

## NTN® Service and Subscription Agreement

Enclosed is my \$Waived one-time, lifetime subscription fee to National Tenant Network (NTN). The undersigned hereby agrees to subscribe \_\_\_\_\_ property(ies) consisting \_\_\_\_\_ unit(s).

### **Certifications and Conditions of Use**

The Federal Fair Credit Reporting Act (15USC1681 et seq), and other applicable state laws restrict the purposes for which and under what conditions any person may obtain credit reports or other consumer information from a credit reporting agency (CRA). NTN is a CRA and has access to all retail bureaus. These laws control the confidentiality of credit information and under what circumstances it may be disclosed. **You must have the applicants written consent!** Denial of residence requires that you disclose the source of any adverse information used in the denial. Pursuant to these laws, NTN 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 of 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 spaces provided.

The undersigned certifies:

- \_\_\_\_\_ ⇒ that he/she/it is the owner/agent 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, contractors or relatives.
- \_\_\_\_\_ ⇒ that the subscriber will not disclose the content of any report ordered from NTN to a third party.

By signing below, you additionally certify that you will request consumer reports pursuant to procedures prescribed by NTN from time to time only for the permissible purpose certified above, and will use the reports obtained for no other purpose unless clearly required by law. **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 to you only and to your authorized and designated employees having a need to know and only to the extent necessary to enable you to use 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.

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

Subscriber agrees to indemnify and hold NTN harmless for failure to obtain written authorization before initiation of a credit investigation and to further indemnify and hold NTN harmless of all claims arising out of the improper use, disclosure, or storage of credit information. Subscriber hereby indemnifies NTN from and against all claims arising from subscriber's misuse, or improper acquisition or disclosure of information provided by NTN. In any action brought to enforce the terms of this agreement, or resulting from a breach by the subscriber, the undersigned agrees to pay all reasonable fees incurred by NTN, including attorneys' fees.

The subscriber will hold the credit repository and all of its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of credit information by subscriber, its employees, or agents contrary to the conditions of this agreement.

Subscriber agrees that this agreement (including the documents and instruments referred to in this agreement) constitutes the entire agreement and understanding of the parties with respect to services will provide and this agreement supersedes all prior understandings and agreements whether written or oral, with respect to such subject matter.

NTN AND SUBSCRIBER HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY AND ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

NTN may, upon its election, discontinue serving the subscriber and cancel this agreement immediately on 10 (ten) day notice, but the obligations and agreements set forth herein will remain in force.

Violation of any one of the provisions of this agreement, or any provision or the obligations implied by its terms and conditions subjects you, your agents, fiduciaries, officers and employees to immediate termination of NTN® services

Subscriber agrees to pay NTN within 30 days of billing. A service charge of 1.5% or a late fee of \$5.00 (whichever is greater) will apply on invoices over 30 days past due. Accounts past due are also subject to credit hold. Conditions and pricing contained in this agreement are subject to change upon 30 day written notice from NTN.

Use of NTN® services by the undersigned subscriber indicates an understanding of and compliance with the above.

### **Additional Certifications**

By signing below, in addition to the above terms

- I acknowledge my responsibilities under the FCRA.
- I acknowledge that many services containing Experian information also contain information from the Death Master File as issued by the Social Security Administration ("DMF")
- I certify pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its applicable FCRA or GLB use of Experian information, my use of deceased flags or other indicia within the credit repository information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1);
- I certify that I will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the credit repository information.
- I certify that I shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the client's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the client by Reseller; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by Reseller, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.
- I have read and understand all credit report Access Security Requirements and will take all reasonable measures to enforce them in my office.

Download a full copy at [www.NTNOnline.com](http://www.NTNOnline.com) or request a copy from an NTN® office.

- I am the "end user" and will not further sell consumer credit information.

