

CLIENT AGREEMENT

This Client Agreement (“Agreement”) is made and entered into by and between TenantReportX, LLC (“TenantReportX”) 370 Reed Rd #100, Broomall, PA 19008, and *(insert legal business name)* (“Client”) with a business address *(insert address)*. Each, individually a (“Party”) and collectively the (“Parties”). This Agreement shall be effective on the date of the last signature below (the “Effective Date”).

RECITALS

WHEREAS, Client plans to order Consumer Reports and/or Investigative Consumer Reports as defined by the Fair Credit Reporting Act (collectively “Reports”) from TenantReportX;

WHEREAS, TenantReportX desires to prepare and deliver Reports to Client for a fee;

WHEREAS, TenantReportX and Client desire to further define the terms by which Reports will be provided by TenantReportX to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, TenantReportX and Client hereby agree as follows:

TERMS

1. Identification of Permissible Purpose for Receiving Reports. Client hereby certifies that all of its orders for Reports from TenantReportX shall be made, and the resulting Reports shall be used, for the following permissible purpose under the Fair Credit Reporting Act (“FCRA”) only:

(Please check box below):

<input type="checkbox"/>	For a tenant-related purpose but only upon the express written consent of any person that will be screened. <i>See</i> 15 U.S.C. § 1681b(a)(2).
<input type="checkbox"/>	For another legal reason, but only upon the express written consent of any person that will be screened. <i>See</i> 15 U.S.C. § 1681b(a)(2).

Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, including those additional terms and conditions more particularly set forth in the attached Exhibit D (hereinafter the “TRX Appendices”), which may be changed from time to time. Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client’s own data, or otherwise in any service which is derived from the Reports provided by TenantReportX. The Parties agree that the Appendices may be amended from time to time and shall be incorporated herein and made a part of this Agreement.

PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER

REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. **Legal Certifications for Tenant Screening and Other Legal Purposes.** Client understands that various legal requirements apply if/when it orders Reports for tenant screening and other legal purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for tenant screening and other legal purposes.
- A. **Federal, State, and Local Law Notifications.** Client certifies that before ordering a Report from TenantReportX for tenant screening or other legal purposes, it shall provide any necessary notifications under applicable federal, state, and local law to the Consumer. Client understands that various states, including, but not limited to, Arizona, California, New Jersey, New York, Massachusetts, Oklahoma and Washington require that specific information be communicated to the Consumer under certain circumstances. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
 - B. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report from TenantReportX, the Consumer shall authorize in writing the procurement of such Report. Consent paperwork shall appropriately inform the Consumer of the reason for the TenantReportX check and the nature of such check, in compliance with the FCRA, and all other applicable federal, state and local laws.
 - C. **Post-Adverse Action Procedures.** If Client decides to take adverse action based upon a Report provided by TenantReportX, it shall issue to the Consumer notice of any adverse action taken based in part or whole on a Report, including the statutorily-required notice identified in the FCRA ([Summary of Consumer Rights Model Form \(Mar. 2023\)](#)). Among other things, such notice shall include: (1) the name, address, and telephone number of the consumer reporting agency, TenantReportX, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the FCRA, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency.

4. Additional Commitments for Reports Containing Certain Types of Information.

- A. Investigative Consumer Report Information.** If Client chooses to order Investigative Consumer Reports (i.e. certain interview-based reports), it certifies that it shall comply with all legal requirements pertaining to Investigative Consumer Reports. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having TenantReportX prepare an Investigative Consumer Report for Client, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by a consumer for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure shall be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is later.
- B. California Investigative Consumer Reporting Agencies Act.** If a Client chooses to order an Investigative Consumer Report in connection with the hiring of a dwelling unit, as defined in California Civil Code §1940, subdivision (c), Client agrees and certifies that it will, no later than three (3) days after the date on which the Investigative Consumer Report was first requested, notify the consumer in writing that an Investigative Consumer Report will be made regarding the consumer's character, general reputation, personal characteristics, and mode of living. The notification shall also include the name and address of the investigative consumer reporting agency that will prepare the Investigative Consumer Report and a summary of the provisions of California Civil Code §1786.22. Client further agrees and certifies that it will provide a copy of the Investigative Consumer Report to the subject of the investigation, as provided in California Civil Code §1786.16, subdivision (b).
- C. Credit History Information.** If Client chooses to order credit reports from TenantReportX, it certifies the following:
1. Client acknowledges that special requirements are imposed by National Credit Reporting Agencies ("Credit Bureaus") before access to credit history information may be provided. Client therefore agrees to the following:

- a. Client shall permit a physical site inspection of its premises within a reasonable time after the Effective Date. The cost for the site inspection will be billed to Client. TenantReportX will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
- b. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; Client shall also inform all employees that they may not access their personal information or information about friends and/or relatives or any other person unless it is for legitimate business purposes.
- c. To the extent Client is eligible to receive credit scores ("Scores"), Client shall only do so for its own exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder shall be held in strict confidence by Client and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person, except (i) to those employees of 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 Scores by the third-party only to the use permitted to Client and contains the prohibitions 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 Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an agreement between TenantReportX and Client for Scores obtained from a Credit Bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through TenantReportX, Client shall not disclose to consumers or any third-party any or all such scores provided under this Agreement, unless required by law.
- d. Client shall release and indemnify the Credit Bureaus from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this Agreement.

- e. Client shall comply with any other requirements imposed by the Credit Bureaus, so long as TenantReportX makes Client aware of such a requirement.
- D. **Criminal History Information.** TenantReportX recommends that Client screen consumers at the county, state, and federal level, as well as using federal and multi-state/nationwide databases. Client understands that TenantReportX cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible “hit” and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that they should engage in a multi-step process when evaluating screening applicants’/ criminal history information. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.
- E. **Motor Vehicle Record Information.** Client certifies that it will only order motor vehicle records and/or driving records (collectively “MVRs”) in strict compliance with the Driver Privacy Protection Act (“DPPA” at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs. Client shall not retain or store any TenantReportX-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer’s MVR in the Consumer’s file. Client shall not transmit any data contained in the reported MVR via unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by TenantReportX. Client agrees to complete such state-specific written consent materials as required by law or requested by TenantReportX.
- F. **The Work Number.** Client acknowledges that special requirements are imposed by Talx Corporation before access to “The Work Number” may be provided by TenantReportX. If Client chooses to order such information from TenantReportX, Client agrees to comply with the terms for “Subscribers” identified on Exhibit B to this Agreement.
- G. **Death Master File.** Client acknowledges that certain data provided by TenantReportX includes information obtained from the Deal Master File (“DMF”), made available by the US Department of Commerce National Technical Information Services (“NTIS”) and subject to regulations found at 15 CFR Part 1110 and Client agrees that it shall comply with the DMF terms located within the TRX Appendices.

