

07/21/2022

National Credit Center - Master Services Agreement Terms & Conditions

This Master Service Agreement (MSA) governs all National Credit Center (NCC) service order agreements, amendments, and any other contractual documents between NCC and the Client. These documents are referred to collectively as “service documents.”

The service documents along with this MSA contain the terms and conditions under which NCC and all affiliates, subsidiaries, and other business ventures, will provide products and/or services collectively referred to as “services.”

The customer to which NCC will provide services is the signatory specifically identified on the service order agreement that includes but is not limited to its affiliates, subsidiaries, and other business ventures collectively referred to as “Client.” NCC and Client may be referred to individually as “party” or collectively as “parties.”

1). Document Modification

The MSA may be modified from time to time in writing without prior notice to the Client or any other party. The most current version of the MSA is available at <https://www.nccdirect.com/master-services/> and is binding.

2). Sole and Exclusive Provider Clause

NCC shall be the sole exclusive provider to Client of credit reports, credit scores, and products provided through Experian, Equifax, and Transunion.

3). Service Term

- i A service order agreement has a term of three (3) years (initial service term) and shall automatically renew for consecutive three (3) year terms (renewal term) unless terminated sooner in accordance with the termination clause below.
- ii If a term amendment is executed as part of the service order agreement, the term provision in that amendment will govern the service order agreement.
- iii Failure or Refusal to Install Services
 - a. Upon execution of the service documents, Client agrees to cooperate with NCC’s implementation personnel for installation as well as third-party onsite inspectors as required by the Credit Bureaus. Client is hereby bound to the full terms of the executed service documents as well as the MSA.

4). Suspension

NCC reserves the right, in its sole and exclusive discretion and without liability, to suspend services to Client for any default as described below.

5). Termination

- (i) Client may terminate the renewal term and related service order agreement after giving written notice to NCC sixty (60) days prior to the renewal term for annual or multi-year agreements or thirty (30) days prior to the renewal term for month-to-month agreements.
- (ii) After giving reasonable written notice to Client and without any liability to NCC, NCC may immediately terminate any-and-all services to Client for default as described below:

- a. Each of the following shall constitute an event of default under this agreement:
 - i. Client's failure to pay any invoice after the stated due date
 - ii. Client's failure to comply with any Federal or State law
 - iii. Client's failure to comply with any requirement of a credit provider, including but not limited to Experian, Equifax, Transunion, or any of their affiliated companies
 - iv. If Client is seeking to become or has become a subject to any insolvency, bankruptcy proceeding, dissolution, or cessation
 - v. A credit bureau requests NCC to terminate services to Client
 - vi. Client breaches any term or condition of the service documents
- (iii) Client may not exercise a contract termination for convenience in bad faith or based on a clear abuse of discretion. Doing so will be considered a clear breach of the implied covenant of good faith and fair dealings under Nevada Law.

6). Early Termination

- i. Should Client disconnect or otherwise terminate contracted services with NCC prior to the end of the applicable initial or renewal term, Client acknowledges and agrees to pay an early termination fee related to the remainder of the contract term.
- ii. The early termination fee will be calculated by taking Client's average monthly invoice amount (based on NCC's usage reporting) and multiplying that amount by the remaining number of months in the agreement term, starting with the 1st of the month in which the Client stops utilizing NCC's contracted services and ending with the contract term expiration date.
- iii. The early termination fee shall not be less than two hundred and fifty dollars (\$250.00). The early termination fee will be invoiced by NCC at its' discretion following Client's breach.
- iv. The early termination fee amount does not include payment for any outstanding invoices. The outstanding invoice amount as well as the next month's invoice amount (should a termination fall during the middle of a billing cycle) is due separately and Client agrees to pay those invoices in full.

7). Fees, Payments, Late Payment Resolution Process

- i. Client agrees to pay for services pursuant to the service documents subject to price increases without prior notice.
- ii. For services rendered, NCC will invoice Client monthly or as specified on the applicable service documents. Upon receipt, Client agrees to pay each invoice within the stated payment terms in full in available U.S. Dollars via ACH, bank check, or via credit card without setoff, counterclaim, discount, abatement, or demand. Invoices will be sent to the address indicated on the applicable service documents.
- iii. **Late Payment and other Charges:** Any invoice not properly disputed as provided below and not paid in full by the stated date on the invoice shall be subject to a late payment charge of one and one-half percent (1.5%) or twenty-five dollars (\$25.00) per credit bureau report, service and/or solution, whichever is greater, per month on the delinquent account balance until paid in full.
 - a. NCC reserves the right to assess a fee of \$25.00 for any check returned for insufficient funds or not paid when presented for payment.
- iv. **Payment Dispute Process:** The parties agree to use good faith efforts to resolve any payment dispute. All payment disputes must be claimed within ninety (90) days after the due date, or the claim is barred unless manifest error.

- a. In good faith, Client may dispute in writing the amount or appropriateness of any invoiced fee or other charges as follows: Client shall provide written notification to NCC at ncccustomersupport@nccdirect.com of the fee(s) or other charge(s) being disputed along with substantiating documentation and other information reasonably requested by NCC to resolve the dispute. Upon receiving NCC's approval, Client shall remain responsible by the due date for the invoiced amount, excluding the disputed amount.
- b. Absent manifest error or failure to contest fees or charges pursuant to the payment dispute process shall create an irrefutable presumption of correctness of the fees and/or charges. Client shall be deemed to have waived its' dispute rights for the applicable invoice and agree to pay such invoice in full.

8). Confidentiality of Information

- i. The party furnishing the "Confidential Information" and "Intellectual Property" or both to the other party will be the "**Disclosing Party**" and the party receiving such will be the "**Receiving Party**" in this agreement. The term "**Confidential Information**" means all business and technical information, credit bureau data, in whatever form or medium, including without limitation, any proprietary or sensitive information, processes, data, technical documentation, pricing information, product/service specifications, prototypes, computer programs, drawings, models, client lists, marketing materials, financial data and similar information which is owned or licensed by the Disclosing Party and furnished or disclosed to the Receiving Party, including, without limitation, trade secrets. The term "**Intellectual Property**" means the patents, trademarks, service marks, copyrights, and similar rights, recognized by law and/or by treaty, owned or licensed by the Disclosing Party and furnished or disclosed to the Receiving Party or obtained by the Disclosing Party in any other manner, including, without limitation, trade secrets.
- ii. Receiving Party shall only use Confidential Information and Intellectual Property for the Purpose and for no other purpose whatsoever. The Receiving Party agrees that the Confidential Information and Intellectual Property is and will remain the property of the Disclosing Party and no license or proprietary right is granted; provided, however, that it is understood and agreed that the foregoing will not prevent the parties from entering a written agreement in the future to license services and/or to agree on any other matters which they may mutually deem necessary or advisable (a "Definitive Agreement"). Unless otherwise agreed to in writing by the Disclosing Party, the Receiving Party shall treat as confidential and shall not disclose or otherwise make available any Confidential Information of the Disclosing Party to any person other than employees and attorneys of the Receiving Party provided, however, that the Receiving Party may disclose Confidential Information of the Disclosing Party only to those employees and attorneys who are under the proper burden of confidentiality. In addition, the Receiving Party shall instruct its employees and attorneys who have access to the Confidential Information to keep the same confidential by using the same care and discretion that the Receiving Party uses with respect to its own confidential property and trade secrets, which must in no event be less than reasonable care. All copies, reproductions, disclosures, summaries, and distributions of Confidential Information must contain and state the same confidential or proprietary notices or legends, if any, that appear in the original.
- iii. Nothing contained in the service documents grants or alters any property rights, by license, ownership, or otherwise, to Client of any confidential information of NCC or

- its' service providers. Confidential information will remain the sole and exclusive property of NCC.
- iv. Client agrees that confidential information shall not be reproduced in any form except in conjunction with contracted services.
 - v. Client agrees to follow the required security information protocols of the appropriate credit bureau as described in this MSA, which may be updated from time to time. Additionally, Client agrees that confidential information received in any form or via any medium shall:
 - a. Be stored in a physically and logically secured controlled system accessible only by authorized persons.
 - b. Be downloaded only to physically and logically secured and controlled systems accessible by authorized persons only.
 - vi. Upon written request by NCC, Client shall promptly return to NCC or securely destroy, all confidential information and all copies thereof. Confidential information disposed of in the regular course of business shall be regularly destroyed on a regular basis. Notwithstanding, Client may retain copies of any confidential information required to comply with applicable laws or regulations provided.
 - a. Confidential information shall remain subject to this MSA
 - b. Confidential information shall not be retained beyond the period required by applicable law or regulation
 - vii. Client acknowledges and agrees that any actual or threatened breach of the terms and or conditions contained in this section will result in irreparable and continuing damage to NCC for which there will be no adequate remedy at law, and NCC shall be entitled without the requirement of posting a bond or other security, to injunctive relief, specific performance and/or other equitable relief as remedies for such breach or threatened breach, and other relief as may be proper (including monetary damages if appropriate), and these remedies shall not be deemed NCC's exclusive remedies but shall be in addition to all other remedies available at law or in equity to NCC.

9). Client Representations and Warranties

A Client represents and warrants the following:

- i. Client will not use any service in a manner that could result in a contravention of federal or state law and/or NCC policy.
- ii. Client will comply with all the requirements of the credit bureaus as outlined in this MSA.
- iii. Client will comply with all applicable laws, regulations, and ordinances and will maintain in effect all licenses, permissions, authorizations, consents, and permits needed to carry out its' obligations under the service documents.
- iv. Client will establish and enforce appropriate security protocols, procedures, and policies consistent with maintaining confidential information and credit bureau requirements. Client will be the end user for all information from NCC.
- v. Client's employees and agents that use or have access to any service are duly authorized with the appropriate authority to act. Client will exercise appropriate controls to ensure each employee and agent does not exceed the authority granted and abide by security protocols, procedures, and policies consistent with maintaining confidential information.
- vi. Client will use all information received from NCC for a permissible purpose and abide by other obligations as stated and described by 15 U.S.C. 168 et al. I of all Fair Credit Reporting Act (FCRA) and GLBA.
- vii. Client will not endeavor in a business not served or prohibited by the credit bureaus and/or federal or state law and will abide by the information security and other

requirements of the credit bureaus as described in the sections of this MSA entitled “Information Security Requirements” and “Required Compliance – Terms and Conditions,” which may be updated from time to time.

