

# One Source Credit Reporting, LLC

*..We want your business and we will work hard to get and keep it*

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24/7 access to credit reports

InterActive links on credit report to request supplements and view raw data as presented by each bureau.

Requests supplements, check status, "Any where, Any time".

Print copy of invoice from report.

Derogatory account history schedule and Profile Summary.

Management reports by User, daily, monthly, yearly

Streamline "Mortgage Only" report

RMCR "6 hr turnaround time"

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**CreditXpert™:** Analysis translates the mysteries of credit scores based on each consumer's unique "credit DNA" – Featuring: Credit Assure, Essentials, Detective and What If Simulator

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**One Source Bundled Services:** a web-based "central point of order and management" for mortgage products, e.g. Credit Reports, Flood Determination, AVM, Title, Appraisal and Closing Docs.

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**ID Safe Choice:** Program provides reassurance that if identity theft strikes, a professional is standing by, ready to restore your borrower's good name.

This unique product can be added to each credit report with a corresponding certificate.

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Tax Verification with the IRS, approved by HUD

- 4506T tax returns, W2s up to 4 yrs – 24 hr turnaround or less
- SSN Validation with the SS Administration, 2 hr turnaround

**Bureau Fraud Products**

- **OFAC** (Office of Foreign Assets Control)
- **Safescan** compares consumer information against a separate nationwide warning system and alerts you to potential fraudulent information elements.
- **Precise ID** offers a broader depth of credit and noncredit data solutions for identity screening.

**Rescore opportunity:** 48-72 hours with appropriate creditor correction letter.

**AVM:** Automated valuation model, on line property valuations in minutes, with cascading feature and satellite link to view property.

**Flood Determination, Standard and Life of Loan.**

**Appraisal Management Company Services.** A complete system designed to provide lenders with the ability to manage their own Appraisal services while being in compliance with HVCC.

**13831 Northwest Fwy #310, Houston, TX 77040**  
**713-460-3300 voice / 713-460-2211 fax**

**MEMBERSHIP APPLICATION**

COMPANY NAME: \_\_\_\_\_ Federal ID#: \_\_\_\_\_  
 ADDRESS (Street): \_\_\_\_\_  
 CITY/STATE/ZIP: \_\_\_\_\_  
 TELEPHONE #: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
 TYPE OF BUSINESS: \_\_\_\_\_ PURPOSE FOR CREDIT REPORTS: \_\_\_\_\_  
 OTHER business name(s) current/previously used: \_\_\_\_\_ YES \_\_\_\_\_ NO (If Yes, please list names, city/state, attach a separate sheet if needed) \_\_\_\_\_  
 WEB ADDRESS: \_\_\_\_\_

**OWNERSHIP**

Corporation  Partnership  Sole Proprietor  LLC 1)  Publicly traded 2)  FDIC Insured 3)  Federal/State Chartered

Date Company Established: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

**NAME OF PRINCIPAL(S)**

Name: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Title: \_\_\_\_\_ Home Tele #: \_\_\_\_\_  
 Address, City/State/Zip: \_\_\_\_\_

Name: \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Title: \_\_\_\_\_ Home Tele #: \_\_\_\_\_  
 Address, City/State/Zip: \_\_\_\_\_

Driver's License of Principal signing application unless identified as #1,2,3 above: License #: \_\_\_\_\_ State: \_\_\_\_\_

**BUSINESS - BANKING & CREDIT REFERENCES**

Bank Name: \_\_\_\_\_ Acct #: \_\_\_\_\_  
 Address, City/State/Zip: \_\_\_\_\_ Tele #: \_\_\_\_\_  
 Landlord/Mortgage holder: \_\_\_\_\_ Acct #: \_\_\_\_\_  
 Address, City/State/Zip: \_\_\_\_\_ Tele #: \_\_\_\_\_

Name of Credit Reference	Account #	Tele #
1. _____	_____	_____
2. _____	_____	_____

I (we) understand that the information furnished on this membership application is for the sole purposes of obtaining credit for my (our) firm. That I am (we are) authorized, in my (our) capacity to bind my (our) firm accordingly. In the event of default and referral to attorney or collection, I (we) agree to pay reasonable costs and attorney's fees.