5. **Obligations Regarding the Security of Reports.** Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:
- A. **Prevent Misuse of Services or Information.** Client shall only request Reports for one-time use. Client agrees to take appropriate measures to protect against the misuse and/or unauthorized access of Reports. Client agrees that TenantReportX may temporarily suspend Client's access pending an investigation of Client's potential misuse. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, TenantReportX may immediately terminate this Agreement.
 - B. **Properly Maintain the Client Account.** Client is responsible for the administration and control of Account IDs and shall identify a security administrator to coordinate with TenantReportX. Client shall manage all Account IDs and notify TenantReportX promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of TenantReportX with respect to account maintenance as communicated to Client from time to time.
 - C. **Limit Access Within Organization.** Client shall disclose Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.
 - D. **Limit Distribution Outside of Organization.** Client shall hold any Report obtained from TenantReportX in strict confidence and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.
 - E. **Disposal of Consumer Report Information.** Client agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of Report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information. In all instances, Client's Report disposal procedures shall comply with applicable law.
 - F. **Properly Handle Any Potential or Actual Security Breaches.** Client agrees to implement and maintain a comprehensive information security program written in one or more readily accessible parts, that contains administrative, technical and physical

safeguards appropriate to Client's size and complexity as set forth in the Access Security Requirements contained in the Appendix J. In the event that Client learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, Client shall comply with any and all applicable data breach laws.

6. TenantReportX's Services and Obligations.

- A. Compliance with Applicable Laws.** TenantReportX agrees to comply with all laws applicable to consumer reporting agencies. Among other things, TenantReportX will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.
- B. Scope of Information Provided.** TenantReportX shall seek out and deliver information consistent with the service descriptions set forth on its website at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with TenantReportX. Client also understands that it will not receive information from TenantReportX that falls outside of a requested search, and that it will not receive information that TenantReportX determines—in its sole discretion—to be unreportable under applicable law.
- C. Administrative Role as to Adverse Action Correspondence.** If Client elects to have TenantReportX send out adverse action letters on its behalf, Client understands that it must notify TenantReportX each time it wishes for a letter to go out. TenantReportX will not send out any adverse action letters unless expressly instructed to do so. Client accepts full responsibility for the content of any adverse action letters sent by TenantReportX and understands that it must notify TenantReportX if it wishes to use a particular template or if it wishes to modify the template made available through TenantReportX. Client agrees that TenantReportX plays no role in deciding whether an individual should incur adverse action based upon a Report. Client accepts full responsibility for any and all substantive decision-making based upon the Reports it receives from TenantReportX. Both Parties agree that TenantReportX's role as to the adverse action process is strictly administrative. Client shall indemnify and hold harmless TenantReportX, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to TenantReportX's sending adverse action correspondence on behalf of Client.

7. **No Legal Advice.** Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Client understands and acknowledges that TenantReportX is not a law firm and does not provide legal advice in connection with TenantReportX's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by TenantReportX's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by TenantReportX. Client understands that sample forms or documents made available by TenantReportX to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices, are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of TenantReportX's sample documents or processes—including any process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use TenantReportX's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of TenantReportX), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes. Client shall indemnify and hold harmless TenantReportX, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Client's use of sample forms, sample documents, or processes made available by TenantReportX.

8. **Responsibility for Decision-Making.** Client understands and agrees that TenantReportX does not make the decision to deny tenancy or take any other adverse action based on any reported findings in the TenantReportX investigation process. This responsibility rests solely with Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by TenantReportX.

9. **Warranties, Remedies, and Indemnification.**

- A. TenantReportX assembles information from a variety of sources, including courthouses and government agencies. Client understands that these information sources are not maintained by TenantReportX. Therefore, TenantReportX cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, TenantReportX has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.
- B. Client understands that TenantReportX obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources “AS IS” and, therefore, is providing the information to Client “AS IS”. **TENANTREPORTX MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE; TENANTREPORTX EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- C. In addition to any indemnification obligation set forth elsewhere in this Agreement, Client shall indemnify and hold harmless TenantReportX, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client’s violation of applicable laws or ordinances, or (iii) Client’s negligence, misconduct, recklessness, errors or omissions.
- D. **TENANTREPORTX SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF TENANTREPORTX WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, TENANTREPORTX SHALL NOT BE LIABLE TO CLIENT UNDER ANY CIRCUMSTANCES FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO TENANTREPORTX BY CLIENT DURING THE 12 MONTHS BEFORE SUCH LIABILITY AROSE. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.**

10. Fees and Invoices. Client shall be responsible for paying all fees for services rendered to it, consistent with Exhibit A. In addition to service fees, Client shall be responsible for all data access charges or similar charges incurred by TenantReportX in carrying out the requested searches/verifications (e.g., applicable court access costs or surcharges levied by federal, state, county governments, or governmental agencies, or fees charged by educational institutions, employer verification lines, licensing agencies, or other third-parties for access to information). Client shall also be responsible for charges resulting from Client's own errors (e.g., inputting data incorrectly or making duplicate requests). TenantReportX may increase its fees for service at any time upon written notice. Client will be billed monthly. Invoices are considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify TenantReportX of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for TenantReportX to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due and interest, TenantReportX shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

11. Term. This Agreement may be terminated by either Party for any reason whatsoever upon 30 days' prior written notice to the other Party. Notwithstanding the above, TenantReportX may terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, TenantReportX may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

12. Miscellaneous.

- A. Counterparts; Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- B. Independent Contractor.** Each Party is and shall remain an independent contractor. Neither Party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner.
- C. Address Change.** Client shall notify TenantReportX if Client changes its name or address.
- D. Information for "Vetting Purposes".** Client shall be expected to provide certain information to TenantReportX regarding the nature of its business so that TenantReportX may appropriately "vet" Client before providing Reports.

- E. **General Legal Compliance.** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from TenantReportX.
- F. **Receipt of Federal Notices.** Client acknowledges that it has received a copy of two governmental notices: “A Summary of Your Rights Under the Fair Credit Reporting Act” and “Notice to Users of Consumer Reports.”
- G. **Audits.** TenantReportX shall have the right to conduct periodic audits of Client’s compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through TenantReportX. The scope and frequency of any audit shall be at the reasonable discretion of TenantReportX and will be subject to requirements imposed by third-party vendors. TenantReportX will provide reasonable notice prior to conducting any audit provided that TenantReportX has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by TenantReportX, including, but not limited to, immediate termination of this Agreement.
- H. **Forum Selection and Choice of Law.** Pennsylvania law and federal law will govern this Agreement for all matters except for collections. The Parties agree that any legal disputes other than collection matters will be handled in state court in Pennsylvania or federal court in Pennsylvania. Both Parties agree that personal jurisdiction exists in Pennsylvania.
- I. **Validity of Agreement.** The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- J. **Force Majeure.** The obligation of TenantReportX to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, pandemic, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- K. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, Client shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of TenantReportX.
- L. **No Third-Party Beneficiaries.** Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the Parties hereto and their respective successors and permitted assigns.

