



Pacific Screening, Inc.

Quality Applicant Research Services

503.297.1941 **Fax** 503.297.1904
800.707.1941 **Fax** 800.427.0914
P.O. Box 25582 Portland OR 97298
<http://www.pacificscreening.com>

WELCOME - ABOUT OUR COMPANY

Pacific Screening, Inc. is a local company committed to providing accurate information in a short period of time. PSI was founded on the belief that reliable, friendly customer service coupled with thorough investigating sets the standard by which all screening companies should operate.

We at Pacific Screening take great pride in providing a quality product backed by our exceptional personal service. Once we receive your signed rental application, our associates research and cross-reference the information from top to bottom. We access vital information from several local, state and national agencies to provide you with a complete applicant profile in a short period of time. We understand that reliable information in your hands is key to the success of your property. We are always available to answer questions and explain information. Once we complete the application, the information is returned to you in an easy to read format.

FORMS: You can download our applications at www.pacificscreening.com Forms Page.

Please complete the following items:

1. Customer Information
2. Service Agreement and Required Documents
3. Pricing Verification
4. All Set Up Fees must be paid in advance by credit card – See slip.

Fax or mail back all agreements to our office 503-297-1904

Accounts are usually set up within 2-3 business days.

No monthly fees - No Annual Fees

Pacific Screening Customer Information

Customer Information

Name: _____

Address: _____ City: _____ St: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Contact Person: _____ Phone Number: _____

Email: _____ Web Site Address: _____

Business Information

Nature of Business: **Private Owner Using Services For Rental Property**
(No employment reports available)

I am interested in:

- I do not want any credit information. I only want access to criminal and eviction information. No need to complete "Requirements for Credit Compliance" section. Set Up Fee \$30.00.
- I would like CREDIT as part of our screening service. I understated this is a (Approve / Denial) Only for my account and I will NOT receive the credit report. - See criteria page. Set Up Fee \$30.00.

Please complete ALL Pages and Requirements for Credit Compliance on the following pages. Fax or mail and ALL required documents to 503-297-1904 Attn: New Accounts

- **Here or On a separate paper, list all properties your are setting up with complete address. LIST REQUIRED**

<u>Address (complete address)</u>	<u>Number of Units</u>

Signed Date

Pacific Screening, Inc. (Security and FCRA)

Section A Security Issues

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In accessing consumer credit services, you agree to follow these measures.

1. You must protect your account number and password so that only key personnel employed by your company know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post this information in any manner within your facility. If a person who knows the password leaves your company or no longer needs to have it due to a change in duties, the password should be changed immediately.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, your password should be changed immediately.
3. Do not discuss your account number and password by telephone with any unknown caller, even if the caller claims to be an employee of your credit provider.
4. Restrict the ability to obtain credit information to a few key personnel.
5. Place all terminal devices used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
6. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
7. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
8. Shred or destroy all hard copy consumer reports when no longer needed.
9. Erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
10. Make all employees aware that your company can access credit information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. You or your employees may not access their own reports. Nor should you or your employees access the report of a family member or friend unless it is in connection with a credit transaction or for some other permissible purpose.

"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 ,500 per violation."

Section B Federal Fair Credit Reporting Act

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.

Signed

Date

TENANT SCREENING SUBSCRIBER SERVICE AGREEMENT

Pacific Screening, Inc. is an authorized reseller of consumer reports, as defined in the "FCRA". The undersigned Subscriber ("I" or "WE") desires to obtain consumer report from Pacific Screening, Inc. at stated prices. Undersigned agrees that all information, whether oral or written, whether by report, bulletin or otherwise, will be submitted and received subject to the following conditions and also certifies that the undersigned is not a Detective Agency, Private Investigator, Security Service, Investigator, Lawyer(s), Attorney at Law, associated directly or indirectly with such or any other unauthorized user and will not re-sell information received from Pacific Screening, Inc. Subscriber also certifies that no consumer reports for employment purpose can be obtained under this agreement and that a separate Subscriber Agreement is mandatory under Federal Law.

Consumer reports will be requested only for our exclusive use. All information received from you will be held in strict confidence, except to the extent that disclosure to others is required by law. Information will be disclosed only to employees whose duties are reasonably related to the legitimate business purpose, listed below, for which the information is requested and will not be sold or otherwise distributed to any third parties or used more than one time. Reports will be requested only by our designated representatives and employees will be forbidden to attempt to obtain reports on themselves, associates or any other persons except in the exercise of their official duties.

The Subscriber agrees to hold harmless, indemnify and defend Pacific Screening, Inc., its subsidiaries, all agents and vendors harmless on account of any expense or damage arising or resulting from the publishing, or other disclosure of information contrary to these conditions, by us, our employees or agents, of reports or other information.