I (we) further understand that the information provided will be used to obtain a credit report, and my creditworthiness may be considered when making a decision to grant membership.

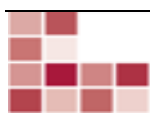
I (we) hereby authorize the above name bank and business references to disclose deposit, loan trade, payment record and other pertinent credit information.

For and in consideration of your extending credit, we hereby jointly and individually guarantee absolutely and unconditionally, at all times, the payment of any indebtedness incurred.

\_\_\_\_\_  
 Signature Title Date

NOTE: Application must be completed and signed by authorized company representative(s) in order to be processed

06/2008



**MEMBERSHIP APPLICATION CHECK LIST**

Thank you for your interest in the credit reporting services of One Source Credit Reporting, LLC. In order to process your request for services One Source Credit Reporting is required by the three repositories, Equifax, Experian and TransUnion to adhere to their individual bureau policies/requirements in setting up clients that want to obtain credit report information from the bureaus' data base. Based on these requirements, the following documentation should be provided.

- 1. Application, all sections completed, unless client is publicly traded, FDIC insured, or federal or state chartered.
  - Name and Address must match telephone listing
    - Verified  Yellow pages  Internet yellow pages  Copy of phone bill
  - Address must be commercial location, not a residence
  - Permissible purpose must be in accordance with FCRA Section 604
  - Type of Business must clearly describe purpose for which credit information will be used
  - Letter of Intent on company letter head signed by owner, officer, or authorized manager and must include:
    - a) Nature of company business
    - b) Its intended use of credit report services
    - c) Its anticipated monthly volume
    - d) Intent as to whether it anticipates its access to be primarily local, regional or national
- 2. Copy of Business License, Articles of Incorporation, DBA
  - Sole Proprietorship (copy of Assumed Name)
    - Copy of principal's drivers license unless publicly traded, FCIC Insured, Federal/State/chartered
  - If ABA (Affiliated Business Agreement) copy of the first and signature page of the ABA agreement
  - Copy of Federal Tax ID
  - Copy of Broker/Loan officer license
- 3. Copies of company documentation
  - Letterhead  Cancelled check (voided)
  - Banking references, with acct #s, telephone #s or Letter of Reference, bank statements
  - If business location is leased commercial location, copy of lease including
    - Signature page
    - Terms of Lease page
    - Address page
    - Landlord contact information
  - If business location is owned by Client, Copy of property ownership report or copy of title
- 4. Service Agreements
  - One Source Credit Reporting, LLC
  - Access Security Requirements
  - End User Certification of Compliance California Civil Code (required)
  - FCRA Requirements
  - Credit Scoring agreements from Equifax, Experian and TransUnion
  - Obligation of users Under FCRA
  - Adherence to Bureau's policies

A security deposit of \$250 is required if in business less than one year. The security deposit is returned after twelve months if payments have been made within the terms of the contract, net 15.

FOR OFFICE USE ONLY

By: \_\_\_\_\_

Approved: \_\_\_\_\_

06/2008





## SERVICE AGREEMENT

This Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, is between One Source Credit Reporting, LLC (One Source) and

\_\_\_\_\_ (Customer).

Customer desires to purchase Credit Reporting Services (hereinafter called "Reports") through One Source for credit and/or mortgage lending purposes. One Source and Customer mutually agree that Customer may purchase Reports upon the following terms and conditions.

**SERVICES:** One Source shall furnish to Customer, on request, Reports on consumers and businesses in written form. For the purpose of this Service Agreement, One Source is deemed a consumer credit reporting agency Reseller and as a Reseller has access to consumer reports from one or more consumer credit reporting agencies.