- M. **No Waiver.** The failure of either Party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
- N. **Exhibits, Schedules and TRX Appendices Link Incorporated.** All Exhibits, and Schedules attached hereto, including the TRX Appendices link, are incorporated herein.
- O. **Survival.** The following provisions shall survive termination of this Agreement: 4B(2)(e), 5, 6C (indemnification), 6D (indemnification), 7, 8, 9, 10, 12E, and 12H.
- P. **Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement between the Parties and supersede all prior understanding, written or oral, between the Parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each Party to this Agreement.

In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Agreement on behalf of Client.**

Client's Legal Business Name

TenantReportX, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Physical Address/Location of Client Identified Above

Exhibit A – Pricing

to be attached.

Exhibit B – Additional Terms
For Ordering Employment Verification
from “The Work Number”

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

1. Any information services and data originating from EVS (the “EVS Employment Information”) will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Only designated representatives of Subscriber will request EVS Employment Information on Subscriber’s employees, and employees will be forbidden to obtain EVS Employment Information on themselves, associates or any other persons except in the exercise of their official duties. Subscriber will not disclose EVS Employment Information to the subject of the EVS Employment Information except as permitted or required by law, but will refer the subject to EVS.
2. Subscriber will hold EVS and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of EVS Employment Information by Subscriber, its employees or agents contrary to the conditions of Section 1 above or applicable law.
3. Subscriber recognizes that EVS does not guarantee the accuracy or completeness of EVS Employment Information and Subscriber releases EVS and EVS’s agents, employees, affiliated credit reporting agencies and independent contractors from any liability, including negligence, in connection with the provision of EVS Employment Information and from any loss or expense suffered by Subscriber resulting directly or indirectly from EVS Employment Information. Subscriber covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against EVS, EVS's agents, employees, affiliated credit reporting agencies, or independent contractors arising out of or relating in any way to the accuracy, validity, or completeness of any EVS Employment Information.
4. Subscriber will be charged for the EVS Employment Information by CRA, which is responsible for paying EVS for the EVS Employment Information; provided, however, should the underlying relationship between Subscriber and CRA terminate at any time during the term of this Agreement, charges for the EVS Employment Information will be invoiced to Subscriber, and Subscriber will be solely responsible to pay EVS directly.
5. Fair Credit Reporting Act Certification. Subscriber certifies that it will order EVS Employment Information, which is a consumer report as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (“FCRA”), only when Subscriber intends to use the EVS Employment Information: (a) in accordance with the FCRA and all state law counterparts; and for the following permissible purpose: for employment purposes; provided, however, that Subscriber certifies that, before ordering EVS Employment Information to be used in connection with employment purposes, it will clearly and conspicuously disclose to the Consumer, in a written document consisting solely of

the disclosure, that Subscriber may obtain EVS Employment Information for employment purposes, and will also obtain the Consumer's written authorization to obtain or procure EVS Employment Information relating to that Consumer. Subscriber further certifies that it will not take adverse action against the Consumer based in whole or in part upon the EVS Employment Information without first providing to the Consumer to whom the EVS Employment Information relates a copy of the EVS Employment Information and a written description of the Consumer's rights as prescribed by the Consumer Financial Protection Bureau ("CFPB") under Section 609(c)(3) of the FCRA as referenced on Exhibit C attached hereto, and also will not use any EVS Employment Information in violation of any applicable federal or state equal employment opportunity law or regulation. Subscriber will use EVS Employment Information ordered under this Agreement for the foregoing purpose and for no other purpose. Subscriber acknowledges that it has received from CRA a copy of the consumer rights summary as prescribed by the CFPB as referenced on Exhibit C.

It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." EVS may periodically conduct audits of Subscriber regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by email whenever possible and will require Subscribers to provide documentation as to permissible use of particular EVS Employment Information. In addition, CRA will be required to provide documentation indicating CRA validated the legitimacy of subscriber prior to contract execution and will also provide a copy of agreement between CRA and Subscriber. Subscriber gives its consent to EVS to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Subscriber's material breach of this Agreement, constitute grounds for immediate suspension of the Service or termination of this Agreement. If EVS terminates this Agreement due to the conditions in the preceding sentence, Subscriber (i) unconditionally releases and agrees to hold EVS harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against EVS in connection with such termination.

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order EVS Employment Information relating to Vermont residents that are consumer reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Subscriber has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Subscriber further certifies that a copy of Section 2480e of the Vermont Fair Credit Reporting Statute, attached hereto, was received from CRA.

Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act and any amendments to it, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the Consumer.

6. Data Security. This Section 6 applies to any means through which Subscriber orders or accesses EVS Employment Information including, without limitation, system-to-system, personal computer or the Internet. The term “Authorized User” means a Subscriber employee that Subscriber has authorized to order the EVS Employment Information and who is trained on Subscriber’s obligations under this Agreement with respect to the ordering and use of the EVS Employment Information, including Subscriber’s FCRA and other obligations with respect to the access and use of consumer reports.

With respect to handling the EVS Employment Information, Subscriber agrees to:

- (a) ensure that only Authorized Users can order or have access to EVS Employment Information,
- (b) ensure that Authorized Users do not order EVS Employment Information for personal reasons or provide them to any third party except as permitted by this Agreement,
- (c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,
- (d) ensure that all devices used by Subscriber to order or access the EVS Employment Information are placed in a secure location and accessible only by Authorized Users and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
- (e) take all necessary measures to prevent unauthorized ordering of EVS Employment Information by any persons other than Authorized Users for permissible purposes, including, without limitation, (a) limiting the knowledge of the Subscriber security codes, member numbers, User IDs, and any passwords Subscriber may use (collectively, “Security Information”), to those individuals with a need to know, (b) changing Subscriber’s user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the EVS Employment Information, or if Subscriber suspects an unauthorized person has learned the password, and (c) using all security features in the software and hardware Subscriber uses to order EVS Employment Information,
- (f) in no event access the EVS Employment Information via any hand-held wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals, and portable data terminals,
- (g) not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) to store EVS Employment Information.
- (h) encrypt EVS Employment Information when it is not in use and with respect to all printed EVS Employment Information store in a secure, locked container when not in use and completely destroyed when no longer needed by cross-cut shredding

- machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,
- (i) if Subscriber sends, transfers or ships any EVS Employment Information, encrypt the EVS Employment Information using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key encrypted algorithms,
 - (j) monitor compliance with the obligations of this Section 6, and immediately notify EVS if Subscriber suspects or knows of any unauthorized access or attempt to access the EVS Employment Information, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,
 - (k) not ship hardware or software between Subscriber's locations or to third parties without deleting all Security Information and any EVS Employment Information,
 - (l) if Subscriber uses a Service Provider to establish access to EVS Employment Information, be responsible for the Service Provider's use of Security Information, and ensure the Service Provider safeguards Security Information through the use of security requirements that are no less stringent than those applicable to Subscriber under this Section 6,
 - (m) use commercially reasonable efforts to assure data security when disposing of any consumer information or record obtained from the EVS Employment Information. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Subscriber's activities (e.g. the Consumer Financial Protection Bureau, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.
 - (n) use commercially reasonable efforts to secure EVS Employment Information when stored on servers, subject to the following requirements: (i) servers storing EVS Employment Information must be separated from the internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect EVS Employment Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing EVS Employment Information, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security specific system patches, as they are available,
 - (o) not allow EVS Employment Information to be displayed via the internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices, and
 - (p) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise and maintain an audit trail history for at least three (3) months for review by EVS.