The Subscriber understands and agrees that the accuracy and completeness of any information furnished is not guaranteed by you and we release PSI their agents, employees and independent contractors from liability for any negligence in connection with the dissemination of such reports through your systems, except as provided for under the Federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, and from any loss or expense suffered by us resulting directly or indirectly from the reports or those of your affiliated companies. I/we understand that the sole remedy for receiving inaccurate or incomplete information is a refund of the fee paid for such information.

- The Subscriber is a **Private Landlord** (Type of Business) and the nature of it's business is for Screening Tenants and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act 15 U.S.C. § 1681 §604 (3) (A) and (F) as amended by the Consumer Credit Reporting Act of 1996, complete to July 1999. The subscriber certifies their permissible purpose as:

Pursuant to these laws, PSI requires the following certifications from its subscribers. By signing this agreement you certify that you have permissible purpose for obtaining consumer reports as defined by Section 604 of the Federal Fair Credit Reporting Act (15USC1681b) as amended by the consumer credit reporting reform act if 1996 hereinafter called "FCRA". **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 (2) years or both.** You must place your initials in the space provided. The undersigned certifies initial;

- _____ that he/she is the owner of an owner of rental property.
- _____ that each request for reports will be based upon a legitimate business need in connection with a business transaction/tenant screening application initiated by the consumer.
- _____ that the information will be used for no other purpose.
- _____ **that written authorization will be obtained from the applicant before initiating any credit investigation. I will maintain all written authorizations for 5 years.**
- _____ that no reports will be ordered, or permitted to be ordered, on the subscriber, staff, employees, acquaintances or contractors.
- _____ that the subscriber will not disclose the content of any report ordered from PSI to any third party.

Subscriber certifies that it will request consumer reports pursuant to procedures prescribed by Pacific Screening, Inc. from time to time only for the permissible purpose certified above, and will use the reports obtained for no other purpose.

Subscriber will maintain copies of all written authorizations for a minimum of Five (5) years from the date of the inquiry.

Subscriber shall pay for all services, the then current published price.

All payments shall be due thirty (30) days after date of the invoice.

You may use reports only once. You must hold each report in strictest confidence. You may NOT disclose the content of reports to third parties. You may NOT disclose to the consumer or any third party credit scores obtained under this agreement unless clearly required by law. All reports shall be requested by and disclosed by the Subscriber/end user only to the subscriber/end users authorized

and designated employees having a need to know and only to the extent necessary to enable the subscriber/end user to used the consumer reports in accordance with this agreement.

Disclosure to applicant/consumer:

The subscriber/end user may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report.

TransUnion Scored Reports

The subscriber/end user will request Scores only for subscribers/end users exclusive use. The End user may store scores solely for end users own use in furtherance of end users original purpose for obtaining the scores End user shall not use the scores for model development or model calibration and shall not reverse engineer the score. All scores provided hereunder will be held in strict confidence and may NEVER be sold, licensed, copies, reused, disclosed, reproduced, revealed or made accessible in whole or in part to any person except (i) to those employees of the end user with a need to know and in the course of their employment; i(ii) to those third party processing agents of end user who have executed an agreement that limits the use of the scores by the third party to the use permitted to end user 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 score, or (iv) as required by law.

The undersigned subscriber agrees to allow PSI or its authorized agents to inspect any records, documentation or physical premises to determine compliance with these laws. **PSI strongly advises that its subscribers become familiar with these laws, their requirements and restrictions.**

This agreement shall remain in force and effect until such time as either party, in writing, with 30 days notice cancels this Agreement.

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.

Subscriber agrees that it shall; obtain Consumer Reports are for one-time only use, and to hold the report in strict confidence, and not to disclose it to any third parties; provided, however, that Subscriber may, but is not required to, disclose the report to the subject of the report on in connection with an adverse action based on the report.

With just cause, such as delinquency or violation of the terms of this contract or legal requirement, Pacific Screening, Inc. may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

Pacific Screening, Inc. may audit Subscribers compliance with the requirements of this Agreement, upon reasonable notice and during normal business hours. The parties recognize that Pacific Screening, Inc. will suffer irreparable harm, and that monetary damages may be incalculable and/or inadequate in the event that Subscriber retains Pacific Screening, Inc. data in breach of Paragraph 1 of this Agreement, and therefore such breach shall be entitled to remedy by injunctive relief, in additional to any and all other relief which may be available at law or at equity.

Employees of Subscriber are forbidden to attempt to obtain reports on themselves, or any other person except as provided herein.