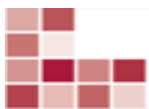
**CHARGES:** Customer agrees to pay One Source the prices currently prevailing for the various services rendered to Customer. Such prices will be specified in One Source's published Standard Price Schedule and are subject to change without notice to Customer. Payment by Customer shall be due within 15 days following the date shown on the One Source invoice. If an invoice is not paid within 30 days of invoice date, a finance charge of 1½ % per month will be assessed on the unpaid balance. If invoice is not paid within 45 days, One Source reserves the right to obtain the services of an outside collection agency or attorney. If non-payment of One Source invoice results in the use of an outside collection agency or attorney, the collection agency or attorney fees will be added to the outstanding balance shown on the unpaid One Source invoice. One Source reserves the right to terminate this Agreement without prior notice due to unpaid invoices.

**PERFORMANCE:** One Source will exercise its best efforts to deliver Reports requested by Customer in an expeditious and efficient manner, but it shall have no obligation or liability to Customer for any delay or failure of One Source in the performance of services under this Agreement.

**REPORT USE LIMITATIONS:** Customer will comply with the Fair Credit Reporting Act (FCRA), including Section 604 of the FCRA, and with all other applicable laws and regulations governing the use of credit information. Customer hereby certifies and shall be deemed to have re-certified with each order (unless a contrary certification is made in writing and delivered to One Source at the time a Report is ordered), that (a) if a Report is a consumer report (as defined in the FCRA), the Customer intends to use the information contained in the Report in connection with a credit transaction involving the Consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, such Consumer, and for no other purpose whatsoever, and (b) if a Report is not a consumer report (as defined in the FCRA), Customer has a legitimate business need for the Report. Customer hereby certifies and shall be deemed to have re-certified with each order that the consumer report will be for their use only and will not be re-sold.

**ACCESS SECURITY REQUIREMENTS:** You must maintain security procedures to protect your account number and password a) do not post the information in any manner within your facility b) embedded or hidden account number and passwords must be known only by supervisory personnel c) restrict the ability to obtain credit information to a few key personnel d) do not discuss your account number and password by telephone with any unknown caller e) secure terminal devices so that unauthorized persons cannot easily access them f) secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them g) after normal business hours, turn off and lock all devices or systems used to obtain credit information h) make all employees aware that your company can access credit information only for the permissible purposes as defined in the FCRA i) neither you or your employees may access their own credit report or the report of a family member or friend if your company does not have a permissible purpose as defined in the FCRA j) it is important that you keep credit applications for a reasonable period of time to facilitate the investigative process if a consumer claims that your company inappropriately accessed their credit report (Note: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months.) k) Customer will maintain copies of all written authorizations for a minimum of five (5) years from the date of the inquiry l) "Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation. **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, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.**

**MUTUAL INDEMNIFICATIONS:** One Source shall indemnify, defend and hold Customer harmless from and against any and all costs and liabilities which may be asserted against Customer based upon the improper use by One Source of credit data furnished to One source by Customer. Customer shall indemnify, defend and hold One Source harmless from any against any and all costs and liabilities which may be asserted against One Source based upon the improper use by Customer of credit data furnished to Customer by One Source.



NEGATION OF LIABILITY: One Source and Customer shall respectively exercise their best efforts to furnish to the other accurate and reliable credit data, but neither One Source nor Customer guarantees the correctness of completeness of such credit data. Neither party, or its officers, employees or agents, shall be liable to the other for any claim, injury of damage consequent upon furnishing such credit data.

TERM: This Agreement shall continue in force without any fixed date of termination. This Agreement may be terminated by One Source without cause and without prior notice to Customer. Customer may terminate this Agreement without cause upon 30 days prior written notice to One Source.

ENTIRE CONTRACT: This Agreement sets forth the entire understanding and agreement between One Source and Customer and supersedes any prior or contemporaneous oral or written agreement or representations; it may be modified only by a written amendment duly executed by both parties.

APPLICABLE LAW: This Agreement has been executed in, and shall be interpreted in accordance with the laws of the State of Texas. The proper venue for any lawsuits between One Source and Customer is in Harris County, Texas. In any litigation between One Source and Customer, the prevailing party will be awarded its attorney's fee.