10). NCC Representations and Warranties

To the fullest extent permitted by law, neither NCC nor the credit bureaus make any warranty or representations with respect to the services provided by NCC under all the service documents and expressly disclaim all representations and warranties written, oral, expressed, or implied, including, without limitation, the warranty of merchantability, infringement, completeness, quality or fitness for a particular purpose or use. Neither NCC nor the credit bureaus represent or warrant that the services provided will be uninterrupted, free of viruses or other harmful components, or error-free. Any representation or warranty expressly set forth in a service order constitutes the only representation or warranty of NCC and relates solely to the specific service order. Notwithstanding anything to the contrary contained herein, under no circumstances will NCC or the credit bureaus have any liability for interruptions affecting the services furnished under this agreement that are attributable to Client’s equipment failure or Client’s breach of the agreement or for any act or omission of a third party providing any service or product that impacts the services provided under the service documents. The parties are commercial enterprises, Client has the understanding and comprehension of this section and the opportunity for review by legal counsel.

11). Limitation of Liability and Indemnification

The liability of NCC arising out of, or in connection with the service documents shall not exceed the amount of fees collected by NCC from Client during the previous twelve (12) months before the incident that gave rise to the claim. In no event shall NCC or the credit bureaus be liable for indirect, special, punitive incidental, or consequential damages of any kind, including but not limited to profits, actual or projected revenues, or business harm, regardless of if the action is based on warranty, strict liability, tort, negligence of any kind, nonperformance, termination, action, or inaction for any reason even if Client advises of the possibility of such loss or damage. Client agrees this limitation set forth in this section is integral to the charges for services and if NCC were to assume any further liability than set forth herein. Client has the understanding and comprehension of this section and the opportunity for review by legal counsel.

a. Indemnification – Client agrees to indemnify and hold NCC and its directors, officers, employees, agents, and the credit bureaus harmless from all claims, demands, losses, liabilities, judgments, and expenses (including their attorney fees and expenses) arising out of, or in any way connected with NCC’s performance, breach, or failure of an express or implied warranty, gross negligence, even if informed by an authorized agent or negligence of any kind under the service documents. The parties are commercial enterprises and Client has the understanding and comprehension of this section and the opportunity for review by legal counsel.

12). Notice

All notices, demands, or requests permitted to be given under the service documents shall be given in writing and sent by registered or certified U.S. mail, return receipt, or by overnight courier with a confirmation of delivery tracking system, addressed to the other party hereto at its address set forth in the service documents the service order

form. Each party may from time-to-time change the address for notice by giving the other party written notice in accordance with the terms of this section.

- Notices to NCC shall be sent to the attention of:

National Credit Center
7373 Peak Dr. #250
Las Vegas, NV 89128

- Notice to Client shall be addressed as indicated on the service order.

13). Arbitration and Wavier of Jury Trial

- I. **Arbitration** – The parties agree in the event a dispute arises concerning the service documents, whereby the value of the claim is less than ten thousand dollars (\$10,000), litigation will not afford a practical resolution. Consequently, for any claim less than \$10,000, with the exceptions noted below, parties agree that any dispute, controversy, or claim arising out of or relating to this contract, including the formation, interpretation, breach, or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by binding arbitration in accordance with the JAMS International Arbitration Rules. Arbitration will consist of a sole arbitrator. The seat of the arbitration will be in Las Vegas, Clark County, Nevada. The language to be used in the arbitrary proceedings will be American English. The arbitrator shall award the prevailing party fees and costs. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. The losing party shall pay the filing and arbitrator’s cost, if any, of the successful party. For purposes of this provision, the following matters will not be subject to arbitration: *matters relating to the breach of Confidential Information, which NCC may seek to enforce in any court of competent jurisdiction.* Either party may initiate an arbitration proceeding at any time by giving notice to the other party. The arbitration proceeding and all filing, testimony, documents, and information, relating to or presented during the proceeding shall be disclosed exclusively for the purpose of facilitating the arbitration process and for no other purpose shall be deemed to be the information subject to the Confidential Information section of this MSA. The decision of the arbitrator absent fraud, duress, incompetence, or gross and obvious error of fact, shall be final and binding upon the parties and shall be enforceable in courts of proper jurisdiction. Following written notice of a request for arbitration, each party shall be entitled to an injunction restraining all further proceedings in any pending or subsequently filed litigation concerning the service documents, except as otherwise provided herein.
- II. **Waiver of Jury Trial** – Each party acknowledges a controversy that may arise under the service documents are likely to involve complicated and difficult issues, therefore, each party irrevocably and unconditionally waives any right to a trial by jury in respect of any legal action arising out of or relating to the service documents.

14). Governing Law and Venue, No Waiver of Remedy, Attorney Fees

- I. **Governing Law and Venue** – The service documents are governed by and construed in accordance with the laws of the state of Nevada, without regard to conflict of laws, rules, and without regard to provisions related to the choice of law or forum. Unless strictly prohibited by applicable law, any action brought to enforce the terms of the service documents shall be brought to the Federal and State Courts of Clark County, Nevada.

- II. **No Waiver of Remedy** – Except as otherwise set forth in the service documents, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from any of the service documents shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- III. **Attorney Fees** – In the unlikely event a party seeks enforcement of or defending against an unsuccessful claim of breach of the service documents, the unsuccessful party shall be liable for all reasonable attorney fees, expenses, and costs incurred by the successful party.

15). Miscellaneous

- I. **Independent Entities** – The service documents shall establish no relationship between the parties other than that of an independent contractor. Neither party employees nor agents shall be construed to be a representative of the other party. None of the provisions of the service documents are intended to create, nor shall they be deemed or construed to create any partnerships, joint ventures, or other relationships between the parties other than that of independent contracting parties.
- II. **Taxes and other Exemptions** – Client shall be responsible for all charges, including but not limited to, fees, taxes, regulatory fees, governmental assessments, surcharges, value added tax, and other charges imposed on Client due to NCC's sale of services or Client's use of services while conducting business. NCC shall not be responsible in any manner, under any conditions, or in any terms liable or responsible for the above-referenced charges. If Client claims a tax exemption of any kind, Client must provide evidence of such exemption to NCC that is satisfactory to NCC in NCC's sole and absolute discretion. MCC may invoice Client for all charges NCC deems, in its sole and absolute discretion, not covered by Client's exemption and Client shall promptly pay such invoice by the due date without setoff, counterclaim, discount, abatement, or demand. Any outstanding balance shall remain Client's sole and absolute responsibility.
- III. **Assignment or Delegation** – Neither party may assign, delegate, or transfer its rights or obligations under the service documents without the other party's prior written consent, which consent may not be unreasonably delayed or withheld, however, no such consent will be required by NCC if such assignment or delegation is to an affiliate or successor-in-interest (by merger, acquisition, asset sale, or otherwise). Except as provided herein, any assignment or delegation without prior written consent from the other party is null and void.
- IV. **No Third-Party Beneficiaries** – Nothing in the service documents shall be construed to create any rights or obligations except between the parties hereto, and no person or entity shall be regarded as a third-party beneficiary under the service documents. NCC and the credit bureaus shall be entitled to inspect and audit records and files of Client as it relates to the services provided.
- V. **Force Majeure** – NCC will not be liable for delays in its performance or failure to perform in whole or in part of the terms of the service documents caused by the occurrence of any contingency beyond its control, including but not limited to, labor dispute, strike, labor shortage, shortage of supplies or materials, vendor issues, war or act of war, insurrection, sabotage, riot or civil commotion, act of a public enemy, epidemic, accident, fire, credit bureau performance, storm, earthquake, explosion, flood, drought, or other act of God, act of any governmental authority, judicial action, equipment failure, outage or technical failure, electrical outage, and any such delay or failure will not be considered a breach of the service documents.

- VI. **Severability** - The invalidity or unenforceability of any term or provision contained in the service documents shall not void or impair the remaining provisions hereof, which shall remain in full force and effect as if such invalid or unenforceable provision had never been contained herein.
- VII. **Construction and Headings** - In the event of an ambiguity or if a question of intent or interpretation arises, the service documents shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions. The section headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the service documents.
- VIII. **Entire Agreement** - The service documents constitute and represent the entire agreement between parties regarding the services to be provided and supersedes and extinguishes all prior agreements, understandings, representations, warranties, and arrangements of any nature, whether oral or written, but excludes any specifically drafted and agreed upon arrangement(s) by the parties.
- IX. **Survival** - Notwithstanding anything herein to the contrary, sections 11,12,13,14, and 15 shall survive after the termination of all the service documents.

