

APPENDIX A-1

Equifax Requirements

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

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

2. Customer 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: (a) to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability; (b) for required institutional risk control or for resolving consumer disputes or inquiries; (c) due to holding a legal or beneficial interest relating to the consumer; (d) 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; (e) to persons acting in a fiduciary or representative capacity on behalf of, and with the consent of, the consumer or (f) as necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, including location for collection of a delinquent account. Customer, 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 FCRA Section 608 or (z) for an investigation on a matter related to public safety. Customer 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 Customer is ordering the information, and that because Limited ID and Limited DTEC reports are **not** consumer reports Customer 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 FCRA, for which a consumer reporting agency is permitted to furnish a consumer report.

Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Customer 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 Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Customer (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. Customer certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Equifax.

4. Customer agrees that Equifax shall have the right to audit records of Customer that are relevant to the provision of services set forth in this agreement. Customer authorizes CRA to provide to Equifax, upon Equifax’s request, all materials and information relating to its investigations of Customer and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information. Customer understands that Equifax may require CRA to suspend or terminate access to Equifax’s

information in the event Customer does not cooperate with any such an investigation. Customer shall remain responsible for the payment for any services provided to Customer prior to any such discontinuance.

5. Equifax information will be requested only for Customer's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law. Customer 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, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer understands that Equifax may charge a fee for the subsequent delivery to secondary users. Only designated representatives of Customer will request Equifax information on Customer'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. Customer 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. Customer 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 Customer, its employees or agents contrary to the conditions of this paragraph or applicable law.

6. Customer understands that it must meet the following criteria: (a) the Customer company name, including any DBA's, and the address on the Customer Application ("Application") and Agreement must match; (b) the telephone listing must be verified in the same company name and address that was provided on the Application and Agreement; (c) a copy of the current lease of the business must be reviewed by CRA to confirm the Customer 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; (d) a copy of the principal's driver's license is required to verify the principal's identity; (e) a current business license must be supplied, and reflect the same name and at the same address provided on the Application and Agreement. (Contact CRA for valid substitutions when a license is not required by the state), and (f) an on-site inspection of the office is to be conducted by an Equifax certified company. **Note (c) and (d) are not required if the Customer is publicly traded on a nationally recognized stock exchange.*

7. Customer will be charged for Equifax consumer credit information by CRA, which is responsible for paying Equifax for such information; however, should the underlying relationship between CRA and Customer terminate at any time during this agreement, charges for Equifax consumer credit information will be invoiced to Customer, and Customer will be solely responsible to pay Equifax directly.

8. Customer 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.

A Customer 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. Customer 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 Customer, whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of Customer to

misuse or improper access to Equifax consumer credit information by Customer or the failure of Customer to comply with applicable laws or regulations. Customer 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 Customer resulting directly or indirectly from its use of consumer credit information from Equifax.

10. 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 CUSTOMER IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY CUSTOMER.

11. Fair Credit Reporting Act Certification. Customer certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Customer intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or services, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Customer otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes; provided, however, that CUSTOMER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS CUSTOMER HAS A SUBSCRIPTION TO THE EQUIFAX PERSONA SERVICE. Customer will use each consumer report ordered under this Agreement for one of the foregoing purposes and for no other purpose.

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 (such as Equifax) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Customers to provide documentation as to permissible use of particular consumer, Limited ID, or Limited DTEC reports. Customer 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 Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement notwithstanding Paragraph 6 above. If Equifax terminates this Agreement due to the conditions in the preceding sentence, Customer (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.