IN WITNESS WHEREOF, One Source and Customer have caused this Agreement to be executed by their duly authorized representatives as of this date.

*OneSource* CREDIT REPORTING, LLC

CUSTOMER

By: \_\_\_\_\_  
Authorized Person

By: \_\_\_\_\_  
Authorized Person

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

Rev 07/08



13831 Northwest Fwy. #310, Houston, TX 77040

Voice: 713-460-3300 / 888-460-4262

www.onesourcecr.com / Fax: 713-460-2211

## FCRA REQUIREMENTS

### Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. We suggest that you and your employees become familiar with the following sections in particular:

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement on users of consumer reports
- § 616. Civil liability for willful noncompliance
- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies

Each of these sections is of direct consequence to users who obtain reports on consumers. As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## ADHERENCE /ACCEPTANCE OF BUREAU POLICIES

Each of the three bureaus, Equifax, Experian and TransUnion are dedicated to ensuring that all End Users of their credit information understand and adhere to both their individual policies and the Fair Credit Reporting Act (FCRA).

In line with these important policies, we have provided certain areas where the End User can be audited directly by the three bureaus. As your Credit Reporting Agency we want to make sure that you are aware and have an opportunity to review your company's policies and procedures and are in compliance with both the bureaus' and FCRA requirements and would be prepared for a direct bureau audit.

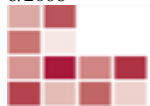
1. Borrower's authorization must be obtained prior to accessing credit information.
  - If the authorization is verbal, complete an internal form which allows you to ask information only known by that consumer and do not release the credit information unless the information on the credit report is a match; e.g. Date of birth, mortgage payment, name of 2 credit cards.
  - If the authorization is via the internet, print out the internet approval or acceptance page.
2. Passwords should be 8 characters, alpha/numeric.
  - Passwords should be changed every 90 days
  - Passwords should not be automatically driven by the computer
  - No sharing of User IDs and Passwords. Every User should have his/her own User ID and Password.
  - Inactive or no longer authorized Users should be immediately removed
3. Written procedures should be developed to protect both the bureaus and your company; should include:
  - Procedures for safeguarding credit information in accordance with Gramm-Leach-Bliley Act (<http://www.ftc.gov/privacy/privacyinitiatives/safeguards.html>)
  - Procedures for disposing of credit report information per FTC Disposal Rule (<http://www.ftc.gov/bcp/conline/pubs/alerts/disposalalrt.shtm>)
  - Incident response procedures in case of breach of your internal records
  - FTC Red Flag Rule procedures (<http://www.ftc.gov/opa/2007/10/redflag.shtm>)
4. All documentation relating to credit information must be maintained for 5 years.
  - Specifically the borrower authorization.

The above information is only a guide and not intended to be a complete list of the FCRA and bureau policies. However, by signing below you are stating that you have read and understand the requirements contained on this acceptance form and in the attached service agreements.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_





## CREDIT SCORING SERVICES AGREEMENT Experian/Fair, Isaac Model

This Credit Scoring Services Agreement ("Agreement"), dated: \_\_\_\_\_ Between One Source Credit Reporting, LLC (One Source) and \_\_\_\_\_ (Customer). Customer desires to purchase Experian/Fair, Isaac Model Scoring Services through One Source for credit and/or mortgage lending purposes. One Source and Customer mutually agree that Customer may purchase Experian/Fair Isaac Model Scoring Services upon the following conditions.