16) General Requirements

- a. Client certifies:
 - Credit Bureau Data will be used for a permissible purpose under Section 604 of the FCRA for the Consumer Reports.
 - Client is permitted to receive and use nonpublic personal information under Section (6802)(e) of GLBA.
 - Client is permitted to receive and use nonpublic personal information under Section (6802)(e) of GLBA for identification services that are sourced from databases other than the Credit Bureaus.
 - Client will permit NCC and Credit Bureau to inspect and audit its records and files as it relates to the Services provided by NCC and the Credit Bureaus.
 - Client will not resell Credit Bureau Data.
- b. Businesses not served – Unauthorized Business Types
 - NCC will not sell Credit Bureau Data to Client that is in any of the following categories and Client certifies they do not belong to or intend to belong to any of the following categories or types of businesses:
 - a. Adult entertainment service of any kind
 - b. Asset location service
 - c. Attorney or Law Firm engaged in the practice of law unless engaged in collection or using the report in connection with a consumer bankruptcy pursuant to the written authorization of the consumer.
 - d. Bail Bondsman, unless licensed by the state in which they are operating
 - e. Child location service (i.e., a company that locates missing children)
 - f. Credit counseling, except for not-for-profit consumer credit counseling companies

- g. Credit repair clinic
 - h. Dating service
 - i. Financial counseling, except a registered securities broker-dealer or a certified financial planner
 - j. Foreign company or agency of a foreign government
 - k. Genealogical or their research firm
 - l. Law enforcement agency
 - m. Massage service
 - n. News agency or journalist
 - o. Pawn shop
 - p. Private detective, detective agency, or investigative company
 - q. Repossession company
 - r. Subscriptions (magazines, book clubs, record clubs, etc.)
 - s. Tattoo service
 - t. Time Shares – Company seeking information in connection with time shares (exception: financiers of timeshares)
 - u. Weapons dealer, seller, or distributor
 - v. Other companies that resell Credit Bureau Data
- c. Suspend and/or Termination of Services.
- o. As described in the Master Agreement, NCC or the Credit Bureaus may suspend or terminate Client services for a Default which includes but is not limited to:
 - a. Client's failure to comply with any Federal or state law
 - b. Client's failure to comply with any requirement of a Credit Bureau
 - c. If Client is seeking to become or has become a subject to any insolvency, bankruptcy proceeding, dissolution, or cessation of business operations
 - d. A Credit Bureau request NCC to terminate service to Client
 - e. Client breaches any term or condition of the Service Documents.

17). Information Security Requirements

The terms and conditions of this exhibit meet and/or exceeds the information security requirements of the three national credit reporting agencies (Equifax Information Services LLC, Transunion, Experian Information Solutions, Inc.), where applicable, complies with the access of information requirements of the Federal Fair Credit Reporting Act and Gramm-Leach-Bliley Act for data privacy (FCRA and GLB 5A Data). In addition, this exhibit complies with the notification requirements prescribed by the California Consumer Credit

Reporting Agencies Act which can be found at <https://oag.ca.gov/privacy/ccpa>, and the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999) § 2480e which can be found at <https://legislature.vermont.gov/statutes/section/09/063/02480e>, as well as the requirements of the Fair Isaac Company and affiliates (FICO).

i. **Definitions and Key Terms**

- a. **Credit Bureau** and/or **Credit Bureaus** shall mean, individually or collectively, any of the three national credit reporting agencies (Equifax Information Services LLC, Transunion, Experian Information Solutions, Inc.).
- b. **Credit Bureau Data** means any Consumer Report and/or any other related consumer information received by NCC and/or Client who has a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto (“FCRA”).
- c. **Client** shall refer to the signatory specifically identified on the service order agreement, including but not limited to its affiliates, subsidiaries, and other business ventures, to receive services.
- d. **Consumer Information** refers to Consumer Reports and other non-public, personally identifiable consumer information obtained from the Credit Bureaus.
- e. **Consumer Report** shall have the meaning set forth in the Fair Credit Reporting Act (“FCRA”), 15 USC 1681(a)(d), as may be amended from time to time. For purposes of this Exhibit, the term Consumer Reports refers to those consumer reports, or any information derived therefrom including, but not limited to scores, obtained from any of the Credit Bureaus.
- f. **Consumer Reporting Agency (“CRA”)** shall have the meaning set forth in the FCRA, 15 USC 1681 (a)(f), as may be amended from time to time. As of the date of this Exhibit, the term “Consumer Reporting Agency” is defined in the FCRA as an entity that, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.
- g. **Death Master File (DMF)** is made available by the U.S. Department of Commerce National Technical Information Service (NTIS) and is subject to regulations found in 15 CFR Part 1110. All users are required to comply with all applicable laws with respect to DMF data.
- h. **Federal Fair Credit Reporting Act (FCRA)** refers to the Federal Fair Credit Reporting Act, 15 USC 1681 et seq., as amended from time to time.
- i. **Fair Isaac Corporation (FICO)** is formally referred to as Fair Isaac and Company and any of the FICO scoring models.

- j. **Financial Modernization Act of 1999 (GLBA)** refers to the Financial Modernization Act of 1999, also known as the Gramm-Leach-Bliley Act or GLB Act.
- k. **Permissible Purpose** – NCC and Client certify that any Consumer Reports or related Credit Bureau Data will only be used for a permissible purpose and used for no other purpose other than prescribed by the Fair Credit Reporting Act (“FCRA”).
- l. **Services** refer to but are not limited to the services specified on the NCC service order signed by Client.
- m. **Service Order Agreement (Service Order)** references but is not limited to the services agreed to by Client as indicated on the executed service order and other related documents.
- n. **Subscriber Code** is the code number (account number) assigned to NCC and Client to access Credit Bureau Data and systems.

18). Experian Security Requirements

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

Definitions

"Experian Information" means Experian highly sensitive information including, by way of example and not limitation, data, databases, application software, software documentation, supporting process documents, operation process and procedures documentation, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial records, employee records, and information about potential acquisitions, and such other information that is similar in nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause serious damage to Experian's reputation, valuation, and / or provide a competitive disadvantage to Experian. "Resource" means all Third-Party devices, including but not limited to laptops, PCs, routers, servers, and other computer systems that store, process, transfer, transmit, deliver, or otherwise access the Experian Information.

1. Information Security Policies and Governance

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

2. Vulnerability Management

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

3. Logging and Monitoring

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

4. Network Security

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

5. Data Security

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

6. Remote Access Connection Authorization

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

7. Incident Response

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

8. Identification, Authentication and Authorization

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

9. User Passwords and Accounts

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

10. Training and Awareness

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

11. Experian's Right to Audit

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

12. Bulk Email Communications into Experian

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

19). Death Master File

- i. Death Master File (DMF) is made available by the U.S. Department of Commerce National Technical Information Service (NTIS) and is subject to regulations found in 15 CFR Part 1110. All users are required to comply with all applicable laws with respect to DMF data.
- ii. Client acknowledges that many services containing Experian information also contain information from the Death Master File as issued by the Social Security

Administration (“DMF”); certify pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its applicable FCRA or GLB use of Experian information, the Client’s use of deceased flags or other indicia within the Experian information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1); and certify that the Client will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Experian information.

20). Unauthorized Business Types

Client certified, warrants and represents that it is not engaged in nor will it engage in any of the following businesses during the term of this service order: (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) timeshare 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, Client shall not engage in any unfair, deceptive, or abusive acts or practices.

21). FCRA Permissible Purpose and GLB Appropriate Use

- I. Client certifies, represents, and warrants to NCC that it has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act, including, without limitation, all amendments thereto. Client with only use Gramm-Leach Bliley Act information for fraud prevention products.
- II. Client shall use consumer reports only for (a) its exclusive use and (b) solely for its one-time use and for the purpose(s) of 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, subject to the consumer’s written instruction, when required, 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.
- III. 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 of the Consumer Report to the applicable Credit Bureau.

- IV. Client agrees to implement appropriate procedures so that only employees with adequate training regarding the requirements of the FCRA and other applicable laws have access to Consumer Reports.

22). (FICO Addendum) Required Compliance, Terms and Conditions

- I. **FCRA Compliance** – As a user of consumer reports, Client will comply with all applicable FCRA regulations currently in effect which can be currently found at the Consumer Financial Protection Bureau’s website, <http://consumerfinance.gov>.
- II. **FICO Scoring Certifications** - NCC and Client hereby understand and agree to the following terms and conditions regarding the use of Consumer Reports and reason codes obtained through NCC and the Credit Bureaus:
 - a. Client may disclose the Consumer Reports provided to Client to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
 - b. Client agrees to comply with all applicable laws and regulations with respect to the use of the Consumer Reports and reason codes purchased from NCC and certifies that it has a permissible purpose under the FCRA to obtain said Consumer Reports. 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.
 - c. Client will not permit its employees, agents, or subcontractors to use any of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Equifax Information Services LLC, Transunion, Experian Information Solutions, Inc., Fair Isaac and Company, or the Affiliates of either of them or of any other party involved in the provision of the Credit Bureau/Fair Isaac Model, without such entity’s prior written consent.
 - d. Client 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 Credit Bureau/Fair Isaac in performing the Credit Bureau/Fair Isaac Model.
 - e. The Credit Bureau/Fair Isaac has warranted to NCC that the Credit Bureau/Fair Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Credit Bureau/Fair Isaac Model is applied is like the population sample on which the Credit Bureau/Fair Isaac Model was developed. The Credit Bureau/Fair Isaac Model score may be relied upon by Client to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Client. Credit Bureau/Fair Isaac has further warranted NCC that so long as it provides the Credit Bureau/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 Credit Bureau/Fair Isaac has given NCC with respect to the Credit Bureau/Fair Isaac model, and such warranties are in lieu of all other warranties, express or implied, Credit Bureau/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 warranty are expressly conditioned upon each respective Client’s periodic revalidation of the Credit Bureau/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.).