If EVS reasonably believes that Subscriber has violated this Section 6, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Subscriber and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Subscriber's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Subscriber's compliance with the data security requirements of this Section 6.

7. Subscriber certifies that it has read the attached Exhibit D "Notice to Users of Consumer Reports, Obligations of Users" which explains Subscriber's obligations under the FCRA as a user of consumer information which are located within the TRX Appendices.

State Compliance Matters
Vermont Fair Credit Reporting Contract Certification

The undersigned, ("Subscriber"), acknowledges that it subscribes to receive various information services from TALX Corporation, a provider of Equifax Verification Solutions ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Subscriber's continued use of EVS information services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Subscriber certifies that it will order EVS Employment Information relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from EVS.

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

§ 2480e. Consumer consent

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

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

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

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

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

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision

(a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing

the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Consumer Financial Protection Bureau.

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

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

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

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

Exhibit D

TRX Appendices

APPENDIX A

Notice To Users of Consumer Reports: Obligations of Users Under FCRA

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

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

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

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

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

- As ordered by a court or a federal grand jury subpoena, Section 604 (a)(1)
- As instructed by the consumer in writing, Section 604 (a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)

- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

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

B. Users Must Provide Certifications

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

C. Users Must Notify Consumers When Adverse Actions Are Taken

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

1. Adverse Actions Based on Information Obtained From a CRA

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

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

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

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

3. Adverse Actions Based on Information Obtained From Affiliates

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

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

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

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

E. Users Have Obligations When Notified of an Address Discrepancy

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

F. Users Have Obligations When Disposing of Records

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

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

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

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

III. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below,

and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation).

- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

IV. OBLIGATIONS UNDER THE CALIFORNIA INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT

If an Investigative Consumer Report is sought in connection with the hiring of a dwelling unit, as defined in California Civil Code §1940, subdivision (c), User must, (1) Provide the consumer a means by which the consumer may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any report that is prepared. If the consumer wishes to receive a copy of the report, the User shall send a copy of the report to the consumer within three business days of the date that the report is provided to the User by TenantReportX. The notice to request the report may be contained in either the disclosure form, as required by subdivision (a), or a separate consent form. The copy of the report shall contain the name of TenantReportX, its address, and telephone number as the investigative reporting agency that will prepare the report and how to contact them; (2) not later than three (3) days after the date on which the Investigative Consumer Report was first requested, notify the consumer in writing that an Investigative Consumer Report will be made regarding the consumer's character, general reputation, personal characteristics, and mode of living. The notification shall also include the name of TenantReportX and its address as the credit reporting agency that will prepare the Investigative Consumer Report and a summary of the provisions of California Civil Code §1786.22.

TenantReportX shall require User to certify that it will provide a copy of the Investigative Consumer Report to the subject of the investigation, as provided in the California Civil Code §1786.16, subdivision (b).

TenantReportX shall require User to certify that the User has made the applicable disclosures to the consumer required by this subdivision and that the User will comply with the California Civil Code §1786.16, subdivision (b).

V. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

VI. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1),

604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

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

VII. LIABILITY FOR VIOLATIONS OF THE FCRA

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

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

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

Section 602	15 U.S.C. 1681
Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681c(A)
Section 605B	15 U.S.C. 1681c(B)
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o

Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

APPENDIX A-2
NOTICE TO FURNISHERS OF INFORMATION:
OBLIGATIONS OF FURNISHERS UNDER THE FCRA

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

The Fair Credit Reporting Act (FCRA), 15 USC 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is set forth in full at the **Consumer Financial Protection Bureau's website** www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The banking and credit union regulators and the CFPB will promulgate guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. The regulations and guidelines issued by the CFPB will be available at www.consumerfinance.gov/learnmore when they are issued. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

The federal banking and credit union regulators and the CFPB will issue regulations that will identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Once

these regulations are issued, furnishers must comply with them and complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a “credit repair organization.” The CFPB regulations will be available at www.consumerfinance.gov/learnmore. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer’s file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to “nationwide” consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 222, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher’s agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties When ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each consumer reporting agency of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

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

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

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

APPENDIX A-3

A Summary of Your Rights Under the Fair Credit Reporting Act

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active-duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, NW Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street, SW Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Division Regional Office
6. Small Business Investment Companies	Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street, SW, Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, NE Washington, DC 20549
8. Institutions that are members of the Farm Credit System	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, NW Washington, DC 20580 (877) 382-4357

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

Remedying the Effects of Identity Theft

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. **You have the right to ask that nationwide consumer reporting agencies place “fraud alerts” in your file to let potential creditors and others know that you may be a victim of identity theft.** A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

- Equifax: 1-800-525-6285; www.equifax.com
- Experian: 1-888-397-3742; www.experian.com
- TransUnion: 1-800-680-7289; www.transunion.com

An initial fraud alert stays in your file for at least one year. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit.

For more detailed information about the identity theft report, visit www.consumerfinance.gov/learnmore.

2. **You have the right to free copies of the information in your file (your “file disclosure”).** An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.consumerfinance.gov/learnmore.
3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It may also specify an address for you to send your request. Under certain circumstances a business can refuse to provide you with these documents. See www.consumerfinance.gov/learnmore.

4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief – like the name of the creditor and the amount of the debt.
5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file.** An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.
6. You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft. To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.
7. The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

To learn more about identity theft and how to deal with its consequences, visit www.consumerfinance.gov/learnmore or write to the Consumer Financial Protection Bureau. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state Attorney General.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.consumerfinance.gov/learnmore.

APPENDIX B

Prohibited Businesses and Industries

ENTITIES THAT CANNOT BE PROVIDED INFORMATION

- Adult entertainment services of any kind
- A business that operates out of an apartment or unrestricted location within a residence (unless approved by repository).
- Attorneys or Law offices, except Bankruptcy Attorneys for bankruptcy filing purposes.
- Bail Bondsman
- Check cashing establishment
- Credit counseling (unless 501c3)
- Credit repair clinic
- Dating Service
- Financial counseling
- Genealogical or heir research firm
- Massage Services
- Client that locates missing children
- Pawn shop
- Private Detectives, detective agencies or investigative companies
- Individual seeking information for their private use
- Client that handles third-party repossession
- Client or individual involved in spiritual counseling
- Subscriptions (magazines, book clubs, record clubs, etc.)
- Tattoo service
- Insurance claims
- Internet locator services
- Asset location services
- Future services (i.e., health clubs, timeshare, continuity clubs, etc.)
- News agencies or journalists
- Law enforcement (except for employment screening purposes)
- Any Client or individual who is known to have been involved in credit fraud or other unethical business practices
- Companies listed on repository alert report notifications

APPENDIX C

Equifax Requirements

Client, in order to receive consumer credit information from Equifax Information Services, LLC, through TenantReportX agrees to comply with the following conditions required by Equifax, which may be in addition to those outlined in the Client Service Agreement (“Agreement”).

