



# Qualified Subscriber Terms and Conditions

With One App, Inc. ("CRA") acts as a reseller of the Third Party Services set forth below in Section 1. If Merchant purchases any Third Party Services from CRA, such Third Party Services are solely provided by Equifax Information Services, LLC ("Equifax"). Merchant's use of any Third Party Services is subject to these Qualified Subscriber Terms and Conditions. CRA is not a party to any Qualified Subscriber Terms and Conditions, and is not liable to Merchant for any Third Party Services whatsoever.

PLEASE REVIEW THESE QUALIFIED SUBSCRIBER TERMS AND CONDITIONS CAREFULLY. ONCE ACCEPTED, THESE QUALIFIED SUBSCRIBER TERMS AND CONDITIONS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND EQUIFAX. IF YOU DO NOT AGREE TO THESE QUALIFIED SUBSCRIBER TERMS, YOU SHOULD NOT ACCEPT THEM, OR USE THE THIRD PARTY SERVICES (AS DEFINED IN SECTION 1 BELOW).

BY EXECUTING THESE QUALIFIED SUBSCRIBER TERMS AND CONDITIONS, OR CLICKING TO ACCEPT WHEN PROMPTED IN THE SAAS, YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE [QUALIFIED SUBSCRIBER TERMS AND CONDITIONS](#), WHICH YOU AGREE INCLUDES THE BELOW EXHIBIT 1-A (STATE COMPLIANCE MATTERS), EXHIBIT 1-B (NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA), AND EXHIBIT 1-C (SPECIFIC SERVICE REQUIREMENTS).

Third Party Provider may update these Qualified Subscriber Terms and Conditions from time to time. The updated version of Third Party Terms will be available at <https://legal.withoneapp.com/#qualified-subscriber-terms>. Merchant's continued use of the Third Party Services constitutes Merchant's acceptance of the updated Third Party Terms. CRA recommends that Merchant periodically reviews these Third Party Terms.

Notices from Third Party Provider to you will be provided via Merchant's account, or e-mail to the relevant contact(s) you designate in your account.

By accepting or otherwise agreeing to these Qualified Subscriber Terms and Conditions, Merchant affirms that it is a "Qualified Subscriber" to the Third Party Services provided by Equifax.

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

1. Any information services and data originating from Equifax (the "Equifax Information Services" or "Equifax Information") will be requested only for Subscriber's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted under the last sentence of this Paragraph. Only designated representatives of Qualified Subscriber will request Equifax Information Services on Qualified Subscriber's employees, and employees are forbidden to obtain consumer reports on themselves, associates or any other persons except in the exercise of their official duties. Qualified Subscriber will not disclose Equifax Information to the subject of the report except as permitted or required by law, but will refer the subject to Equifax.
2. Qualified Subscriber will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of Equifax Information by Qualified Subscriber, its employees or agents contrary to the conditions of Paragraph 1 or applicable law.
3. Recognizing that information for the Equifax Information Services is secured by and through fallible human sources and that, for the fee charged, Equifax cannot be an insurer of the accuracy of the Equifax Information Services, Qualified Subscriber understands that the accuracy of any Equifax Information Service received by Qualified Subscriber is not guaranteed by Equifax, and Qualified Subscriber

releases Equifax and its affiliate companies, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Equifax Information Services and from any loss or expense suffered by Qualified Subscriber resulting directly or indirectly from Equifax Information.

4. Qualified Subscriber will be charged for the Equifax Information Services by CRA, which is responsible for paying Equifax for the Equifax Information Services.

5. Written notice by either party to the other will terminate these Terms and Conditions effective ten (10) days after the date of that notice, but the obligations and agreements set forth in Paragraphs 1, 2, 3, 6, 7, and 8 herein will remain in force.