III. Terms Applicable to FICO® Scores Additional

In addition to the terms and conditions - Client of credit risk scores of Fair Isaac Corporation ("FICO Scores") agrees to the following:

- a. From time to time, Client 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 Client, or Client'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. Client 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 Client obtained the FICO Score.
- b. Client 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 Client, effective during the term of the Client agreement, a personal, nonexclusive, non-transferable, limited license to use, internally, the FICO Scores solely for the particular purpose set forth in Section 2 above for which the FICO Scores were obtained, including, but not limited to the single-use restrictions set forth above. Client's use of the FICO Scores must always comply with applicable federal, state, and local laws and regulations, and Client hereby certifies that it will use each FICO Score only for a permissible purpose under the FCRA. Client 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. Client 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 Service Order and this Section 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 Client's designated third party processor agent; provided however that in either (i.e., (b) or (c) above) event, Client may make such disclosure (or in the event of (c), direct Equifax to deliver such lists, only after Client has entered into an agreement with the third party that (i) limits use of the FICO Scores to only the use permitted to Client hereunder, (ii) obligates the third party provider to otherwise comply with these terms, and (v) 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. Client 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 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 Client'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 Client' compliance with all applicable laws and regulations pertaining to the use of the FICO Scores, including the Client's duty (if any) to validate or revalidate the use of credit scoring systems under the ECOA and Regulation B, and (iii) the Client's use of the FICO Scores otherwise remaining in compliance with the terms of the service order and this Exhibit with respect to FICO Scores.
- e. FAIR ISAAC AND EQUIFAX HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESSED, 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. IN NO EVENT SHALL EQUIFAX OR FAIR ISAAC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, 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 Client acknowledge and agree that Fair Isaac is a third-party beneficiary hereunder with respect to the Model, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Client 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.

- IV. **FICO® Risk Score, Classic, V8, V8F, Auto Score, v5 F** – is 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.

23). ACROFILE and ACROFILE Plus

ACROFILE and ACROFILE PLUS are 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. Client may access these credit reports on an individual basis or

through Joint Files Access SM, which provides simultaneous access to the credit files of both husband and wife with a single inquiry.

24). VantageScore Requirements

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

- a. Client will request VantageScores only for Client's exclusive use. Client may store VantageScores solely for Client's use in furtherance of Client's original purpose for obtaining the VantageScores. Client shall not use the VantageScores for model development or model calibration, except in compliance with the following conditions: (1) the VantageScores may only be used as an independent variable in custom models; (2) only the raw archived Score and Score segment identifier will be used in modeling (i.e., no other Score information including, but not limited to, adverse action reasons, documentation, or scorecards will be used); and (3) Client's depersonalized analytics and/or depersonalized third party modeling analytics performed on behalf of Client, using VantageScores, will be kept confidential and not disclosed to any third party other than as expressly provided for below in subsections (ii), (iii), (iv), (v) and/or (vi) of this paragraph. Client shall not reverse engineer the Score. 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 Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the VantageScores by the third party only to the use permitted to Client and contains the prohibitions at least as restrictive as set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) 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); (iv) to government regulatory agencies; (v) 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 (v),
 - i. Client may disclose VantageScores only in aggregated formats (e.g., averages and comparative groupings) that do not reveal individual VantageScores,
 - ii. Client shall not provide any information that would enable a recipient to identify the individuals to whom the VantageScores apply.
 - iii. Client shall enter into an agreement with each recipient that limits the use of the Score for evaluation of such assets or investments, or (vi) as required by law. Client agrees that the trademarks, trade names, product names, brands, logos, and service marks ("Vantage Marks") for VantageScores and VantageScore credit scoring models will remain the sole property of VantageScore Solutions, LLC. Client obtains a limited, nonexclusive, 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. Client 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. Client 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.

25). Equifax MLA Covered Borrower Status

Permissible use of the Equifax MLA Covered Borrower Status is limited to completing covered borrower checks pursuant to the Military Lending Act (MLA), as codified in 10 U.S.C. 5987.

26). Credit Bureau Identity and Fraud Services

- I. Client certifies that it will use Credit Bureau identity and fraud services ("IFS Services") exclusively within Client's own organization for the purpose of verifying the identity of individual persons (ID Subjects) who initiates a business transaction with the Client and not for any other purpose; and that it will use and ensure that its employees' access to the IFS Services is in accordance with the terms of the Client agreement.
- II. Client acknowledges and agrees that the IFS Services do not guarantee the identity of the ID Subject, but merely provide a risk assessment regarding the ID Subject's identity that is derived, in part, from information provided by the ID Subject or otherwise collected from an ID Subjects use of the IFS Services and relayed by Client to Credit Bureau ("ID Subject Content"); and that in connection with certain IFS Services; (i) Client will establish a risk decision threshold above which the ID Subject is verified or authenticated, depending on the applicable Service, and below which the ID Subject is not verified or authenticated ("Risk Decision Threshold") and Credit Bureau may act as a consultant to review Client's risk strategies, but Client, in its sole discretion, will set its Risk Decision Threshold(s); and (ii) that depending upon Client's Risk Decision Threshold an ID Subject may be able to successfully pass verification and authentication even though the individual submitting the ID Subject Content is not the actual individual to whom the ID Subject Content pertains.
- III. Client shall not maintain, copy, capture, reproduce, re-use, or otherwise retain in any manner the interactive questions or multiple choice answers provided as part of the IFS Services ("Queries"), the ID Subject responses to the Queries ("Answers") or the scores, flags and reason codes generated or other information relating to such Queries and Answers provided by the IFS Services (Scores); provided however that Client may capture and retain the unique transaction number generated by the IFS Services with each transaction (each a "Transaction ID" solely for the purpose of (i) audit trail; (ii) calculation of the amount of usage of IFS Services; and (iii) billing. Without limiting the generality of the foregoing, Client

shall not retain or make copies of, and must purge from its system, the Queries and Answers prior to Client's receipt of any Score relating to such Queries and Answers; and in the event, Client receives the IFS Services at its call center (or call center maintained by a Service Provider), Client shall ensure that the call center operators are unable to retrieve the Queries and Answers after the delivery of the Score by, for example, disabling the use of the back button key after the delivery of the Score. If the IFS Services do not provide a response, the Queries must be purged as expeditiously as possible but in no event longer than thirty (30) minutes after receipt of such Queries.

- IV. Client has the right to transmit and authorize the use of ID Subject Content and hereby authorizes the use of ID Subject Content as required to perform the IFS Services; analyze, enhance, or improve the performance of the IFS Services; and disclose ID Subject Content as required by law or the operation of the IFS Services. Client will timely, reliably, and accurately relay the Queries, Answers, and other Subject Content to and from the IFS Services and the applicable ID Subject.
- V. When providing ID Subjects with access to the IFS Services via the Internet, Client will adopt, publish, maintain, and adhere to a privacy policy and upon request, provide a copy of Client's privacy policy.
- VI. Client's privacy policies clearly disclose to ID Subject that the ID Subject Content may be shared with third-party service providers for the purpose of completing the relevant transaction.
- VII. Client acknowledges and agrees that prior to receiving the IFS Services, Client may need to complete an approval process for receipt of the IFS Services by the applicable wireless carriers. Such process shall include, without limitation, a review of the proposed consumer consent language or any other consumer terms and conditions, a review of any process flows, a description of Client's intended use, and a copy or summary of Client's applicable privacy policy. The IFS Service will be provided only with respect to those wireless carriers that have authorized the use of such data in connection with the provision of IFS Services, and then only to the extent and for the period that such data is available or provided by such wireless carriers.
- VIII. Client will establish and maintain a manual verification process if Client determines that an ID Subject does not pass the Risk Decision Threshold or Client receives a nag from the IFS Services indicating a possible match from a fraud database.
- IX. Client will not (i) use or access the IFS Services outside the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam, and the Virgin Islands (collectively, the "Permitted Territory"); regardless of whether such use or access is by off-shore Authorized Agents or authorized Service Providers or an offshore department or division of Client, or (ii) export or permit the export of the IFS Services outside of the Permitted Territory. Client will not share or permit the use of the IFS Services, in whole or in part, with any third party.

- X. Credit Bureau may review Client's practices and procedures, including, without limitation, any relevant documentation to determine Client's compliance with this Integrator Schedule. Client shall promptly provide Credit Bureau with copies of all requested documents and records. If Credit Bureau reasonably believes a compliance issue exists, Credit Bureau or its designated representative may enter Client's facilities, upon at least five (5) business days prior to written notice and at a mutually agreed upon time to an on-site assessment of Client's practices and procedures relating to Client's request for, and use of, the IFS Services and Client's security practices with respect thereto.
- XI. Client shall employ decision-making processes appropriate to the nature of the transaction and in accordance with industry standards, and Client will use the IFS Services only for the purposes set forth in this Integrator Schedule. Client is solely responsible for all results of its use of the IFS Services. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, ALL IFS SERVICES ARE PROVIDED BY CREDIT BUREAU ON AN "AS-IS," AS-AVAILABLE BASIS, AND Credit Bureau (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 IFS SERVICES. IN NO EVENT WILL CREDIT BUREAU OR ITS DATA PROVIDERS AND SUPPLIERS BE LIABLE TO CLIENT 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 IFS SERVICES.
- XII. If Client receives the one-time passcode ("OTP"), Client must comply with the following acceptable use policy ("AUP"):
- i. Scope. Client must comply with this Acceptable Use Policy ("AUP") with regard to its use of and access to the one-time passcode ("OTP"). By using the OTP Client acknowledges and agrees to comply with this AUP. This AUP shall only apply to the OTP and not to any IFS Services otherwise described in the Agreement. Further, Client agrees to cooperate with NCC, any third-party service provider involved in providing the OTP, and governmental authorities in investigations of any alleged or perceived violation of any law, rule, regulation, or the AUP. Upon the request of any third-party service provider, NCC may modify this AUP at any time in which case it will promptly notify Client and provide Client a copy therewith.
- XIII. Restrictions on Use. Client agrees that it will not use the OTP in or for any illegal, fraudulent, unauthorized, or improper manner or purpose and will only be used in compliance with all applicable laws, rules, and regulations, including all applicable state, federal and international internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, Client agrees not to permit the OTP to be used to transmit or disseminate any:

- Junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Client or its customer do not otherwise have a legal right to send such material.
 - Material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or its customers or subscribers.
 - Material or data that is illegal, or material or data, as determined by Equifax (in Equifax's sole discretion) that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors, or materials the transmission of which could diminish or harm the reputation of Equifax, or any third-party service provider involved in the provision of the OTP.
 - Material or data that is alcoholic beverage-related (e.g. beer, wine, or liquor), tobacco-related (e.g. cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g. firearms, bullets) illegal drugs-related (e.g. marijuana, cocaine), pornographic-related (e.g. adult themes, sexual content), crime-related (e.g. organized crime, notorious characters), violence-related (e.g. violent games), death-related (e.g. funeral homes mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g. casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier.
 - Viruses, Trojan horses, worms, time bombs, cancel-bots, or other computer programming routines intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information.
 - Material or information that is false or misleading.
 - Material that would expose any third-party service provider involved in providing the OTP or any other third party to liability.
 - Any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of NCC or any third party.
- XIV. Client shall not access any carrier services that Client has not ordered or for which Client has not paid applicable fees. Client will not use or attempt to use a third party's account with NCC, or any third-party service provider involved in providing the OTP, or interfere with the security of, or otherwise abuse, the OTP or any other third-party service provider's customers. Client shall not interfere in any manner with Equifax's provision of the OTP.
- XV. Client further acknowledges and agrees that all customers of Client and any third parties to whom messages may be transmitted using

the OTP have the right to opt in and opt out of Short Message Services.