Subscriber Name: _____ Date: _____

By Signature: _____ Print Name: _____

Requirements for Credit Compliance Pacific Screening, Inc.

Credit can only be accessed for the purpose of screening prospective tenants.
Credit may not be used for any other purpose. Only a completed and signed rental application will be acceptable to access credit files.

Complete:

- Copy of your state Driver’s License or Passport.
- Social Security Number _____ for name of account holder.
- A copy of a bank account statement in an account your name dated within 30 days. Include Name, City, Checking Account # and Year Opened.
- Send a copy of Telephone bill matching number provided.
- **One** of the following must be obtained for proof of property ownership for **each** rental property (Note: on the following items, we are looking for your name, your mailing address and your property address. For longer documents, usually just the first and last page are sufficient):
 - Copy of filed property title
 - Copy of filed property tax records
 - Mortgage Statement
 - Settlement Statement
 - Property insurance documents from the county/city/state
- Please provide copy of an executed Lease or Lease Application clearly showing the address and landlord name.

Criteria

CREDIT: Yes/No Credit Decision Criteria mark the criteria(s) you would like us to use – more than one is fine.

- No Rent /or Denial - if Bankruptcy in last 2 years (pending, dismissed or completed)
- No Rent /or Denial - if Bankruptcy is greater than 2 years ago (pending, dismissed or completed)
- No Rent /or Denial - for the # _____ (sample – 8 or more) or more collections.
- No Rent /or Denial - for the any judgements or liens.
- No Rent /or Denial - for the applicant having \$ _____ (sample - \$5,000) or more in total bad debt.
- No Rent /or Denial - for PROPERTY debts.
- No Rent /or Denial - for UTILITY debts.
- No Rent /or Denial - for credit FICO score below _____ (scores range from 350 – 850 650 is a fair score)

CRIMINAL AND EVICTIONS:

- Deny all Felonies Deny all Evictions within 5 years
- Deny all Misdemeanors Deny all sex crimes or registered sex offender

REFERENCES

Rental references are treated in the following: (a) negative reference and outstanding property debt will be denied (b) negative reference and manager will not re-rent will be denied (c) negative reference and manager will would re-rent will be Additional Security Deposit.

760-850	EXCELLENT
700-759	VERY GOOD
723	MEDIAN FICO SCORE
660-699	GOOD
687	AVERAGE FICO SCORE
620-659	NOT GOOD
580-619	POOR
500-579	VERY POOR

Things to Keep In Mind:

- Utility Debt and Property debts go hand in hand.
- Not all evictions receive a judgement. Many are dismissed.
- Property debt includes clean up charges, rent, court costs or damages.

Pacific Screening, Inc.

Private Property Owners: Products are available via Fax-In and Online (Instant). All Credit requests must be submitted via fax.

REPORTS AVAILABLE

FAX IN REPORTS (choose the service that best fits your needs)

FULL REPORT **\$45.00** **TIME: 1-3 BUSINESS DAY**

- Approval / Denial Credit Decision
- National Criminal records search
- Multi-state Sex Offender Registry Search
- Eviction records search
- Rental & employment history verified and researched
- Cross-referencing of other addresses found for verification
- Cross-referencing with PSI databases

CREDIT PLUS **\$30.00** **TIME: 3-5 BUSINESS HOURS**

- Approval / Denial Credit Decision
- National Criminal Search
- Multi-state Sex Offender Registry Search
- Eviction search

CRIMINAL/EVICTION SEARCH **\$25.00** **TIME: 3-5 BUSINESS HOURS**

- National Criminal Search
- Multi-state Sex Offender Registry Search
- Eviction search in state of residence
- Social Security Number Trace

COUNTY CRIMINAL SEARCH **\$20.00 PER NAME/PER COUNTY** **TAKES 3-5 BUSINESS DAYS**

- County hand search in area(s) not covered by National Search.

ONLINE ACCESS REPORTS: Reports are sold individually online. No credit is offered at this time online. Reports are instant.

- National Criminal records search
- Multi-state Sex Offender Registry Search
- Eviction records search

Signature

Date

Pacific Screening, Inc.
Complete and fax back with you set up information to 503-297-1904.



We can take Visa and MasterCard for SET-UP FEE and Applications.

Please complete the authorization below:

Name of Customer: _____

Your Name: _____
(First and Last as appears on card)

Address: _____

(City, State and Zip)

Phone #: _____

E-Mail Address: _____

Set Up Fee: _____ <u>\$30.00</u>
Application Charge: _____
Transaction Fee: _____ <u>\$5.00</u> (Applies to application processing charges)
Total Charges: \$ _____

Visa MasterCard #: _____

Expiration Date: _____

I hereby authorize Pacific Screening, Inc. to charge my Visa/MasterCard for charges incurred (Set-UP Fees, Applications) on my Account. PSI will send out an invoice each billing period. PSI will invoice an additional \$5.00 transaction fee each time this card is used for paying application charges. PSI will not charge your account unless, (a) you request this option with PSI and/or (b) your balance becomes past due. Set up fees are non-refundable.