6. Qualified Subscriber certifies that it will order Equifax Information Services that are consumer reports, as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when Qualified Subscriber intends to use that consumer report information: (a) in accordance with the FCRA and all state law counterparts; and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer; (ii) in connection with the underwriting of insurance involving the consumer; (iii) as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation; (iv) when Qualified Subscriber otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the consumer, or to review an account to determine whether the consumer continues to meet the terms of the accounts; or (v) for employment purposes; provided, however, that QUALIFIED SUBSCRIBER IS NOT AUTHORIZED TO REQUEST OR RECEIVE CONSUMER REPORTS FOR EMPLOYMENT PURPOSES UNLESS QUALIFIED SUBSCRIBER HAS AGREED IN WRITING TO THE TERMS AND CONDITIONS OF THE EQUIFAX PERSONA SERVICE. Qualified Subscriber will comply with applicable federal and state laws, rules and regulations relating to such party's performance of its obligations under these Terms and Conditions including, but not limited to, all applicable consumer financial protection laws. In addition, Qualified Subscriber shall not engage in any unfair, deceptive, or abusive acts or practices. Qualified Subscriber will use each consumer report ordered under these Terms and Conditions for one of the foregoing purposes and for no other purpose.

7. It is recognized and understood that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." Equifax may periodically conduct audits of Qualified Subscriber regarding its compliance with these Terms and Conditions, including, without limitation, the FCRA, other certifications and security provisions in these Terms and Conditions. Audits will be conducted by mail whenever possible and will require Qualified Subscriber to provide documentation as to permissible use of particular consumer reports. Qualified Subscriber gives its consent to Equifax to conduct such audits and agrees that any failure to cooperate fully and promptly in the conduct of any audit, or Qualified Subscriber's material breach of these Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Terms and Conditions, notwithstanding Paragraph 5 above. If Equifax terminates these Terms and Conditions due to the conditions in the preceding sentence, Qualified Subscriber (i) unconditionally releases and agrees to hold Equifax harmless and indemnify it from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and (ii) covenants it will not assert any claim or cause of action of any kind or nature against Equifax in connection with such termination.

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

1. Are you, Qualified Subscriber a "retail seller," as defined in Section 1802.3 of the California Civil Code and referenced in Exhibit 1-A, intending to issue credit to consumers who appear in person on the basis of an application for credit submitted in person?

yes

☒ no

2. If "yes" to question 1 above, do you, Qualified Subscriber, certify that you will instruct Qualified Subscriber employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person Do you, Qualified Subscriber issue credit to consumers who appear in person on the basis of an application for credit submitted in person?

☒ yes

☒ no

9. Vermont Certification. Qualified Subscriber will refer to Exhibit 1-A in making the following certification, and Qualified Subscriber agrees to comply with all applicable provisions under Vermont law and Applicable Vermont rules, as referenced in Exhibit 1-A.

Do you, Qualified Subscriber, certify that you will order Equifax Information Services relating to Vermont residents consisting of credit reports as defined by the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e, as amended (the "VFCRA"), only after you have received prior consumer consent specific to the purpose for which such credit report is being ordered, in accordance with VFCRA Section 2480e and Applicable Vermont Rules, referenced in Exhibit 1-A?

☒ Yes

☐ No

10. Qualified Subscriber Security.

10.1. This Paragraph 10 applies to any means through which Qualified Subscriber orders or accesses the Equifax Information Services including, without limitation, system-to-system, personal computer or the Internet.

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

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

(a) ensure that only Authorized Users can order or have access to the Equifax Information Services and take all necessary measures to prevent unauthorized ordering of or access to the Equifax Information Services by any person other than an Authorized User for permissible purposes, including, without limitation, limiting the knowledge of the Qualified Subscriber security codes, member numbers, User IDs, and any passwords Qualified Subscriber may use to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited,

(b) ensure that Authorized Users are trained not to order consumer reports for personal reasons or provide consumer reports to third parties except as permitted by this Agreement and that any unauthorized access or use of consumer reports may subject them to civil and criminal liability under the FCRA, punishable by fines and imprisonment,