- Client understands and agrees that Equifax’s delivery of information to Client via TenantReportX is specifically conditioned upon Client’s agreement with the provisions set forth in this Agreement.
 - Client understands and agrees that these requirements pertain to all of its employees, managers and owners and that all persons having access to Equifax consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.
- 1.0 Client hereby agrees to comply with all current and future policies and procedures instituted by TenantReportX and required by Equifax. TenantReportX will give Client as much notice as possible prior to the effective date of any such new policies, required in the future; but does not guarantee that reasonable notice will be possible. Client may terminate this agreement at any time after notification of a change in policy in the event Client deems such compliance as not within its best interest.
- 2.0 Client certifies that it will order and use Limited-ID or Limited DTEC reports in connection with only one of the following purposes involving the subject of the report and for no other purpose:
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;
 - For required institutional risk control or for resolving consumer disputes or inquiries;
 - Due to holding a legal or beneficial interest relating to the consumer;
 - As necessary to effect, administer, or enforce a transaction to underwrite insurance at the consumer’s request, for reinsurance purposes or for the following purposes related to the consumer’s insurance: account administration, reporting, investigation fraud prevention, premium payment processing, claim processing, benefit administration or research projects;
 - To persons acting in a fiduciary or representative capacity on behalf of, and with the consent of, the consumer; or
 - As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, including location for collection of a delinquent account.
- 2.1 Subscriber, if a government agency, certifies it will order and use Limited-ID or Limited DTEC in connection with the following purposes involving the subject and for no other purpose: (y) pursuant to FCPI Section 608 or (z) for an investigation on a matter related to public safety.
- 2.2 Client further certifies that it will, with each Limited ID or Limited DTEC inquiry, include the Exception Code required by Equifax that identifies the use for which Client is ordering the information, and that because Limited ID and Limited DTEC reports are not consumer reports Client will not order or use Limited ID or Limited DTEC reports, in whole or in part, to determine eligibility for credit, insurance, or for any other permissible purpose, as defined by the FCPI, for which a consumer reporting agency is permitted to furnish a consumer report.
- 2.3 Equifax may periodically conduct audits of Client regarding its compliance with the FCPI and other certifications in this Agreement. Audits will be conducted by mail whenever possible and

will require Subscribers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports.

2.3.1 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 this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement.

2.3.2 If Equifax terminates this Agreement due to the conditions in the preceding sentence, Subscriber

- i. Unconditionally releases and agrees to hold Equifax harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and
- ii. Covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

3.0 Client certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing Client, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a Client that locates missing children, a Client that handles third party repossession, a Client seeking information in connection with time shares or subscriptions, a Client or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Equifax.

4.0 Client agrees that Equifax shall have the right to audit records of Client that are relevant to the provision of services set forth in this agreement. Client authorizes TenantReportX to provide to Equifax, upon Equifax's request, all materials and information relating to its investigations of Client and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information.

Client understands that Equifax may require TenantReportX to suspend or terminate access to Equifax's information in the event Client does not cooperate with any such an investigation. Client shall remain responsible for the payment for any services provided to Client prior to any such discontinuance.

5.0 Equifax information will be requested only for Client's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law.

5.1 Client agrees that Equifax information will not be forwarded or shared with any third party unless required by law or approved by Equifax. If approved by Equifax and authorized by the consumer, Client may deliver the consumer credit information to a third party, secondary, or joint user with which Client has an ongoing business relationship for the permissible use of such information. Client understands that Equifax may charge a fee for the subsequent delivery to secondary users.

5.2 Only designated representatives of Client will request Equifax information on Client's employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties.

5.3 Client will not disclose Equifax information to the subject of the report except as permitted or required by law but will refer the subject to Equifax.

- 5.4 Client will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax information by Client, its employees or agents contrary to the conditions of this paragraph or applicable law.
- 6.0 Client understands that it must meet the following criteria:
- The Client company name, including any DBA's, and the address on the Client Application ("Application") and Agreement must match;
 - The telephone listing must be verified in the same Client name and address that was provided on the Application and Agreement;
 - A copy of the current lease of the business must be reviewed by TenantReportX to confirm the Client is at the same address that is shown on the Application and Agreement, and the following pages of the lease must be reviewed for verification: the signature page; the address page; the terms of the lease page; landlord name and landlord contact information;
 - A copy of the principal's driver's license is required to verify the principal's identity;
 - A current business license must be supplied and reflect the same name and at the same address provided on the Application and Agreement (contact TenantReportX for valid substitutions when a license is not required by the state); and
 - An on-site inspection of the office is to be conducted by an Equifax certified Client.
- *Note (c) and (d) are not required if the Client is publicly traded on a nationally recognized stock exchange
- 7.0 Client will be charged for Equifax consumer credit information by TenantReportX, which is responsible for paying Equifax for such information; however, should the underlying relationship between TenantReportX and Client terminate at any time during this agreement, charges for Equifax consumer credit information will be invoiced to Client, and Client will be solely responsible to pay Equifax directly.
- 8.0 Client agrees that it will properly dispose of all consumer information in accordance with the following.
- As used herein, "consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records.
 - Consumer information does not include information that does not identify individuals, such as aggregate information or blind data.
 - "Dispose," "disposing," or "disposal" means:
 - (1) The discarding or abandonment of consumer information; or
 - (2) The sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored.
- 8.1 A Subscriber who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. Reasonable measures include:
- (1) implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed;

- (2) implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed; and
 - (3) after due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with the above.
- 9.0 Client agrees to hold harmless Equifax and its directors, officers, employees, agents, successors and assigns, from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorney's fees and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand or suit, whether or not meritorious, brought or asserted by any third party arising out of or resulting from any actual or alleged negligence or intentional act of Client, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of Client to duly and fully perform its obligations under this Agreement, the denial of service to Client by Equifax, the misuse or improper access to Equifax consumer credit information by Client or the failure of Client to comply with applicable laws or regulations. Client further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Equifax and releases Equifax from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Client resulting directly or indirectly from its use of consumer credit information from Equifax.
- 10.0 EQUIFAX MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ACROPAC OR ANY OTHER MACHINERY, EQUIPMENT, MATERIALS, PROGRAMMING AIDS OR OTHER ITEMS UTILIZED BY CLIENT IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY SUBSCRIBER.

Appendix C-2 Additional Equifax Requirements

This Appendix C-2 supplements the service agreement ("Agreement") under which Client receives, as part of its service from TenantReportX, consumer credit report information available from Equifax Information Services LLC ("Equifax").

This Appendix contains additional information services available from Equifax, described below, that may be provided to Client subject to the terms and conditions of the Agreement, and additional terms and conditions that apply to such additional information services.

The following shall apply if Client receives any of the services listed below.

1.0 BEACONSM is a consumer report credit scoring service based on a model developed by Fair, Isaac and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed ("Score").