27). Requirements for Equifax Identity Scan Service

Equifax Identity Scan “Identity Scan” is an online 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 Client orders the Identity Scan service, then Client agrees to furnish for potential inclusion in Equifax’s Identify Scan system any data that Client knows to have been used in connection with a fraudulent transaction or attempted fraudulent transaction with Client. 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). Client 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 the 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. Client understands that the information supplied by Identity Scan may or may not apply to the consumer who has applied to Client 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 Client. The use of such data shall be limited to the specific transaction for which the Identity Scan alert message is provided.

28). Requirements for Equifax Synthetic ID Fraud Alert

- I. These terms and conditions apply to Client’s receipt of and use of the Synthetic Fraud Alerts, as described below, and Client acknowledges they will request and receive the Synthetic Fraud Alert, subject to the terms of the additional terms and conditions set forth below.
- II. Synthetic ID Alerts provide flags and attributes that can help identify synthetic identity fraud through the use of aggregated and anonymous authorized user transactions from a separate anonymous database of potential synthetic identity fraud transactions that may have an association with the subject consumer.
- III. When Synthetic ID Alerts are delivered with a credit report, Synthetic ID Alerts include authorized user output fields (Authorized User Velocity & ID Discrepancy flags plus other associated authorized/terminated user counts) and a final assessment flag. Although Synthetic ID Alerts are not consumer reports, this version of the Synthetic ID Alert may only be purchased at the same time that Client purchases a consumer report in connection with the extension of credit or account review.
- IV. Synthetic ID Alerts are for identity fraud risk alert purposes¹ only and are not to be used for determining an individual’s eligibility for credit

or any other FCRA permissible purpose or in any way for the purpose of taking “adverse action,” in whole or in part, against a consumer, as defined in the ECOA and Regulation B, or for suspending a consumer’s account. As such Client will not use the Synthetic ID Alert in its decision-making process for denying credit but will use the Synthetic ID Alerts as an indication that the consumer’s identity and personally identifiable information should be independently verified to form a reasonable belief that Client knows the true identity of the consumer. Client certifies that it shall use the Synthetic ID Alerts exclusively within Client’s own organization for the purpose of identity fraud prevention and for no other purpose. Client will not resell or otherwise redistribute the Synthetic ID Alerts.

- V. Client understands that the information supplied by Synthetic ID Alerts may or may not apply to the consumer who has applied to Client for credit, service, dealings, or other financial transactions.
- VI. Client also understands and agrees that the information contained in the Synthetic ID Alerts is proprietary to Equifax and shall not be used as a component of any database or file built or maintained by Client. The use of each Synthetic ID Alert shall be limited to one-time use in conjunction with the specific transaction for which the Synthetic ID Alert is requested and provided. Client’s obligations regarding the use of the Synthetic Fraud Alerts will survive any termination for as long as the Synthetic ID Alerts are in Client’s custody or control.
- VII. EQUIFAX MAY, BY WRITTEN NOTICE TO CLIENT, IMMEDIATELY TERMINATE OR SUSPEND THE PROVISION OF THE SYNTHETIC ID ALERT SERVICE IF EQUIFAX HAS A REASONABLE BELIEF THAT CLIENT HAS VIOLATED THE TERMS AND CONDITIONS APPLICABLE TO THE SYNTHETIC ID ALERTS.
- VIII. Equifax and its data suppliers (including government agencies) (a) make no warranty, express, implied, or statutory, and specifically disclaims all warranties with respect to the Limited Access Death Master File information incorporated into the Synthetic ID Alerts (the “**Death Master Flag**”), including but not limited to, implied warranties of merchantability and fitness for any particular use or that use of the Death Master Flag constitutes compliance with any law or regulation; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Death Master Flag, including infringement of third party intellectual property or privacy rights; and (c) assume no liability for any errors or omissions in the Death Master Flag. The Death Master Flag contains inaccuracies. As such, neither Equifax, NTIS, nor the Social Security Administration, which provides the Death Master Flag to NTIS, guarantees the accuracy of the Death Master Flag. The LADFM does not contain death records for all deceased persons. Therefore, the absence of a particular person in the Death Master Flag is not proof that the individual is alive. Further, it is possible for the records of a person who is not deceased to be included erroneously in the Death Master Flag. Client acknowledges and agrees that the Death Master Flag does not guarantee the identity of or information regarding any individual and that Client has processes in place to independently verify the information provided in the Death Master Flag.

- IX. Specifically, regarding the Death Master Flag included with the Synthetic ID Alerts, Client certifies that:
- a. Its access to the Death Master Flag is appropriate because Client (i) has a legitimate fraud prevention interest, a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (ii) has systems facilities and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, (iii) agrees to satisfy such similar requirements, and (iv) it will provide a renewal certification from time to time upon request from Equifax.
 - b. It will not share the Death Master Flag with any person or entity unless they first meet the requirements of this section. Client understands that any successful attempt by any person to gain unauthorized access to or use of the Death Master Flag that Equifax may immediately terminate Client's access to the Synthetic ID Alerts. In addition, any successful attempt by any person to gain unauthorized access may, under certain circumstances, result in penalties as prescribed in 15 CFR § 1110.200 levied on Client and the person attempting such access.
 - c. Client will take appropriate action to ensure that all persons accessing the Death Master Flag through it are aware of their potential liability for misuse and/or penalties for attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security, and Client must immediately report such events to Equifax.
 - d. Client will provide, at a minimum, the fields noted as "Required." ** If only the last 4 digits of SSN are provided on input, the following flags cannot be returned: Shared SSN (Name), SSN Verified, Invalid SSN, and Death Master Hit Flags.

Field Name	Required	Preferred
First Name	Yes	
Middle Name		X
Last Name	Yes	
Address Line 1	Yes	
Address Line 2		X
City	Yes	
State	Yes	
Zip code	Yes	
SSN** Last 4 digits	Yes	
SSN** 9 digits		X
Date of Birth		X
Phone Number		X
Email		X

- e. Client, at its own expense, will prepare and deliver to Equifax at mutually agreed to intervals (but no less than every ninety (90) days) and in a mutually agreeable form and medium its most current identity fraud performance feedback data (“**Feedback Data**”). Feedback Data will be used to configure and enhance the performance of products and services related to potentially fraudulent activity. For purposes of this Addendum, “performance” means identity fraud outcome of decisions at the time of origination or account management. Client will encrypt all Feedback Data as directed by Equifax and comply with such data security policies as Equifax may, from time to time, make known to Client in writing. Client hereby grants to Equifax a perpetual, irrevocable right and license to use, distribute, modify, create derivative works from, and copy the Feedback Data, combine the Feedback Data with other data, incorporate the Feedback Data into current and future databases, use the Feedback Data to develop and enhance products and services and share the Feedback Data with third parties in conjunction with the evaluation of products and services. Feedback Data provided to Equifax hereunder shall only be subject to the license provided herein and shall not be deemed Client Data or Client Confidential Information. Client will notify Equifax upon learning that any Feedback Data supplied is inaccurate or incomplete. Client will provide Equifax with any corrections or additional Feedback Data necessary to make the Feedback Data supplied complete and accurate and will implement

procedures to avoid re-reporting Feedback Data that is inaccurate.

29). Terms Applicable to OFAC Alert

- I. OFAC Alert is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; employment purposes or any other purpose authorized under the FCRA. Accordingly, Client will not use an OFAC Alert indicator as part of its decision-making process for determining the consumer's eligibility for any credit or any other FCRA permissible purpose. Client acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Client should contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not pertain to the individual referenced in your inquiry. [Click here to view current Experian Access Security Requirements \(ASR\)](#)

30). Organizational Security and Risk Management

- I. NCC will document and at least annually update its policies and procedures, as well as security and compliance controls, in the following major categories to ensure the security of the Credit Bureau Data:
 - a. Organizational / Corporate charts
 - b. Document Employees Security Awareness Training
 - c. Incident Responses Log
 - d. Incident Response Plan
 - e. Risk Management Program
 - f. Secure Configuration Management
 - g. Asset Management
 - h. Access Control
 - i. Encryption and Cryptography
 - j. Network and Communications
 - k. Vulnerability Management
 - l. Monitoring and Logging
 - m. Physical and Environmental Security Controls
 - n. Data Classification and Handling
 - o. Protection of Privacy Information
 - p. Business Continuity and Disaster Recovery
 - q. Employee Onboarding
 - r. Employee Background Check
 - s. Employee Security Awareness
 - t. Insider Threat Investigation
- II. Where permitted by applicable law, NCC may require a drug test for illegal substances be performed by a third party for applicants directly working with sensitive Credit Bureau Data and or systems.
- III. Where permitted by applicable law, NCC may require a criminal history screening for applicants directly working with sensitive Bureau Data and or systems.
- IV. Every Client will be Office of Foreign Assets Control Verification (OFAC) screened against the US Treasury Specially Designated Nationals and Blocked Persons list for compliance with all

applicable US regulations/requirements. This list can be found at <http://sdnsearch.ofac.treas.gov/>