(c) ensure that secure authentication practices are utilized when accessing the Equifax Information Services, including but not limited to restricting access based on Authorized User location and only permitting access to the Equifax Information Services through Qualified Subscriber approved devices,

(d) ensure that Equifax Information is encrypted in transit with Advanced Encryption Standard (AES)-256 or an equivalent or better National Institute of Standards and Technology (NIST) approved cypher,

(e) use commercially reasonable efforts to secure Equifax Information at rest, including: (i) encrypting all Equifax Information at rest in accordance with industry accepted encryption standards; (ii) separating Equifax Information from the Internet or other public networks by firewalls configured to meet industry accepted best practices; (iii) protecting Equifax Information through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iv) securing access (both physical and network) to systems storing Equifax Information; and (v) patching servers on a timely basis with appropriate security-specific system patches, as they are available,

(f) ensure that: (i) all hard copy Equifax Information is stored in a secure manner; (ii) Equifax Information, including electronic and hard copy information, is securely destroyed when no longer needed for the Equifax Information Services; and (iii) maintain documented policies to ensure compliance with the foregoing,

(g) not allow Equifax Information to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,

(h) use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history,

(i) provide prompt notification to Equifax of any change in address or office location where Equifax Information Services are or will be accessible, which location is subject to an onsite visit of the new location by Equifax or its designated representative, and

(j) in the event Qualified Subscriber has a Security Incident involving Equifax Information, Qualified Subscriber will notify Equifax as soon as possible, but in no event more than twenty-four (24) hours following the Security Incident, and: (i) fully cooperate with Equifax in a security assessment process; (ii) promptly remediate any finding; and (iii) take all necessary actions to prevent a recurrence. For purposes of this Section “Security Incident” means any suspected or actual breach, theft or unauthorized access, use, misuse, theft, vandalism, modification or transfer of or to Equifax Information Services or Equifax Information.

11. Qualified Subscriber may access, use and store Equifax Credit Information only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U. S. Virgin Islands (the “Permitted Territory”). Qualified Subscriber may not access, use or store Equifax Credit Information at or from, or send it to any location outside of the Permitted Territory without first obtaining Equifax’s prior written consent and entering into such written agreements as Equifax may require. Notwithstanding the foregoing, Qualified Subscriber is prohibited from Processing Equifax Information from an Embargoed Country. “Embargoed Country” means any country or geographic region subject to comprehensive economic sanctions or embargoes administered by OFAC or the European Union.

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

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

X Qualified Subscriber has read the attached Exhibit 1-B “Notice to Users of Consumer Reports, Obligations of Users” which explains Qualified Subscriber’s obligations under the FCRA as a user of consumer report information. (To be initialed by the person signing on behalf of Qualified Subscriber.)

# EXHIBIT 1-A to Qualified Subscriber Terms and Conditions

## State Compliance Matters

California Retail Seller Compliance. Provisions of the California Consumer Credit Reporting Agencies Act specifically, as amended effective July 1, 1998, will impact the provision of consumer reports to Qualified Subscriber if Qualified Subscriber is a “retail seller” under California law and Qualified Subscriber intends to request consumer reports from Equifax about consumers applying in person for credit. California Civil Code § 1802.3 defines a “retail seller” as ( “a person engaged in the business of selling goods or services to retail buyers” ,” defined in §1802.4 as “a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale”).

Under the foregoing circumstances, before delivering a consumer report to Qualified Subscriber, Equifax must match at least three items of a consumer’s identification within the file maintained by Equifax with the information provided to Equifax by Qualified Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Qualified Subscriber’s inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer’s presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Qualified Subscriber is a “retail seller” and intends to request consumer reports from Equifax about consumers applying in person for credit, Qualified Subscriber certifies that it will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person. If Qualified Subscriber is not currently, but subsequently becomes a “retail seller”, Qualified Subscriber agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Section, and with the specific certifications set forth herein.