12. This Section 12 applies to any means through which Customer orders or accesses the Information Services including, without limitation, system-to-system, direct access terminal, personal computer or the Internet; provided, however, Customer will not order or access the Information Services via the Internet without first obtaining Equifax's written permission. For the purposes of this Section 9, the term "Authorized User" means a Customer employee that Customer has authorized to order or access the Information Services and who is trained on Customer's obligations under this Agreement with respect to the ordering and use of the Information Services, and the information provided through same, including Customer's FCRA and other obligations with respect to the access and use of consumer reports. Customer will: (a) ensure that only Authorized Users can order or have access to the Information Services and the information provided through same, (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party, (c) ensure that all devices used by Customer to order or access the Information Services are placed in a secure location and accessible only by Authorized Users and that these devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures, and (d) take all necessary measures to prevent unauthorized ordering or access to the Information Services by any persons other than Authorized Users for permissible purposes. Those measures will include, without limitation, limiting the knowledge of the Customer security codes, telephone access number(s) Equifax provides, and any passwords Customer may use, to Authorized Users and other employees with a need to know, changing Customer's user passwords at least every ninety (90) days, or sooner if it is obtained by any third party or an Authorized User is no longer responsible for accessing the Information Services, or if Customer suspects an unauthorized person has learned the password, and using all security features in the software and hardware Customer uses to order or access the Information Services. Customer will monitor compliance with the obligations of this Section 12, and will immediately notify Equifax if Customer suspects or knows of any unauthorized access or attempt to access the Information Services. Such monitoring will include, without limitation, a review of each Equifax invoice for the purpose of detecting any unauthorized activity. Customer will not ship hardware or software between Customer's locations or to third parties without deleting all Equifax Customer number(s), security codes, telephone access number(s) and Customer user passwords. If Customer uses a third party vendor to establish access to the Information Services, Customer is responsible for the third party vendor's use of Customer's member numbers, security access codes, or passwords. Customer will ensure the third party vendor safeguards Customer's security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to Customer under this Section 9. Customer will inform Authorized Users and other employees with a need to know that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. If Equifax reasonably believes that Customer has violated this Section 12, Equifax may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Customer and at Equifax's sole expense, conduct, or have a third party conduct on its behalf, an audit of Customer's network security systems, facilities, practices and procedures to the extent Equifax reasonably deems necessary in order to evaluate Customer's compliance with the data security requirements of this Section 12.



EXHIBIT A

Qualified Subscriber Terms and Conditions

Equifax Information Services LLC ("Equifax")

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

1. Any information services and data originating from Equifax (the "Equifax Information Services" or "Equifax Information") will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted under the last sentence of this Paragraph. Only designated representatives of Qualified Subscriber will request Equifax Information Services on Qualified Subscriber's employees, and employees are forbidden to obtain consumer reports on themselves, associates or any other persons except in the exercise of their official duties. Qualified Subscriber will not disclose Equifax Information to the subject of the report except as permitted or required by law, but will refer the subject to Equifax.
2. Qualified Subscriber will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax Information by Qualified Subscriber, its employees or agents contrary to the conditions of Paragraph 1 or applicable law.
3. Recognizing that information for the Equifax Information Services is secured by and through fallible human sources and that, for the fee charged, Equifax cannot be an insurer of the accuracy of the Equifax Information Services, Qualified Subscriber understands that the accuracy of any Equifax Information Service received by Qualified Subscriber is not guaranteed by Equifax, and Qualified Subscriber releases Equifax and its affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Equifax Information Services and from any loss or expense suffered by Qualified Subscriber resulting directly or indirectly from Equifax Information.
4. Qualified Subscriber will be charged for the Equifax Information Services by CRA, which is responsible for paying Equifax for the Equifax Information Services.
5. Written notice by either party to the other will terminate these Terms and Conditions effective ten (10) days after the date of that notice, but the obligations and agreements set forth in Paragraphs 1, 2, 3, 6, 7, and 8 herein will remain in force.
6. Qualified Subscriber certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Qualified Subscriber intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Qualified Subscriber otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes; provided, however, that QUALIFIED SUBSCRIBER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS QUALIFIED SUBSCRIBER HAS AGREED IN WRITING TO THE TERMS AND CONDITIONS OF THE EQUIFAX PERSONA SERVICE. Qualified Subscriber will comply with the applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Gramm-Leach-Bliley Act and any amendments to them, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer. Qualified Subscriber will use each consumer report ordered under these Terms and Conditions for one of the foregoing purposes and for no other purpose.
7. It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." Equifax may periodically conduct audits of Qualified Subscriber regarding its compliance with these Terms and Conditions, including, without limitation, the FCRA, other certifications and security provisions in these Terms and Conditions. Audits will be conducted by mail whenever possible and will require Qualified Subscriber to provide documentation as to permissible use of particular consumer reports. Qualified Subscriber gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Qualified Subscriber's material breach of these Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Terms and Conditions, notwithstanding Paragraph 5 above. If Equifax terminates these Terms and Conditions due to the conditions in the preceding sentence, Qualified Subscriber (i) unconditionally releases and agrees to hold Equifax harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