### GENERAL PROVISIONS:

- a) The subject of this agreement is Customer's purchase of certain credit scoring services known as the "Experian/Fair, Isaac model" from Experian for resale of the "Scores" and reason codes to "End User(s)" through One Source.
- b) This agreement applies to all uses of the Experian/Fair, Isaac Model by customer during the Term of the contract.
- c) For purposes of this Agreement, the term "Experian/Fair, Isaac Model" means application of a risk model developed by Experian and Fair Isaac and Company which employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom Customer has a credit relationship or with whom Customer contemplates entering into a credit relationship will result in a numerical score; the purpose of the model being to rank said individuals in order of the risk of unsatisfactory payment.
- d) For purposes of this Agreement the term "Broker(s)" as Customer means only a mortgage industry processor who resells the Scores to End User(s), as defined below.
- e) For the purposes of this Agreement "End User(s)" means only (i) home mortgage brokers, (ii) who as principal or as agent for credit grantor have a credit relationship with the individuals seeking a home mortgage against whose credit information the Experian/Fair, Isaac Model will be applied upon request by Broker, and (iii) who have a "permissible purpose" under the Fair Credit Reporting Act to obtain the information contained in the Experian/Fair, Isaac Model.
- f) In consideration of Experian/Fair Isaac's performance of the Experian/Fair, Isaac Model, Customer will pay OneSource fees as agreed upon in writing by Customer.

### ACCEPTANCE OF CUSTOMER:

- a) The End User's warranty that it has a "permissible purpose" under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from the Experian/Fair, Isaac Model. b) The End User's agreement to limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Scores or reason codes to third parties
- b) A requirement that End User maintains internal procedures to minimize the risk of unauthorized disclosure and agree that such Scores and reason codes will be held in strict confidence and disclosed only to those of its employees with a "need to know" and to no other person.
- c) Notwithstanding any contrary provision of this End User Agreement, End user may disclose the Scores provided to End user under this End User Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- d) A requirement that each End User comply with all applicable laws and regulations in using the Scores and reason codes purchased from Broker.
- e) A prohibition on the use by Customer, its employees, agents or subcontractors, of the trademarks service marks, logos, name or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc or Fair, Isaac and Company, or the affiliates of either of them, or of any other party involved in the provision of the Experian/Fair, Isaac Model without such entity's prior written consent.
- f) A prohibition on any attempts by Customer, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair, Isaac in performing the Experian/Fair, Isaac Model
- g) A restatement of the warranty set forth in Section WARRANTY (a) hereof in its entirety; and i) A provision limiting the aggregate liability of Experian/Fair, Isaac to each End User to the lesser of the Fees paid by Customer to OneSource pursuant to General Provisions (f) of this Agreement for the Experian/Fair, Isaac Model resold to the pertinent End User to Customer during the six (6) month period immediately preceding the End User(s) claim or the fees paid by the pertinent End User to Customer under the Agreement during said six (6) month period, and excluding any liability of Experian/Fair, Isaac for incidental, indirect,

h) special or consequential damages of any kind.

**TERM**

a) This Agreement shall continue in force without any fixed date of termination. This Agreement may be terminated by One Source without cause and without prior notice to Customer. Customer may terminate this Agreement without cause upon 30 days prior written notice to OneSource.

**WARRANTY**

a) Experian/Fair, Isaac warrant that the Experian/Fair, Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair, Isaac Model is applied is similar to the population sample on which the Experian/Fair, Isaac Model was developed, the Experian/Fair, Isaac Model score may be relied upon by customer to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Customer. Experian/Fair, Isaac further warrants that so long as it provides the Experian/Fair, Isaac Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISAAC HAVE GIVEN CUSTOMER WITH RESPECT T TO THE EXPERIAN/FAIR, ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN/FAIR, ISAAC MIGHT HAVE GIVEN CUSTOMER WITH RESPECT THERETO. INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. Customer's rights under the foregoing Warranty are expressly conditioned upon Customer's periodic revalidation of the Experian/Fair, Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.).

**MISCELLANEOUS**

a) Customer acknowledges that the Experian/Fair, Isaac Model results from the joint efforts of Experian Information Solutions, Inc and Fair, Isaac and Company, Incorporated. Customer further acknowledges that Experian/Fair, Isaac have a proprietary interest in said Model and agrees that either Experian Information Solutions, Inc or the Fair, Isaac and Company, Incorporated may enforce those rights as required.