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

2.1 Disclosure of Scores: Client will hold all information received from Equifax in connection with any Score received from Equifax under this Agreement in strict confidence and will not disclose that information to the consumer or to others except in accord with the following sentence or as required or permitted by law.

- Client may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer.
- Client must describe the principal factors in a manner which complies with Regulation B of the ECOA.

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

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

2.4 Audit of Models: Client may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the

Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Client will be deemed to have accepted the resulting Score and principal factors delivered. It is Client's sole responsibility to validate all scoring models on its own records and performance.

- 2.5 Confidentiality: Client will hold all Scores received from Equifax under this Agreement in strict confidence and will not disclose any Score to the consumer or to others except as required or permitted by law. Client may provide the principal factors contributing to the Score to the subject of the report when those principal factors are the basis of Client's adverse action against the subject consumer. Client must describe the principal factors in a manner which complies with Regulation B of the ECOA. Further, Client acknowledges that the Score and factors are proprietary and that, Client will not provide the Score to any other party without Equifax's and Fair, Isaac's prior written consent except for disclosure to the subject consumer if Client has taken adverse action against such consumer based in whole or in part on the consumer report with which the Score was delivered or as required by law.
- 2.6 Limited Liability: The combined liability of Equifax and Fair, Isaac arising from any particular Score provided by Equifax and Fair, Isaac shall be limited to the aggregate amount of money received by Equifax from Client with respect to that particular Score during the preceding twelve (12) months prior to the date of the event that gave rise to the cause of action.
- 2.7 Adverse Action: Client shall not use a Score as the basis for an "Adverse Action" as defined by the Equal Credit Opportunity Act or Regulation B, unless score factor codes have been delivered to Client along with the Score.

3.0 SAFESCAN®

- 3.1 SAFESCAN is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. SAFESCAN is a registered trademark of Equifax.
- 3.2 Permitted Use. SAFESCAN is not based on information in Equifax's consumer reporting database and is not intended to be used as a consumer report. Client will not use a SAFESCAN alert or warning message in its decision-making process for denying credit or any other FCRA permissible purpose but will use the message as an indication that the consumer's application information should be independently verified prior to a credit or other decision. Client understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Client has inquired.

4.0 PERSONA® and PERSONA PLUS®

- 4.1 PERSONA® and PERSONA PLUS® - are consumer reports, from the Equifax consumer credit database, consisting of limited identification information, credit file inquiries, public record information, credit account trade lines, and employment information.
- 4.2 FCIP Certification: Client will notify Equifax whenever a consumer report will be used for employment purposes.
 - 4.2.1 Client certifies that, before ordering each consumer report to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject consumer, in a written document consisting solely of the disclosure, that Client may obtain a consumer report for employment purposes and will also obtain the consumer's written authorization to obtain or procure a consumer report relating to that consumer.
 - 4.2.2 Client further certifies that it will not take adverse action against the consumer based in whole or in part upon the consumer report without first providing to the consumer to whom the consumer report relates a copy of the consumer report and a written description of the

consumer's rights as prescribed by the Federal Trade Commission ("FTC") under Section 609(c)(3) of the FCRA, and will also not use any information from the consumer report in violation of any applicable federal or state equal employment opportunity law or regulation.

- 4.2.3 Client acknowledges that it has received from Equifax a copy of the written disclosure form pre-scribed by the FTC.

APPENDIX E

Experian Requirements

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

- 1.0 Client hereby agrees to comply with all current and future policies and procedures instituted by TenantReportX and required by Experian. TenantReportX will give Client as much notice as possible prior to the effective date of any such new policies required in the future but does not guarantee that reasonable notice will be possible. Client may terminate this agreement at any time after notification of a change in policy in the event Client deems such compliance as not within its best interest.
- 2.0 Client agrees that Experian shall have the right to audit records of Client that are relevant to the provision of services set forth in this Agreement and to verify, through audit or otherwise, that Client is in compliance with applicable law and the provisions of this Agreement and is, in fact, the end user of the credit information with no intention to resell or otherwise provide or transfer the credit information in whole or in part to any other person or entity. Client authorizes TenantReportX to provide to Experian, upon Experian's request, all materials and information relating to its investigations of Client. Client further agrees that it will respond within the requested time frame indicated for information requested by Experian regarding Experian consumer credit information. Client understands that Experian may require TenantReportX to suspend or terminate access to Experian information in the event Client does not cooperate with any such an investigation or in the event Client is not in compliance with applicable law or this Agreement. Client shall remain responsible for the payment for any services provided to Client by TenantReportX prior to any such discontinuance.
- 3.0 Client certifies that it is not a reseller of the information, a private detective agency, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing Client, genealogical or heir research firm, dating service, massage or tattoo service, asset location service, a Client engaged in selling future services (health clubs, etc.), news agency, business that operates out of an apartment or a residence, an individual seeking information for his private use, an adult entertainment service of any kind, a Client that locates missing children, a Client that handles third party repossession, a Client seeking information in connection with time shares or subscriptions, a Client or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Experian.
- 4.0 Client agrees that it will maintain proper access security procedures consistent with industry standards and that if a data breach occurs, or is suspected to have occurred, in which Experian information is compromised or is potentially compromised, Client will take the following action:
 - 4.1 Client will notify TenantReportX within 24 hours of a discovery of a breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person. Further, Client will actively cooperate with and participate in any investigation conducted by TenantReportX or Experian that results from Client's breach of Experian consumer credit information.
 - 4.2 In the event that Experian determines that the breach was within the control of Client, Client will provide notification to affected consumers that their personally sensitive information has been or may have been compromised. Experian will have control over the nature and timing of the consumer correspondence related to the breach when Experian information is involved.

- 4.3 In such event, Client will provide to each affected or potentially affected consumer, credit history monitoring services for a minimum of two (2) years, in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft, from at least one (1) national consumer credit reporting bureau.
- 4.4 Client understands and agrees that if the root cause of the breach is determined by Experian to be under the control of the Client (i.e., employee fraud, misconduct or abuse; access by an unqualified or improperly qualified user; improperly secured website, etc.), Client may be assessed an expense recovery fee.
- 5.0 Client understands that if a change of control or ownership should occur, the new owner of the Client business must be re-credentialed as a permissible and authorized Client of Experian products and services. A third-party physical inspection at the new address will be required if Client changes location.
- 6.0 If Client is an authorized residential customer, the following additional requirements and documentation must be supplied:
 - 6.1 Experian must be notified for tracking and monitoring purposes;
 - 6.2 Client must maintain a separate business phone line listed in the name of the business;
 - 6.3 A separate subscriber code for Client must be maintained for compliance monitoring; and
 - 6.4 An annual physical inspection of the office is required by Experian, for which a reasonable fee may be required.
- 7.0 Client agrees to hold harmless Experian and its agents from and against any and all liabilities, damages, losses, claims, costs and expenses, including reasonable attorney's fees, which may be asserted against or incurred by Experian, arising out of or resulting from the use, disclosure, sale or transfer of the consumer credit information by Client, or Client's breach of this Agreement.
 - 7.1 Client further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Experian and releases Experian and its agents from liability for any loss, cost, expense or damage, including attorney's fees, suffered by Client resulting directly or indirectly from its use of consumer credit information from Experian.
- 8.0 Experian will not, for the fee charged for credit information, be an insurer or guarantor of the accuracy or reliability of the information.
 - 8.1 EXPERIAN DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AND SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY EXPERIAN'S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.