8. California Law Certification. Qualified Subscriber will refer to **Exhibit 1-A** in making the following certification, and Qualified Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act.

(PLEASE CHECK ("X") THE APPROPRIATE LINE BELOW)

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

9. Vermont Certification. Qualified Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Qualified Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after Qualified Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Qualified Subscriber further certifies that the attached copy of Section 2480e (**Exhibit 1-B**) of the Vermont Fair Credit Reporting Statute was received from Equifax.

10. Data Security.

10.1. This Paragraph 10 applies to any means through which Qualified Subscriber orders or accesses the Equifax Information Services including, without limitation, system-to-system, personal computer or the Internet; provided, however, if Qualified Subscriber orders or accesses the Equifax Information Services via the Internet, Qualified Subscriber shall fully comply with Equifax's connectivity security requirements specified in Paragraph 10.3, below.

For the purposes of this Paragraph 10, the term "Authorized User" means a Qualified Subscriber employee that Qualified Subscriber has authorized to order or access the Equifax Information Services and who is trained on Qualified Subscriber's obligations under these Terms and Conditions with respect to the ordering and use of the Equifax Information Services, and the information provided through same, including Qualified Subscriber's FCRA and other obligations with respect to the access and use of consumer reports.

10.2. Qualified Subscriber will, with respect to handling Equifax Information:

- (a) ensure that only Authorized Users can order or have access to the Equifax Information Services,
- (b) ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party except as permitted by these Terms and Conditions,
- (c) ensure that all devices used by Qualified Subscriber to order or access the Equifax Information Services are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
- (d) take all necessary measures to prevent unauthorized ordering of or access to the Equifax Information Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Qualified Subscriber security codes, member numbers, User IDs, and any passwords Qualified Subscriber may use, to those individuals with a need to know, changing Qualified Subscriber's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Equifax Information Services, or if Qualified Subscriber suspects an unauthorized person has learned the password, and using all security features in the software and hardware Qualified Subscriber uses to order or access the Equifax Information Services,
- (e) in no event access the Equifax Information Services via any wireless communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals,
- (f) not use personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, DVDs, software, and code) to store the Equifax Information Services. In addition, Equifax Information must be encrypted when not in use and all printed Equifax Information must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose,
- (g) if Qualified Subscriber sends, transfers or ships any Equifax Information, encrypt the Equifax Information using the following minimum standards, which standards may be modified from time to time by Equifax: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,
- (h) monitor compliance with the obligations of this Paragraph 10, and immediately notify Equifax if Qualified Subscriber suspects or knows of any unauthorized access or attempt to access the Equifax Information Services. Such monitoring will include, without limitation, a review of each CRA invoice for the purpose of detecting any unauthorized activity.

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

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

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

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

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

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

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

(c) only hold Equifax Information on an application server which can only be accessed by a presentation server, through one of the following: (i) Dual or multiple firewall method (preferred) – this method consists of a firewall between the Internet and the presentation server(s) and another firewall between the presentation server(s) and the application server holding Equifax Information. The network firewall should ensure that only the presentation server(s) is/are allowed to access the application server holding Equifax Information, (ii) Single firewall method (acceptable) – when a dual firewall method is not feasible, a single firewall will provide acceptable levels of protection. The firewall should be installed between the Internet and the presentation server(s). Multiple interfaces to separate the presentation server(s) and the application server holding Equifax Information are required. The firewall should be configured to allow only the presentation server(s) access to the application server holding Equifax Information, or (iii) ensure that all administrative and network access to the firewalls and servers must be through an internal network or protected extranet using strong authentication encryption such as VPN and SSH.