- I order credit reports for the purpose of: Renting residential property

### **Additional Certifications for California:**

- I certify that I will, not later than three days after the date on which the Investigative Consumer Report was first requested, notify the consumer in writing that an Investigative Consumer Report will be made regarding the consumer's character, general reputation, personal characteristics, and mode of living. The notification shall also include the name and address of the investigative consumer reporting agency that will prepare the Investigative Consumer Report and a summary of the provisions of California Civil Code §1786.22.
- I certify that I will provide a copy of the Investigative Consumer Report to the subject of the investigation, as provided in California Civil Code §1786.16, subdivision (b).

\_\_\_\_\_  
Print Subscriber Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Criminal Information Service

By entering into this agreement, the undersigned, certified subscriber to National Tenant Network® (NTN) indicates a 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 you through NTN by a third party vendor of such public data. The source of this data is the public records of the jurisdiction indicated on the report or the appropriate Department of Corrections or Department of Law Enforcement. National Tenant Network is not the source of the data comprising the report. NTN does not gather, compile, record or edit in any manner, the criminal background data provided under this agreement. As a result, NTN 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 NTN acquired the data.

**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.**

As a Credit Reporting Agency, NTN is governed by both State and Federal laws regulating reporting criminal records. The applicable law may limit NTN's reporting of criminal records to a specific time period. For complete criminal records, NTN recommends searching appropriate county website(s).

The user also agrees to comply with any applicable state requirements concerning access to or use of criminal records. All information is made available on an "as is" basis. The user, understands that National Tenant Network cannot be responsible for the record keeping practices of third parties including, but not limited to; the department of motor vehicles, county, state and federal courts, state repositories, state and regional prisons, local police stations, federal bankruptcy courts, federal civil courts, state medical boards and other professional licensing organizations, and other local, state and federal organizations. The user recognizes that information is secured by and through fallible human sources. The user hereby releases National Tenant Network, its officers and employees from liability for any errors and/or omissions contained in reports prepared by third parties and from any loss or expense suffered by the user directly or indirectly from National Tenant Network® reports.

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 indicated only.

\_\_\_\_\_ ⇒ Reports are strictly confidential. You may NOT disclose the content of reports to third parties.

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, its agents, fiduciaries, officers and employees to immediate termination of NTN® services.

Neither NTN, Inc. nor any NTN® office or the corporation, partnership, or individual(s) doing business as NTN or their officers, employees, agents or partners (hereafter NTN) 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 breach of the express or implied terms and conditions of this agreement.

The undersigned, its agents expressly agree to indemnify, defend and hold NTN harmless from and against any and all damages, losses, costs, expenses, liabilities and judgments (including attorney fees) which may be asserted against, imposed upon or determined to be due from NTN based on inaccurate or incomplete data or any act or omission of the undersigned, its 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 its agents, employees or those acting on behalf of the undersigned, to waive any and all claims against NTN and consents to entry of a summary judgment releasing NTN from any and all factual claims it may assert against NTN.

Subscriber Signature

Title

Date

**Company, Partnership, or Sole Proprietor Information**

Indicate Business Type for:

TRANSUNION: Partnership/Sole Proprietor      Small Apartment Complex/Small Corporation      Management Company

Owner or Agent: \_\_\_\_\_  
Name SSNOther Contact: \_\_\_\_\_  
Name TitleBilling Address: \_\_\_\_\_  
Street Address City ST Zip CodePhysical Address: \_\_\_\_\_  
Street Address City ST Zip Code

Is this business is operated from a Commercial location or Residential location?

Numbers: \_\_\_\_\_  
Business Phone Cell Phone FaxE-Mail/Website: \_\_\_\_\_  
E-Mail Address Website URLBusiness Information: \_\_\_\_\_  
Business License # Real Estate License # FEIN/Federal Tax ID #Our Company is a 501©(3), *attach documentation***Property Information** *If several, please use next page to list all properties or include a typed property list with the same fields.*

Rental Property Name (if applicable) Total Number of Rental Units

Street Address City ST Zip Code

Phone Fax E-mail

I would like to subscribe to the following service: *Please check all that apply*

Silver screening package      Platinum screening package

Gold screening package

*As indicated under the Compliance Instructions, NTN may have to obtain a personal and/or business credit report in order to be in compliance with bureau regulations for access to credit information. Your signature below evidences your consent to order your individual and business credit reports.*

\_\_\_\_\_  
Company Name\_\_\_\_\_  
Signature Title Date\_\_\_\_\_  
Signature Title Date

## Letter of Intent

Please have the following questions answered by an officer/owner/partner or authorized manager. If you have company letterhead please copy the Letter of Intent to your letterhead.