APPENDIX E-2

Experian FICO Notice

Terms of End-User Contracts: All contracts between Reseller and Reseller Clients for the resale of the Experian/Fair, Isaac Advanced Risk Score(s) and reason codes generated by the Experian/Fair, Isaac Advanced Model shall contain the following provisions, each of which is material.

1. A description of the applicable product(s) and/or service(s);
2. A provision in which Reseller Client releases Fair, Isaac and/or Experian as well as their respective officers, directors, employees, agents, sister or affiliated companies, or any third party contractors or suppliers of Fair, Isaac or Experian from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by Reseller Client resulting from any failure of the Experian/Fair, Isaac Advanced Risk Score(s) to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily;
3. A provision extending certain of Fair, Isaac's and Experian's warranties and indemnities in Sections 3 and 6 of this Addendum to the Reseller Client (subject to the applicable terms and conditions as specified in Sections 3 and 6);
4. A provision limiting the combined liability of Experian and Fair, Isaac to the Reseller Client to the fees received from the Reseller Client for use of the Experian/Fair, Isaac Advanced Risk Score(s) in the preceding twelve (12) months;
5. A provision certifying that the Reseller Client has a permissible purpose for obtaining the Experian/Fair, Isaac Advanced Risk Score(s);
6. A provision whereby Reseller Client certifies that any use of the Experian/Fair, Isaac Advanced Risk Model for purposes of evaluating the credit risk associated with applicants, prospects or existing Clients will be in a manner consistent with the provisions described in the Equal Credit Opportunity Act ("ECOA"), Regulation B, or the Fair Credit Reporting Act;
7. A statement that the Experian/Fair, Isaac Advanced Risk Score(s) shall not be used for adverse action as defined by the ECOA or Regulation B, unless adverse action reason codes have been delivered to the Reseller Client along with the Experian/Fair, Isaac Advanced Risk Score(s);
8. A provision certifying that the Reseller Client acknowledges that the Experian/Fair, Isaac Advanced Risk Score(s) and its associated intellectual property rights in its output are the property of Fair, Isaac and that Reseller Client will not provide the Experian/Fair, Isaac Advanced Risk Score(s) to any other party without Fair, Isaac's and Experian's prior written consent except:
 - a. to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes or
 - b. as clearly required by law;
9. A provision certifying that the Reseller Client will not publicly disseminate any results of the validations or other reports derived from the Experian/Fair, Isaac Advanced Risk Score or the Experian/Fair, Isaac Advanced Risk Score(s) without Fair, Isaac's and Experian's express written permission; and
10. An agreement that Reseller Client will, before delivering or directing Experian/Fair, Isaac to deliver Experian/Fair, Isaac Advanced Risk Score(s) to any third party (including any Third Party Processor), enter into a contract with such third party that:
 - a. Limits the use of the Experian/Fair, Isaac Advanced Risk Score(s) by the third party only to the use permitted to the Reseller Client; and
 - b. identifies Experian and Fair, Isaac as the express third-party beneficiary of such contract.

APPENDIX F

Trans Union Requirements

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

1. Client hereby agrees to comply with all current and future policies and procedures instituted by CRA and required by Trans Union. TenantReportX will give Client as much notice as possible prior to the effective date of any such new policy required in the future but does not guarantee that reasonable notice will be possible. Client may terminate this agreement at any time after notification of a change in policy in the event Client deems such compliance as not within its best interest.

2. Client certifies that it is not: a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing Client, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a Client that locates missing children, a Client that handles third party repossession, a Client seeking information in connection with time shares or subscriptions, a Client or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Trans Union.

3. Client agrees that Trans Union shall have the right to audit records of Client that are relevant to the provision of services set forth in this agreement. Client authorizes TenantReportX to provide to Trans Union, upon Trans Union's request, all materials and information relating to its investigations of Client and agrees that it will respond within the requested time frame indicated for information requested by Trans Union regarding Trans Union information. Client understands that Trans Union may require TenantReportX to suspend or terminate access to Trans Union's information in the event Client does not cooperate with any such an investigation. Client shall remain responsible for the payment for any services provided to Client prior to any such discontinuance.

4. Client agrees that Trans Union information will not be forwarded or shared with any third party unless required by law or approved by Trans Union. If approved by Trans Union and authorized by the consumer, Client may deliver the consumer credit information to a third party, secondary, or joint user with which Client has an ongoing business relationship for the permissible use of such information. Client understands that Trans Union may charge a fee for the subsequent delivery to secondary users.

5. Trans Union shall use reasonable commercial efforts to obtain, assemble and maintain credit information on individuals as furnished by its subscribers or obtained from other available sources. THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE IS THE SOLE WARRANTY MADE BY TRANS UNION CONCERNING THE CONSUMER REPORTS, INCLUDING, BUT NOT LIMITED TO THE TU SCORES. TRANS UNION MAKES NO OTHER REPRESENTATIONS OR WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR BOTH, OF ANY AND ALL OF THE AFOREMENTIONED PRODUCTS AND SERVICES THAT MAY BE PROVIDED TO CRA. THE WARRANTY SET FORTH IN THE FIRST SENTENCE OF THIS PARAGRAPH IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

APPENDIX F-2

Trans Union Requirements

REGARDING CREDIT SCORING SERVICES

CLASSICSM CREDIT RISK SCORE SERVICES

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

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

under this Agreement. Moreover, such agreement between Client and such agent shall contain the following obligations and acknowledgments of the agent:

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

12. Client acknowledges that the Classic Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.

13. Client shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject.

14. The information including, without limitation, the consumer credit data, used in providing Classic Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Client for any claim, injury or damage suffered directly or indirectly by Client as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under this Agreement and/or as a result of Client's use of Classic Scores and/or any other information or serviced provided under this Agreement.

15. Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated there under.

- (a) Classic provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty-four (24) month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only but is not a part of the credit report nor does it add to the information in the report on which it is based.
- (b) THE WARRANTIES SET FORTH IN SECTION 15.1 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS ADDENDUM. THE WARRANTIES

AND REMEDIES SET FORTH IN SECTION 15.1 ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

17. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO CLIENT, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 16, APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR ISAAC AS A RESULT OF GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM CLIENT'S BREACH, DIRECTLY OR THROUGH CLIENT'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

18. ADDITIONALLY, NEITHER TRANS UNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY CLIENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

19. This Addendum may be terminated automatically and without notice: (a) in the event of a breach of the provisions of this Addendum by Client; (b) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and CRA are terminated or expire; (c) in the event the requirements of any law, regulation or judicial action are not met, (d) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (e) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.