31). Competitive Threat Alerts Terms and Conditions

i. Client Requirements:

- a) Client must extend a firm offer of credit to everyone who is the subject of a competitive alert. Client shall not withdraw or withhold the firm offer of credit at any time after a competitive alert has been delivered to the Client or: after the offer is made as permitted by the Fair Credit Reporting Act (“FCRA”). Client shall use NCC competitive alerts for the foregoing purpose and no other purpose and will not share the competitive alert or any other information derived from the alert with any party who is not acting at the direction of the Client.
- b) Client represents and warrants that it has contracted with a minimum of two lenders that can provide credit to an individual whose credit report has met certain credit selection criteria that is the basis for Client’s firm offer of credit to consumers that are the subject of a competitive alert.
- c) Client understands and agrees that when it extends credit directly to consumers through an assignment of finance instruments or through a Client owned or controlled “Buy-Here Pay-Here” type of arrangement, it is considered a “Creditor” under the FCRA.
- d) Client shall use the Competitive Alerts service for its exclusive business use, that it will hold all information obtained from Competitive Alerts in strict confidence and will not copy, sell, or transfer such information to any third party.
- e) Client is responsible for maintaining fair offer of credit information on file for a minimum of 3 years or as otherwise specified in the FCRA. Client must produce documentation of these fair offers of credit immediately upon request.
- f) Opt-Outs: Client is responsible for maintaining consumer opt-outs. Client agrees not to submit any consumers who have opted out from dealer communications in their file submissions to NCC. Additionally, Client commits to immediately notifying NCC of any incremental opt-out consumers once the Competitive Alerts service commences.

EXHIBIT A – Examples of Pre-Selected Certificates

Competitive Threat Alerts can be provided to Client(s) if a firm offer of credit is made to those consumers who are identified to the Client.

Consumers for whom you receive an alert:

1. You must give the consumer a firm offer of credit in writing – using your own Pre-Selected Certificate and firm offer. In the event the consumer leaves the Client premises without receiving the Pre-Selected Certificate, the Client may send an email containing the Pre-selected Certificate and firm offer.
2. You must be able to honor the offer of credit if you verify certain non-credit report information outlined on the following pages.

Example #1: Pre-Selected Certificate. Actual font size, style, and proportions may vary.



**Subject to credit approval. See below for details.*

You can choose to stop receiving “prescreened” offers of credit from this and other companies by calling toll free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE below for more information about prescreened offers.

PRESCREEN AND OPT-OUT NOTICE: This “prescreened” offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria including providing acceptable property as collateral. If you do not want to receive prescreened offers of credit from this program, please click here, <<URL>> to opt out.

***TERMS AND CONDITIONS**

This offer of auto credit is made to you by <<Client NAME>>. Your vehicle payment cannot exceed 15% of your gross monthly income; your vehicle payment totaled with your current monthly payment must not exceed 40% of your gross monthly income (debt to income ratio). You must be 21 years of age and document a reliable source of sufficient income and minimum time at your current address for two years. <<Client NAME>> assumes no responsibility for incorrect information supplied by credit reporting agencies. Any equity deficit in your current vehicle must be either paid or refinanced with your vehicle financed. Bankruptcies must be discharged. If in compliance with all applicable credit criteria, you will receive a loan from <<Client NAME>> for the purchase of a <<EARLIEST MODEL YR. FOR TIER>> or newer vehicle which is the only acceptable collateral for this offer. Once your approval is confirmed your credit amount will be up to \$30,000 (maximum amount) depending on your creditworthiness, your choice of vehicle, and the monthly payment for which you qualify. Your APR will range from <<APR LOW FOR TIER>>% and <<APR HIGH FOR TIER>>%, with payments calculated by simple interest, and your term will range from 24 to 72 months to pay! Minimum down payment is \$500 to 40% of the Purchase Price plus taxes & fees. Your collateral value for financing must range from 85% to 140% of the current Black Book Wholesale value of the vehicle purchased. Purchase price plus taxes and fees minus down payment equals the amount financed. Examples: For every \$1,000 financed at 5.99% APR for a period of 72 months, the monthly payment is \$16.57; at 11.9% APR it is \$19.50, and at 15.9% it is \$21.64. Therefore, if you finance \$15,000 at 5.99% APR over 72 months your monthly payment will be \$292.47. The payment for \$15,000 financed at 17.9% APR over 72 months would be \$341.27. See <<Client NAME>> for additional examples. This offer expires on <<30 DAYS FOLLOWING PRE-SELECTED DATE>>.

We protect your personal information. View our privacy policy at: <http://consumerfinance.gov>
Call <<Client NAME>> and ask for <<CONTACT NAME>> at <<CONTACT PHONE NUMBER>> for details.

Example #2: Pre-Selected Letter. Front side of letter. Actual font size, style, and proportions may vary.

<<DATE>>

<<Client NAME>>

<<Client ADDRESS>>

<<Client CITY, STATE, ZIP>>

<<Client PHONE>>

<<CONSUMER FULL NAME>>

<<CONSUMER ADDRESS>>

<<CONSUMER CITY, STATE, ZIP>>

Hi <<CONSUMER FIRST NAME>>,

Thank you for your interest in <<Client NAME>>.

We have great news! You have been pre-selected for auto financing for up to <<APPROVAL AMT>>. * Details are shown on the backside of this letter. This offer is valid at <<Client NAME>> only and will expire <<30 DAYS FOLLOWING PRE-SELECTED DATE>>.

Please call me at <<Contact Phone Number>> to discuss any questions you may have on your financing and to schedule your next appointment.

I look forward to hearing from you soon,

<<*Contact Signature*>>

<<CONTACT NAME, JOB TITLE>>

<<CONTACT PHONE>>

<<CONTACT EMAIL>>

For <<Client NAME>>

We protect your personal information. View our privacy policy at:

<http://consumerfinance.gov>.

You can choose to stop receiving “prescreened” offers of credit from this and other companies by calling toll free 1-888-567-8688 or clicking here <<OPT OUT URL>>. See PREScreen & OPT-OUT NOTICE below for more information about prescreened offers.

** Subject to credit approval. See reverse side for important consumer information concerning this offer and additional details.*

Example #2: Pre-Selected Letter. Back side of letter. Actual font size, style, and proportions may vary

PRESCREEN AND OPT-OUT NOTICE: This “prescreened” offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria including providing acceptable property as collateral. If you do not want to receive prescreened offers of credit from this program, please click here, <<URL>> to opt out

***TERMS AND CONDITIONS**

This offer of auto credit is made to you by <<Client NAME>>. Your vehicle payment cannot exceed 15% of your gross monthly income; your vehicle payment totaled with your current monthly payment must not exceed 40% of your gross monthly income (debt to income ratio). You must be 21 years of age and document a reliable source of sufficient income and minimum time at your current address for two years. <<Client NAME>> assumes no responsibility for incorrect information supplied by credit reporting agencies. Any equity deficit in your current vehicle must be either paid or refinanced with your vehicle financed. Bankruptcies must be discharged. If in compliance with all applicable credit criteria, you will receive a loan from <<Client NAME>> for the purchase of a <<EARLIEST MODEL YR. FOR TIER>> or newer vehicle which is the only acceptable collateral for this offer. Once your approval is confirmed your credit amount will be up to \$30,000 (maximum amount) depending on your creditworthiness, your choice of vehicle, and the monthly payment for which you qualify. Your APR will range from <<APR LOW FOR TIER>>% and <<APR HIGH FOR TIER>>%, with payments calculated by simple interest, and your term will range from 24 to 72 months to pay! Minimum down payment is \$500 to 40% of the Purchase Price plus taxes & fees. Your collateral value for financing must range from 85% to 140% of the current Black Book Wholesale value of the vehicle purchased. Purchase price plus taxes and fees minus down payment equals the amount financed. Examples: For every \$1,000 financed at 5.99% APR for a period of 72 months, the monthly payment is \$16.57; at 11.9% APR it is \$19.50, and at 15.9% it is \$21.64. Therefore, if you finance \$15,000 at 5.99% APR over 72 months your monthly payment will be \$292.47. The payment for \$15,000 financed at 17.9% APR over 72 months would be \$341.27. See <<Client NAME>> for additional examples. This offer expires on <<30 DAYS FOLLOWING PRE-SELECTED DATE>>.

We protect your personal information. View our privacy policy at:

<http://consumerfinance.gov>.

Call <<Client NAME>> and ask for <<CONTACT NAME>> at <<CONTACT PHONE NUMBER>> for details.

Example #3: Pre-Selected Email. Back side of letter. Actual font size, style, and proportions may vary

<<CONSUMER FIRST NAME>>,

Thank you for your interest in <<Client NAME>>. We have great news for you! You have been pre-selected for auto financing at <<Client NAME>> for up to <<MAX SELECTION>>. Please see the pre-selected certificate and details below. This offer is valid at <<Client NAME>> only and will expire <<30 DAYS FOLLOWING PRE-SELECTED DATE>>.

Please call me at <<CONTACT PHONE>> to discuss any questions you may have on your financing and to schedule your next appointment.

I look forward to hearing from you soon,

<<CONTACT NAME, TITLE>>

<<CONTACT PHONE>>

<<CONTACT EMAIL>>

For <<Client NAME>>



**Subject to credit approval. See below for details.*

You can choose to stop receiving “prescreened” offers of credit from this and other companies by calling toll free 1-888-567-8688. See PREScreen & OPT-OUT NOTICE below for more information about prescreened offers.

PREScreen AND OPT-OUT NOTICE: This “prescreened” offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria including providing acceptable property as collateral. If you do not want to receive prescreened offers of credit from this program, please click here, <<URL>> to opt out.

