE, IN CONNECTION WITH THE DELIVERY OF ANY CREDIT REPORT INFORMATION/SERVICES AND FROM ANY LOSS OR EXPENSE SUFFERED BY CLIENT RESULTING DIRECTLY OR INDIRECTLY FROM SUCH CREDIT REPORT INFORMATION/SERVICES.

**11. Credit Report Authorization.** The individual signing below hereby expressly authorizes NCC to obtain an individual, investigative consumer credit report for the purposes of evaluating Client's eligibility for new account activation. Should the individual authorizing this credit report wish to receive an additional disclosure regarding NCC's use of this investigative consumer credit report, he or she may contact NCC to request such further information. Upon such request, NCC and/or the applicable credit reporting agency (i.e. any of the three credit bureaus) will be provide this information to Client in accordance with the applicable provisions of the FCRA and/or Applicable

**12. Vermont Fair Credit Reporting Contract Certification.** Client acknowledges that it subscribes to receive various consumer credit report information services from NCC and the credit bureaus in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended and its other state law counterparts. In connection with Subscriber’s continued use of such consumer credit report information services in relation to Vermont consumers, Client hereby certifies as follows:

**Vermont Certification.** Client certifies that it will comply with Vermont law. In particular, Client certifies that it will order information services relating to Vermont residents, that are “credit reports” as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA § 2480e and the rules and regulations promulgated thereunder. Client further certifies that a copy of §2480e of the VFCRA is attached to this Service Order as Exhibit [B] and incorporated herein.

**13. Access Security Requirement Certification.** Client acknowledges and agrees that Client and NCC must work together to protect the privacy and information of consumers. The minimum information security measures set forth below and incorporated herein (“Access Security Requirements”) are designed to reduce unauthorized access to consumer information. It is Client’s responsibility to implement these controls. If Client does not understand these requirements or needs assistance, it is Client’s sole responsibility to employ an outside service provider to assist Client. The repositories reserve the right to make changes to these Access Security Requirements without notification. The Access Security Requirements provided herewith provides minimum baselines for information security. In accessing credit repository data and services, Client agrees to follow the Access Security Requirements.

**14. End User Client End User Certification.**

14.1 By executing Schedule A below, Client hereby certifies that Client is the End User for all credit information accessed through NCC. Client further certifies that Client WILL NOT FURTHER SELL ANY OF THE CREDIT INFORMATION accessed through NCC. The undersigned hereby certifies that they have the authority to enter into this Agreement on behalf of Client, and further acknowledges all terms and conditions and holds responsibility for Client’s adherence to this Agreement. Client agrees to abide by the requirements of the credit repositories and NCC as posted from time to time on the NCC website ([www.nccdirect.com](http://www.nccdirect.com)).

14.2 The information will be requested for exclusive use by Client and Affiliated Entities. “Affiliated Entities” must be listed on Exhibit C to receive services under this Service Order. Affiliated Entities must be controlled by or be under common control of the Client and additional Affiliated Entities may be added upon written notice. By executing this service order below, Client certifies that they have the authority to bind the Client Affiliates set forth on Exhibit C to this Service Order.

14.3 By executing this Service Order below, Client is certifying that Client has read and understands the provided material entitled “Notice to Users of Consumer Reports, Obligations of Users” which explains Client’s obligations under the FCRA as a user of consumer report information. Client is further certifying that it agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act. Client further certifies that it is a “retail seller,” as defined in Section 1802.3 of the California Civil Code and does issue credit to consumers who appear in person on the basis of an application for credit submitted in person.