**ENTIRE AGREEMENT**

a) This Agreement sets forth the entire understanding and agreement between One Source and Customer and supersedes any prior or contemporaneous oral or written agreement representations; it may be modified only by a written amendment duly executed by both parties.

IN WITNESS WHEREOF, One Source and Customer have caused this Agreement to be executed by their duly authorized representatives as of this date.

ONE SOURCE CREDIT REPORTING, LLC

CUSTOMER: \_\_\_\_\_

\_\_\_\_\_  
Signature Authorized Person

\_\_\_\_\_  
Signature Authorized Person

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Title

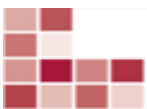
\_\_\_\_\_  
Title



**END-USER AGREEMENT FOR FAIR ISAAC  
CLASSIC SM CREDIT RISK SCORE SERVICES**

In order to receive the Fair Isaac Classic SM Credit Risk Score in conjunction with credit information obtained from the credit database(s) of Trans Union LLC from ONE SOURCE CREDIT REPORTING, LLC ("Reseller"), \_\_\_\_\_ ("Subscriber") hereby agrees to the following terms:

1. Based on an agreement with Trans Union LLC ("Trans Union") and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), Reseller 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. Subscriber, 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. Subscriber has previously represented and now, again represents that it is a \_\_\_\_\_ and 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. Subscriber certifies that it will request Classic Scores pursuant to procedures prescribed by Reseller from time to time only for the permissible purpose certified above, and will use the Classic Scores obtained for no other purpose.
  5. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
  6. Subscriber 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, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.
  8. Subscriber 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 Subscriber 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: (1) 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 (2) as clearly required by law. Subscriber 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.
- In the event Subscriber intends to provide Classic Scores to any agent, Subscriber may do so provided, however, that Subscriber first enters into a written agreement with such agent that is consistent with Subscriber's obligations under this Agreement. Moreover, such agreement between Subscriber and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Classic Scores for the sole benefit of Subscriber and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) 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 (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; (3) Such Agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Classic Scores; and (5) Such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise.
11. Subscriber 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.
  12. Subscriber 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.
  13. 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 Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber 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 Subscriber's use of Classic Scores and/or any other information or serviced provided under this Agreement.



14. 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. 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.

15.1 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.

15.2. 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.

16. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO SUBSCRIBER, 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: (A) 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 SUBSCRIBER'S BREACH, DIRECTLY OR THROUGH SUBSCRIBER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

17. 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 SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

18. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Addendum by Subscriber; (2) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and Reseller are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) 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 (5) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.

ONE SOURCE CREDIT REPORTING, LLC

CUSTOMER: \_\_\_\_\_

\_\_\_\_\_  
Signature Authorized Person

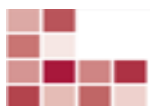
\_\_\_\_\_  
Signature Authorized Person

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Name/Title (printed or typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**END USER CERTIFICATION OF COMPLIANCE California Civil Code - Section 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 as 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, \_\_\_\_\_

("End User") hereby certifies to Consumer Reporting Agency as follows: (Please circle)

End User **(IS) (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").

End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User 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.

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

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User 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.

**Sign Here** → End User: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Note: Signature is required even if you do not market in California



**CREDIT CARD PAYMENT PERMISSION FORM**

One Source Credit Reporting, LLC reserves the right to charge customer's credit card if payment of an invoice is not received by the 30<sup>th</sup> of the month in which invoice is due. Customer may also choose to pay invoices using a credit card. This form must be filled out.

Customer/Company Name: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_

CVC code (3 digits on back of card): \_\_\_\_\_

Amex (4 digit code on front of card): \_\_\_\_\_

Expiration Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Billing Address Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Home Address Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

By signing below, the cardholder gives One Source Credit Reporting, LLC permission to charge the above credit card for invoice(s) due. The credit card convenience fee will be added to your monthly statement.

Card Holder Signature: \_\_\_\_\_

Date: \_\_\_\_\_