*TERMS AND CONDITIONS

This offer of auto credit is made to you by <<Client NAME>>. Your vehicle payment cannot exceed 15% of your gross monthly income; your vehicle payment totaled with your current monthly payment must not exceed 40% of your gross monthly income (debt to income ratio). You must be 21 years of age and document a reliable source of sufficient income and minimum time at your current address for two years. <<Client NAME>> assumes no responsibility for incorrect information supplied by credit reporting agencies. Any equity deficit in your current vehicle must be either paid or refinanced with your vehicle financed. Bankruptcies must be discharged. If in compliance with all applicable credit criteria, you will receive a loan from <<Client NAME>> for the purchase of a <<EARLIEST MODEL YR. FOR TIER>> or newer vehicle which is the only acceptable collateral for this offer. Once your approval is confirmed your credit amount will be up to \$30,000 (maximum amount) depending on your creditworthiness, your choice of vehicle, and the monthly payment for which you qualify. Your APR will range from <<APR LOW FOR TIER>>% and <<APR HIGH FOR TIER>>%, with payments calculated by simple interest, and your term will range from 24 to 72 months to pay! Minimum down payment is \$500 to 40% of the Purchase Price plus taxes & fees. Your collateral value for financing must range from 85% to 140% of the current Black Book Wholesale value of the vehicle purchased. Purchase price plus taxes and fees minus down payment equals the amount financed. Examples: For every \$1,000 financed at 5.99% APR for a period of 72 months, the monthly payment is \$16.57; at 11.9% APR it is \$19.50, and at 15.9% it is \$21.64. Therefore, if you finance \$15,000 at 5.99% APR over 72 months your monthly payment will be \$292.47. The payment for \$15,000 financed at 17.9% APR over 72 months would be \$341.27. See <<Client NAME>> for additional examples. This offer expires on <<30 DAYS FOLLOWING PRE-SELECTED DATE>>.

We protect your personal information. View our privacy policy at:

<http://consumerfinance.gov>.

Call <<Client NAME>> and ask for <<CONTACT NAME>> at <<CONTACT PHONE NUMBER>> for details.

Pre-Qualification Services

32) Terms and Conditions – EZ Qualify Online and Showroom Editions

- I. Term – The EZ Qualify (online & showroom) initial contract term is 1-year and will automatically renew for an additional 1-year period on each service term effective date anniversary. This term shall remain in place unless NCC or customer provides written notice of cancellation a minimum of 60-days (sixty) prior to the service effective date anniversary. Upon receipt of the written cancellation request, the EZ Qualify application will be canceled at the next effective service date anniversary.
 - a. EZ Qualify – Client Requirements
 - i. Client represents and warrants that it has contracted with a minimum of two lenders that can provide credit to an individual whose credit report has met certain credit selection criteria that is the basis for Client's firm offer of credit to every individual who is pre-screened and receives an Instant Screen credit score.
 - ii. Client shall extend a firm offer of credit to every individual who is prescreened and receives an EZ Qualify credit score. Client shall not withdraw or

- withhold the firm offer: i) at any time after an individual's credit score has been delivered to Client, or: ii) after the offer is made as permitted by the Fair Credit Reporting Act ("FCRA"). Client shall use the EZ Qualify Program for the foregoing purpose and no other purpose and will not share the individuals' score or any other information derived from the Program with any party who is not acting at the direction of the Client.
- iii. Client understands and agrees that when it extends credit directly to consumers through the assignment of financial instruments or through a Client owned or controlled "Buy-Here Pay-Here" type of arrangement it is considered a "Creditor" under the FCRA Procedural and Compliance Requirements.
 - iv. EZ Qualify is a pre-screen product designed for use by automobile Clients. The Federal Trade Commission ("FTC") authorizes pre-screening consumers pursuant to the EZ Qualify Program process; however, the FTC also has certain procedural requirements with which Client must comply. Refer to Exhibit A for Client's procedural requirements.
 - v. Client shall use the EZ Qualify service for its exclusive business use and will hold all information obtained from EZ Qualify in strict confidence, and will not copy, sell, or transfer such information to any third party. Client's employees, owners, and officers are forbidden from obtaining the prescreen information from EZ Qualify on themselves, their associates, or any other person except in the exercise of their official duties.
- b. Limited Warranty, Disclaimer, and Remedy.
- i. NCC warrants it is authorized to use TransUnion & FICO data to provide the Program. NCC makes no warranty, expressed or implied, including but not limited to the adequacy, merchantability, and fitness for a particular purpose, nor the compatibility of the Program provided hereunder with Client's intended use of the same, except that NCC will perform its obligations pursuant to this Agreement. NCC does not warrant or guarantee Client that a specific number of vehicle sales transactions, if any, will be realized by Client as a result of the Program. The services provided hereunder are provided on an "As-Is, As-Available" basis. Furthermore, NCC reserves the right to make changes to any and all aspects of the Program, at any time, without any obligation to notify any person or entity of such changes. To be certain that the Program complies with unique Client circumstances as they relate to federal, state, and local laws, Client must consult with and obtain the opinion of the attorney of its choice and at its own expense. If any NCC owners, officers, employees, agents, or representatives have made any oral or

written representations regarding the Program that conflict with this Agreement or any published literature or advertising materials, such statements shall not be deemed warranties, shall not be relied upon by Client and shall not be deemed part of this Agreement.

- ii. This section contains NCC's only Warranty concerning the program and NCC made expressly in lieu of all other warranties and representations, arising by contract or by law, express or implied, including any implied warranties of merchantability, or fitness for a particular purpose, or otherwise, which warranties and representations are hereby disclaimed. NCC will not be liable for any indirect, special, incidental, or consequential damages, including, but not limited to lost profits or exemplary damages, whether due to negligence or other forms of tort or contractual liability, even if we have been advised of the possibility of such damages. NCC's total liability relating to this Agreement for breach of contract, negligence, or any other claim shall in no event exceed the fees NCC receives hereunder. Client agrees to indemnify, defend, and hold NCC and its affiliates, their respective officers, directors, employees, and agents harmless from and against all fines, penalties, costs, and expenses (including but not limited to attorney's fees), suits, actions, damages, judgments, claims, liabilities, demands, losses and causes of action, which may be asserted against or incurred by NCC and its affiliates, their respective officers, directors, employees, representatives, and agents arising out of or related to i) the Program, this Agreement or otherwise based upon the negligence, intentional tort, omissions of, or breach of this Agreement by Client; ii) non-compliance by Dealership with any federal, state, local, and other statutes, laws, rules, regulations, and ordinances which are applicable to the Program.

EXHIBIT A

To EZ Qualify Agreement

Client Responsibilities

The Fair Credit Reporting Act allows a Client to pre-screen consumers so long as a firm offer of credit is made to those consumers who are identified to the Client with a credit score.

Consumers for whom you receive a credit score

- I. You must give the consumer a firm offer of credit in writing using the EZ Qualify Pre-Selected Certificate and firm offer (Exhibit B) printed from NCC or other applicable NCC-provided solutions (the "System"). In the event the consumer leaves the Client premises without receiving the EZ Qualify Pre-Selected Certificate the Client may send an email containing the Pre-selected Certificate and firm offer (Exhibit D).
- II. You must be able to honor the offer of credit if you verify certain non-credit report information in the Terms and Conditions section of the firm offer of credit has been met by the consumer.

- III. EZ Qualify provides a failsafe feature as a follow-up to unsold showroom traffic and to ensure that every consumer for which Client did not print a Pre-Selected Certificate from the System or email the Pre-Selected Certificate from the System, receives either (a) a cover letter and Pre-Selected Certificate (Exhibit C) mailed to the consumer by NCC for fees specified in the EZ Qualify agreement, or other applicable NCC provided solutions has the consumer's valid email address the firm offer and Pre-Selected Certificate will be sent by email.

Consumers who receive a designation of N/A

When a pre-screened consumer has a designation of N/A, you are required to do nothing. The N/A means one or more of the following: the consumer has enrolled in a credit protection program, the consumer has opted out of pre-screen offers, the consumer's credit file is or will be locked by the CRA, or the consumer's name and address do not match the TransUnion files. If you subsequently complete a credit application and/or pull a credit report, Adverse Action and Risk Based Pricing rules may apply.

For examples of Firm Offer of Credit notifications, please see section 29 of this document, Competitive Alerts, Terms and Conditions.

33). Terms and Conditions – EZ App

- I. National Credit Center's EZApp, PreQual, CreditVue, and TradeVue Service Term shall be a period of three (3) years from and after the date of the signature on the 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) year 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 Responsibilities

- **Client Shall not:**
 - Operate as the agent of any third party
 - Offer depersonalized Credit Information for bid by third parties
 - Utilize Pre-Qualification Services to replace a hard inquiry for the purpose of approving credit or any other option displayed to the consumer
 - Operate as a reseller of Pre-Qualification Services or provide any leads generated by the Pre-Qualification Services to another entity
 - Directly or indirectly charge a consumer any fees or costs or require any other payment for the Pre-Qualification Services or other information derived from the credit information
 - Offer the Pre-Qualification Services or Credit Information as the sole additional feature of a higher-priced service offering or as an incentive to, or bundled with, a fee-based offering
 - Provide the Credit Information (in whole or in part) obtained through the Pre-Qualification Services to a consumer or third party including but not limited to a credit store, decision, or other information or indicator of the consumer's creditworthiness
- II. Client acknowledges that it has the Permissible Purpose(s) defined in the Client Information section for obtaining credit reports in accordance with the Fair Credit Reporting Act and it is familiar with the requirements of the Fair Credit Reporting Act

("FCRA"). Client agrees to comply with all requirements of the FCRA in connection with ordering and using credit reports hereunder and acknowledges and agrees that it is solely responsible for its own FCRA compliance and security access.