APPENDIX F-3
Trans Union Score Disclosure

1. Client will request Scores only for Client's exclusive use.
 - a. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores.
 - b. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score.
2. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except:
 - a. To those employees of Client with a need to know and in the course of their employment;
 - b. To those third-party processing agents and other contractors of Client who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality;
 - c. When accompanied by the corresponding reason codes, to the consumer who is the subject of the Score;
 - d. To government regulatory agencies; or
 - e. As required by law.

APPENDIX G

State Compliance Matters

CERTIFICATION OF COMPLIANCE California Civil Code §1785.14(a)

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: “If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver’s license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother’s maiden name.”

Section 1785.14(a)(2) states: “If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail.”

Section 1785.14(a)(3) states: “If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address listed on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed.”

In compliance with Section 1785.14(a) of the California Civil Code, Client hereby certifies to Consumer Reporting Agency that Client IS NOT a retail seller, as defined in Section 1802.3 of the California Civil Code (“Retail Seller”) and issues credit to consumers who appear in person on the basis of applications for credit submitted in person (“Point of Sale”).

Client also certifies that if Client is a Retail Seller who conducts Point of Sale transactions, Client will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

Client also certifies that it will only use the appropriate Client code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If Client is not a Retail Seller who issues credit in Point of Sale transactions, Client agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, Client shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

APPENDIX G-2

State Compliance Matters

VERMONT FAIR CREDIT REPORTING STATUTE, 9 V.S.A §2480E (1999)

Client acknowledges that it subscribes to receive various information serviced from TenantReportX in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts.

In connection with Client's continued use of TenantReportX provided information services in relation to Vermont consumers, Client hereby certifies that it will comply with applicable provisions under Vermont law. In particular, Client certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules.

§2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
 - (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
 - (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer, permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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

- (d) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (e) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (f) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's report has been obtained pursuant to some other form of consent shall not affect the validity of the consent.

APPENDIX H **Death Master File**

Certain data provided by TenantReportX as part of its service offerings includes information obtained from the Death Master File ("DMF"), made available by the US Department of Commerce National Technical Information Service (NTIS) and subject to regulations found at 15 CFR Part 1110.

Client certifies that it meets the qualifications of a Certified Person under 15 CFR § 1110 and that its access to the DMF is appropriate because:

1. Client has a legitimate fraud prevention interest, or has a legitimate purpose pursuant to a law, governmental rule, regulation or fiduciary duty, and shall specify the purpose for so certifying; and
2. Client has systems, facilities, and procedures in place to safeguard the information received from the DMF; experience in maintaining the confidentiality, security, and appropriate use of the accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy the requirements of such section 6103 (p)(4) if such section applies to Client; and
3. Client shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law.

Client shall not, with respect to information derived from the DMF:

1. Disclose such deceased Individual's DMF to any person other than a person who meets the requirements of Section 1 and 2 above;
2. Disclose such deceased individual's DMF to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty;
3. Disclose such deceased individual's DMF to any person who further discloses the information to any person other than a person who meets the requirements of a.i.(1) and (2) above;
4. Use any such deceased individual's DMF for any purpose other than a legitimate fraud prevention purpose or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty.

Client acknowledges its failure to comply with the provisions of 15 CFR § 1110 may result in, among other things, penalties of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

Client shall indemnify and hold harmless TenantReportX, its reporting providers, and the US Government/NTIS from all claims, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with Client's, or Client's employees, contractors, or subcontractors, use of the DMF. This provision shall survive termination of the service agreement and will include any and all claims or liabilities arising from intellectual property rights.

Neither TenantReportX, its reporting providers, nor the US Government/NTIS (a) make any warranty, express or implied, with respect to information provided under this section of the policy, including, but not limited to, implied warranties of merchantability and fitness for any particular use: (b) assume any liability for any direct, indirect or consequential damages incurred from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume any liability for any errors or omissions in the DMF.

Client is aware that the DMF does have inaccuracies and neither NTIS nor the Social Security Administration (SSA), which provides the DMF to NTIS, guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.

Client acknowledges that any individual who claims that the SSA has incorrectly listed someone as deceased or has incorrect dates/data pertaining to an individual on the DMF, will be directed to contact their local SSA office with proof to have the error corrected.

APPENDIX I

Certification for use of CBSV Program

Client recognizes and certifies the following obligations pertaining to the use of the SSA-89 verification product (CBSV - Consent Based Social Security Number Verification) will be adhered to:

1. Client agrees that it shall use the verification only for the purpose stated in the Consent Form, and shall make no further use or re-disclosure of the verification; and
2. Client acknowledges that Section 1140 of the Social Security Act authorizes the Social Security Administration to impose civil monetary penalties on any person who uses the words “Social Security” or other program-related words, acronyms, emblems and symbols in connection with an advertisement, solicitation or other communication, “in a manner which such person knows or should know would convey, or in a manner which reasonably could be interpreted or construed as conveying, the false impression that such item is approved, endorsed, or authorized by the Social Security Administration...” 42 U.S.C. § 1320b- 10(a); and
3. Client acknowledges that the Client and its Principals are specifically prohibited from using the words “Social Security” or other program-related words, acronyms, emblems and symbols in connection with an advertisement for “identity verification”; and
4. Client further acknowledges that the Client and its Principals are specifically prohibited from advertising that SSN verification provides or serves as identity verification; and
5. Client acknowledges that the Social Security Administration, or its nominated agent, has the right of access to all Client books and records associated with the CBSV (Consent Based Social Security Number Verification) program at any time.

APPENDIX J Access Security Requirements

Client shall implement and maintain a comprehensive Information Security Program written in one or more readily accessible parts that contains administrative, technical, and physical safeguards appropriate to the Client's size and complexity, the nature and scope of its activities, the sensitivity of the information provided to the Client by consumers and the terms of this Security Requirements document.

Such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to:

- Ensure the security and confidentiality of the information provided by End User
- Protect against any anticipated threats or hazards to the security or integrity of such information
- Protect against unauthorized access or use of such information that could result in substantial harm or inconvenience to any consumer.

The security requirements included in this document represent the minimum security requirements acceptable to TenantReportX and are intended to ensure that a Third Party (i.e., Client, End User, Service Provider or any other organization engaging with TenantReportX or accessing TenantReportX Information) 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 TenantReportX or its third-party data providers (such as the credit repositories).

DEFINITIONS

"TenantReportX Information" means highly sensitive information belonging to TenantReportX or its third-party data providers (such as the credit repositories) 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 TenantReportX or its third-party data providers' reputation, valuation, and / or provide a competitive disadvantage to TenantReportX or its third-party data providers.

"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 TenantReportX 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 data provided by TenantReportX or its third-party data providers 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. 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 TenantReportX

Third party will not "bulk email" communications to multiple TenantReportX employees, or the employees of TenantReportX's third-party data providers, without the prior written approval of TenantReportX. Third party shall seek authorization via their TenantReportX relationship manager or TenantReportX Sales Support in advance of any such campaign.