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

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

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

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

____ Qualified Subscriber has read and understands these Terms and Conditions. (To be initialed by the person signing on behalf of Subscriber.)

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

**EXHIBIT 1-A to CRA Qualified Subscriber Terms and Conditions
State Compliance Matters**

California Retail Seller

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Qualified Subscriber under the following circumstances: (a) if Qualified Subscriber is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Qualified Subscriber is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Qualified Subscriber, must match at least three (3) items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Qualified Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Qualified Subscriber's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Qualified Subscriber designated in Paragraph 8 of the Terms and Conditions that it is a "retail seller," Qualified Subscriber certifies that it will instruct its employees to inspect a photo identification of the consumer at the time an application is submitted in person. If Qualified Subscriber is not currently, but subsequently becomes a "retail seller," Qualified Subscriber agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Exhibit, and with the specific certifications set forth herein.

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

**EXHIBIT 1-B to CRA Qualified Subscriber Terms and Conditions
Vermont Fair Credit Reporting Contract Certification**

The undersigned, _____ ("Qualified Subscriber"), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC ("Equifax") 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 Qualified Subscriber's continued use of Equifax information services in relation to Vermont consumers, Qualified Subscriber hereby certifies as follows:

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

Qualified Subscriber: _____ (please print)

Signed By: _____

Printed Name: _____

Title: _____

Account Number: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Attachment to EXHIBIT 1-B

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

§ 2480e. Consumer consent

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

VERMONT RULES *** CURRENT THROUGH JUNE 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 B
Additional Equifax Information Services

This Exhibit B supplements the Qualified Subscriber Terms and Conditions under which Qualified Subscriber receives, as part of its service from CRA, consumer credit report information available from Equifax Information Services LLC ("EIS" or "Equifax"). This Exhibit B contains additional information services available from EIS, described below, that may be provided to Qualified Subscriber subject to the Qualified Subscriber Terms and Conditions, and additional terms and conditions that apply to such additional information services. Qualified Subscriber's authorized representative must place his or her initials by each service listed below that Qualified Subscriber desires to receive. Qualified Subscriber agrees to abide by the additional terms and conditions that apply to the service(s) so selected.

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

1. **Auto-DTEC** – is a service that automatically uses the Social Security number from an original ACROFILE, ACROFILE Plus, ACRO Select or FINDERS inquiry to generate another search using a DTEC™ transaction to return a name, address and Social Security number whenever the credit file inquiry returns a "No Record Found" message.

2. **Bankruptcy Navigator Index 3.0** - is a credit scoring service that rank-orders and segments accounts according to the likelihood of bankruptcy over a 24-month period, based on information in the Equifax consumer credit database. The scores returned by the Bankruptcy Navigator Index 3.0 service only represent a prediction of bankruptcy filing relative to other individuals in the Equifax credit database and are not intended to characterize any individual as to credit risk or credit capacity. Qualified Subscriber certifies that it will order this Service only when Qualified Subscriber intends to use the information for the permissible purposes set forth in Section 604(a) of the Fair Credit Reporting Act. Qualified Subscriber will not order the Service for employment purposes.

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

4. **Consumer Telephone Number Service** – is an optional feature which allows published consumer telephone numbers to be displayed on the consumer report.

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

6. **North American Link**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) **Audit of Models.** Qualified Subscriber may audit a sample of the Scores and principal factors and compare them to the anonymous underlying credit reports in accordance with Equifax's audit procedures. If the Scores and principal reasons are not substantiated by the credit files provided for the audit, Equifax will review programming of the model and make corrections as necessary until the Scores and principal reasons are substantiated by the audit sample credit reports. After that review and approval, Qualified Subscriber will be deemed to have accepted the resulting Score and principal factors delivered. It is Qualified Subscriber's sole responsibility to validate all scoring models on its own records and performance

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

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

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

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