- III. Client will order credit reports for its exclusive use, solely for the Permissible Purpose (s) defined herein. Client certifies that it shall use each Consumer Report only for one-time use, that it will be the end user of all credit reports and agrees that it will hold all information herein strictly confidential, and will not copy, sell, or transfer any such report or any information herein to any third party. Client agrees to implement appropriate procedures so that only employees with adequate training regarding the requirements of the FCRA have access to credit reports.
- IV. Client will obtain an authorization from each person on whom a credit report is ordered ("Consumer"), prior to ordering a credit report on such Consumer, and will maintain all authorizations on file for at least five (5) years. During such period, Client will provide NCC with copies of such authorization, or the originals, as may be requested by NCC from time to time. Subscriber agrees that NCC, upon reasonable notice, may conduct audits from time to time of Client's compliance with the FCRA and the requirements of this agreement, and Client agrees to provide reasonable cooperation with NCC in connection with such audits.

34). Equifax Pre-Qualification Terms and Conditions

- I. Any provision of Pre-Qualification Services by Broker to a Qualified Client shall be subject to the terms and conditions of the Agreement for Service between Broker and Qualified Client that governs the provision of Equifax Credit Information (the "**Agreement**") and the additional pre-qualification terms and conditions set forth below (the "**Pre-Qualification Terms and Conditions**"). Prior to Broker offering any Pre-Qualification Services to a Qualified Client, the Pre-Qualification Terms and Conditions shall be incorporated into the Agreement (whether by addendum or other appropriate method) and shall be binding on the parties.

1. Scope. These Pre-Qualification Terms and Conditions establish the terms and conditions pursuant to which Broker may provide the Pre-Qualification Services to Client as described herein.

2. Definitions. All capitalized terms used but not defined herein shall have the meanings given them in the Agreement. In addition to the definitions set forth elsewhere in these Pre-Qualification Terms and Conditions, the following terms have the meanings set forth below:

(a) "Consumer" means an individual who resides in the United States and requests a pre-qualification from Client.

(b) "Pre-Qualification Evaluation" means Client's review of the Pre-Qualification Information related to a Consumer Subject seeking pre-qualification, and screening such Consumer Subject and related Pre-Qualification Information against Client's selected criteria for purposes of pre-qualifying the Consumer Subject for a potential relationship involving the extension of credit to the Consumer Subject in the form of a loan. For the avoidance of doubt, a Pre-Qualification Evaluation shall not include an evaluation in connection with a pre-approval or an application or origination.

(c) "Pre-Qualification Services" are services that consist of the provision of Equifax Information to a Client in connection with a Pre-Qualification Evaluation, subject to the Pre-Qualification Terms and Conditions.

(d) "Consumer Subject" means the Consumer who is the subject of the Pre-Qualification Information.

(e) “Pre-Qualification Information” means the Equifax Information provided to Qualified Subscriber from the Pre-Qualification Services and includes any Scores.

(f) “Scores” means the credit risk scores provided to Qualified Client from the Pre-Qualification Services.

3. License. Subject to Client’s compliance with the terms of the Agreement (including these additional Pre-Qualification Terms and Conditions), and solely during the license term set forth in the Agreement or the applicable ordering document, Broker grants to Client and Client receives a nontransferable, non-exclusive, revocable license to use the Pre-Qualification Information within the Permitted Territory solely for the Permitted Use set forth below and not for any other purpose.

4. Consumer Authorization. Prior to requesting any Pre-Qualification Information, Client will obtain the written authorization of the Consumer Subject. Client will maintain such written authorization for the longer of (i) five (5) years after the date of the request for Pre-Qualification Information or (ii) the timeframe required under the Agreement for retention of consumer authorizations.

5. Permitted Use. Client will only use the Pre-Qualification Information in accordance with the Agreement (including these additional Pre-Qualification Terms and Conditions) and for the following use and no other use (the **“Permitted Use”**): Client acknowledges that Pre-Qualification Information consists of consumer reports as defined by the FCRA. Client certifies that it will use the Pre-Qualification Information only (a) in connection with a Pre-Qualification Evaluation, (b) in accordance with the FCRA and all state law FCRA counterparts, (c) in accordance with the written instructions of the Consumer Subject, and (d) solely for a single use and for no other purpose.

6. Qualified Subscriber Representations. Client covenants, represents and warrants that:

(a) Client shall (i) use the Pre-Qualification Information exclusively within Client own organization for the Permitted Use and for no other purpose, including credit decisioning purposes, and (ii) use and ensure that any permitted agents of Clients access and use Pre-Qualification Information in accordance with the terms of the Agreement (including these additional Pre-Qualification Terms and Conditions).

(b) Clients shall use the Pre-Qualification Information in a manner that (i) complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers’ rights to privacy; (ii) does not, in any way or for any purpose, infringe any third party’s intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; and (iii) is not defamatory, libelous, harmful to minors, obscene, pornographic, RES-20-00430/RES 20-05394 NCC Addendum to Value Added Broker Agreement 5 unlawfully threatening or unlawfully harassing. Client is solely responsible for all results of its or its employees and permitted agents use of the Pre-Qualification Information.

(c) Client shall establish strict procedures so that Client’s employees and permitted agents do not access Pre-Qualification Information except as set forth in the Agreement (including these additional Pre-Qualification Terms and Conditions) and shall comply with all Broker and/or Equifax policies and procedures Broker or Equifax makes known to Client from time to time regarding the Pre-Qualification Services.

(d) Client shall not (i) merge or combine the Pre-Qualification Information with information or data from any other source or (ii) use the Pre-Qualification Information in combination with any other Equifax Information Services.

(e) Client shall hold all Pre-Qualification Information licensed under these Pre-Qualification Terms and Conditions in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever to others except Consumer Subjects to the extent expressly permitted under Section 8 of these Pre-Qualification Terms and Conditions or as otherwise expressly required by law.

(f) Client shall not reuse Pre-Qualification Information in any manner, including with respect to any additional transactions or additional Pre-Qualification Evaluations or other evaluations for the Consumer Subject.

Consistent with the preceding sentence, Client shall not use the Pre-Qualification Information in connection with any pre-approval or application or origination, or any credit decisioning related thereto.

(g) If Client provides Consumer Subjects with access to its pre-qualifications via the Internet, Client shall adopt, publish, maintain and adhere to a privacy policy and upon request, provide Broker and/or Equifax with a copy of Client's privacy policy.

(h) Except as expressly permitted in these Pre-Qualification Terms and Conditions, Client shall not: (i) sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Pre-Qualification Information, or any portion thereof, to another in any manner or by any means; (ii) reverse engineer, decompile, modify in any manner, or create derivative works from the Pre-Qualification Information; (iii) interface or connect to the Pre-Qualification Services with any other computer software or system; or (iv) export nor permit the export of the Pre-Qualification Information outside of the Permitted Territory.

7. Storage. Client may maintain, copy, capture or otherwise retain the Pre-Qualification Information for thirty (30) days only ("**Storage Period**"); provided that (a) Client will only use the Pre-Qualification Information for the Permitted Use expressly permitted in these Pre-Qualification Terms and Conditions.

(b) Client must physically and logically segregate Pre-Qualification Information from other consumer reporting agency information; and (c) Client must have a formal process for expunging Pre-Qualification Information after 30 days. Broker and/or Equifax, reserves the right to review and approve the technical implementation for Client's access to the Pre-Qualification Information. After the expiration of the Storage Period, Client will not maintain, copy, capture or otherwise retain in any manner any Pre-Qualification Information.

8. Disclosing Pre-Qualification Information to Consumer Subjects. Client will not provide the Pre-Qualification Information to the Consumer Subject unless expressly required by law or approved in writing by Equifax. In the event that Client discloses the Pre-Qualification Information to the Consumer Subject, Client shall transmit such information only to the Consumer Subject for which the information pertains, accurately and in its entirety and include the date the information was last checked or revised by Equifax and the full name and mailing address of the Equifax office identified by Equifax as providing the information. In the event that the Consumer Subject does not qualify for the pre-qualification for which such Consumer Subject applies or otherwise requests the Pre-Qualification

Evaluation, Client will comply with all applicable laws and regulations requiring adverse action notification to the Consumer Subject (including the provisions of the FCRA, ECOA, all state law counterparts of them, and all applicable regulations promulgated under any of them). In no event shall Client charge the Consumer Subject a fee or other charges for the Pre-Qualification Information or the Pre-Qualification Evaluation.

9. No Unauthorized Representations. Client will make no representations or warranties on behalf of Equifax or relating to the Pre-Qualification Information except as authorized in writing by Equifax. Upon request, Client will provide its terms and conditions of use applicable to pre-qualifications to Equifax for review.

10. Consumer Handling. Client will refer all Consumers who have questions or dispute the Pre-Qualification Information to Equifax. In no case will Client attempt to, or hold itself out to the Consumer or to the public as being able to handle disputes on behalf of Equifax or to reinvestigate Equifax Information.

11. Promotion and Training. Prior to its publication and release, Equifax must review and approve all Client-created advertising, marketing and promotional material that describes the Pre-Qualification Information or which refers to the nature or capabilities of Equifax or otherwise mentions or refers to Equifax by name. Equifax will be provided a minimum of twenty (20) business days in which to review such material including any changes thereto. RES-20-00430/RES 20-05394 NCC Addendum to Value Added Broker Agreement 6

12. Audit. In addition to any audit or review rights set forth in the Agreement, Equifax may review and audit Client's access to and use of the Pre-Qualification Services. Such audit rights include, without limitation, the right to review and audit Client's terms and conditions of use applicable to pre-qualifications, as well as all Consumer consents. In connection with any audits hereunder, Equifax shall have the right, from time to time, to: (1) upon reasonable notice to Client, enter into Client's facilities during normal business hours and conduct on-site audits of Client's compliance with the terms hereunder; and (2) conduct audits by mail, email or similar electronic means that may require Client to provide documentation regarding compliance with the terms hereunder. Client gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Client's material breach of these Pre-Qualification Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Pre-Qualification Terms and Conditions.