What is the nature of your business?

For what purpose will you use the retail credit report ordered?

How many credit reports do you anticipate ordering each month? \_\_\_\_\_

How many credit reports do you anticipate ordering each year? \_\_\_\_\_

Will your access to the retail credit reports be for local reports? ☒ Yes ☐ No

Will your access to the retail credit reports be for regional reports? ☒ Yes ☐ No

Will your access to the retail credit reports be for national reports? ☒ Yes ☐ No

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## TransUnion Addendum to the NTN® Service and Subscription Agreement

### *Qualifications for End User, DMF, TU Scoring*

1. End User is the owner or agent of the owner of rental property and subscriber to NTN® services and has a permissible purpose for obtaining Consumer Reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies its permissible purpose as:
  - In accordance with the written instructions of the consumer; or
  - For a legitimate business need in connection with a business transaction that is initiated by the consumer, including but not limited to, tenant screening.
2. End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting, or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to the End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person exempt in the exercise of their official duties.
3. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
4. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
5. End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that 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. Moreover, unless otherwise explicitly authorized in an agreement between NTN and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through NTN, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
6. With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, NTN may, upon its election, discontinue serving the End User and cancel the agreement immediately.

### **Information from the Death Master File (DMF)**

End User certifies that it meets the qualifications of a Certified Person under 15 CFR Part 1110.2 and that its access to the DMF is appropriate because:

- a. **Certified Person:** End User has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty, and shall specify the basis for so certifying; and
- b. **Security:** End User has systems, facilities, and procedures in place to safeguard the accessed information; experience in maintaining the confidentiality, security, and appropriate use of the accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy the requirements of section 6103(p)(4) as if such section applied to End User; and
- c. End User shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law.
- d. **Penalties:** End User acknowledges that failure to comply with the provisions above may subject the End User to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

- e. **Indemnification and Hold Harmless:** End User shall indemnify and hold harmless the TransUnion and the U.S. Government/NTIS from all claims, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with End User's, or End User's employees, contractors, subcontractors, use of the DMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights.
- f. **Liability:**
- a. Neither TransUnion nor the U.S. Government/NTIS (a) make any warranty, express or implied, with respect to information provided under this Section of the Policy, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume any liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume any liability for any errors or omissions in the DMF. The DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, does not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.
  - b. If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact their local Social Security office (with proof) to have the error corrected. The local Social Security office will:
    - i. Make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that has the error, OR,
    - ii. Find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/purchaser of the DM that has the error.

#### TransUnion Scores

1. End User will request Scores only for End User's exclusive use. End User may store Scores solely for End User's own use in furtherance of End User's 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, copied, reused, disclosed, reproduced, revealed or made accessible in whole or in part, to any Person, except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of End User who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality prohibitions set forth herein; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

The undersigned has direct knowledge of all the facts certified.

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Company Name

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Signature

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Title

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Date

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Signature

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Title

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Date

## TransUnion Addendum to the NTN® 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 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 five (5) 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. TransUnion 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 TransUnion 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 TransUnion 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 there under. Classic provides a statistical evaluation of certain information in TransUnion'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 TransUnion'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 TRANSUNION 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 NOT WITHSTANDING, WITH RESPECT TO SUBSCRIBER, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 16, APPLY TO DAMAGES INCURRED BY TRANSUNION 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 CONTRACT.
18. ADDITIONALLY, NEITHER TRANSUNION 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 TRANSUNION'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 TransUnion, 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.

The undersigned has direct knowledge of all the facts certified.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date