Please charge this card for all future application processing charges.

Signed: _____ Date: _____

This Form Is Required For All Account Types

Criminal Information Service

By entering into this agreement, the undersigned, certified subscriber to PSI Indicates Its/his/her clear understanding of the terms of this agreement and by signing expressly commits to be bound by the terms and conditions of this agreement. The undersigned understands that the reports provided under this agreement are furnished to the subscriber through PSI by a third party vender of such public data. The source of this data is the public records of the county Indicated on the report order form or the appropriate Department of Corrections or Department of Law Enforcement. Pacific Screening, Inc. is not the source of the data comprising the report. PSI does not gather, compile, record or edit in any manner, the criminal background data provided under this agreement. As a result, PSI cannot and does not accept, and expressly disclaims, neither any responsibility for any error in the data provided nor any changes made to that data subsequent to the date of the report.

All reports provided are based upon limited Information, i.e. name and birth date. Because of this absolute certainty that the report applies to an Individual with the same name and birth date is not possible. An apparent match of this record with an Individual may thus be erroneous. Caution is urged when your Inquiry produces an accurate match. Discrimination against an ex-offender who is trying to become a law-abiding citizen is contrary to the best Interest of society and may violate the Federal Fair Housing Laws. Confrontation of a person with a conviction history may also place you at risk.

The undersigned by signing below Indicates that It/he/she understands the terms above and has read and expressly agrees to the following:

Please initial where required:

- _____ **Requests for and use of criminal background reports will be used solely and exclusively in connection with a residential screening Involving the applicant upon whom the report Is requested.**
- _____ **All searches are done at the county and or State level only.**
- _____ **Reports must not be disclosed to the applicant.**
- _____ **Reports are STRICTLY CONFIDENTIAL**

Violation of any one of the provisions of this agreement, or any provision or the obligations Implied by Its terms and conditions subjects the undersigned, it's agents, fiduciaries, officers and employees to Immediate termination of PSI services and to the following:

Neither PSI, Inc. nor any PSI office or the corporation, partnership or Individual(s) doing business as PSI or their officers, employees, agents or partners (hereafter PSI) shall be liable to the undersigned for any claim, Injury or damage which is asserted based upon Inaccurate or Incomplete data or any act or omission of the undersigned, Its employees or agents. This Includes the Improper acquisition, disclosure or use of reports by the undersigned, Its employees or agents provided under this agreement or any act or omission which constitutes a breech of the express or Implied terms and conditions of this agreement.

The undersigned, its agents expressly agree to Indemnify, defend and hold PSI harmless from and against any and all damages, loses, costs, expenses, liabilities and judgments (Including attorney fees) which may be asserted against, Imposed upon or determined to be due from PSI based upon Inaccurate or Incomplete data or any act or omission of the undersigned, It's employees or agents under this agreement or from and against the conditions of this agreement. The undersigned hereby expressly agrees, should a claim under this agreement be asserted based on inaccurate or incomplete data or violations of Its terms or any act or omission of It's agents, employees or those acting on behalf of the undersigned, to waive any and all claims against PSI and consents to an entry summary judgment releasing PSI from any and all factual claims it may assert against PSI.

Subscriber Name: _____ Date: _____

By Signature: _____ Print Name: _____

**ADDENDUM TO PSI SERVICE & SUBSCRIPTION AGREEMENT
CLASSIC CREDIT RISK (FICO) SCORE SERVICES**

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 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 **Private Landlord** and has a permissible purpose for obtaining consumer reports, as defined by Section 804 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. When 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 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.
11. 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 other 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 sue the Classic Scores to create or maintain a database for itself or otherwise.
12. 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.
13. 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.
14. The information including, without limitations, 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.

15.1 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 the term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated thereunder. 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.

15.2 THE WARRANTIES SET FORTH IN SECTION 15.1 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS ADDENDUM. THE WARRANTIES AND REMEDIES SET FORTH IN SECTION 15.1 ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

17. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO 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 T THE EXTENT SUCH DAMAGES RESULT FROM SUBSCRIBER'S BREACH, DIRECTLY OR THROUGH SUBSCRIBER'S AGENT(S) OF ITS OBLIGATIONS UNDER THIS CONTRACT.

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

19. 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.

Subscriber: _____ Date: _____

By Signature: _____ Print Name: _____