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

Vermont Fair Credit Reporting Compliance. Provisions of the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e, as amended (the “VFCRA”) and applicable Vermont Rules (specifically, CVR 06-031-012 Rule CF 112 - Fair Credit Reporting, CF

112.03 Consumer Consent (“Applicable Vermont Rules”)), prohibit Qualified Subscriber from obtaining credit reports, as defined by the VFCRA, without prior consumer consent specific to the purpose for which such credit report is being ordered as specified in VFCRA § 2480e and Applicable Vermont Rules. If Qualified Subscriber designated in Section I.3 of the Agreement that Qualified Subscriber does not comply with these provisions of the VFCRA and Applicable Vermont Rules by obtaining the requisite consumer consent from Vermont consumers, then provision of credit reports, as defined by the VFCRA, to Qualified Subscriber will be impacted. If Qualified Subscriber designated in Section I.3 of this Agreement that Qualified Subscriber is in compliance with VFCRA § 2480e and Applicable Vermont Rules, Qualified Subscriber shall provide notice to Equifax should its ability to certify compliance with VFCRA § 2480e and Applicable Vermont Rules has changed. Reviews by Equifax pursuant to the section of this Agreement authorizing reviews or audits of Qualified Subscriber’s permissible purpose to obtain consumer reports shall require, as applicable, evidence of specific consumer consent obtained from Vermont consumers as required by the VFCRA and Applicable Vermont Rules.

## EXHIBIT 1-B to Qualified Subscriber Terms and Conditions

### NOTICE TO USERS OF CONSUMER REPORTS:

### OBLIGATIONS OF USERS UNDER THE FCRA

All users of consumer reports must comply with all applicable regulations. Information about applicable regulation currently in effect can be found at the Consumer Financial Protection Bureau’s website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

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

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent

sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

## I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

### A. Users Must Have a Permissible Purpose

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

As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)

As instructed by the consumer in writing. Section 604(a)(2)

For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)

For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)

For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)

When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)

To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)

To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)

For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)

For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604 (a)(5)

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

### B. Users Must Provide Certifications

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

### C. Users Must Notify Consumers When Adverse Actions Are Taken

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

#### 1. Adverse Actions Based on Information Obtained From a CRA

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



must include the following:

The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.

A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.

A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.

A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

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

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

60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

## 3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

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

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

### E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

## II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on

material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

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

### III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

#### A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

#### B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

### IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

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

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must



make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

#### V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

#### VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

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

#### VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

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

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

#### VIII. OBLIGATIONS OF RESELLERS

##### A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to

obtain:

- (1) the identity of all end-users;
- (2) certifications from all users of each purpose for which reports will be used; and
- (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

#### B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

#### C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

### IX. LIABILITY FOR VIOLATIONS OF THE FCRA

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

The CFPB's Web site, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

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

Section 602	15 U.S.C. 1681	Section 604	15 U.S.C. 1681b
Section 603	15 U.S.C. 1681a	Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA	Section 617	15 U.S.C. 1681o
Section 605B	15 U.S.C. 1681cB	Section 618	15 U.S.C. 1681p
Section 606	15 U.S.C. 1681d	Section 619	15 U.S.C. 1681q
Section 607	15 U.S.C. 1681e	Section 620	15 U.S.C. 1681r
Section 608	15 U.S.C. 1681f	Section 621	15 U.S.C. 1681s
Section 609	15 U.S.C. 1681g	Section 622	15 U.S.C. 1681s-1
Section 610	15 U.S.C. 1681h	Section 623	15 U.S.C. 1681s-2
Section 611	15 U.S.C. 1681i	Section 624	15 U.S.C. 1681t
Section 612	15 U.S.C. 1681j	Section 625	15 U.S.C. 1681u

Section 613	15 U.S.C. 1681k	Section 626	15 U.S.C. 1681v
Section 614	15 U.S.C. 1681l	Section 627	15 U.S.C. 1681w
Section 615	15 U.S.C. 1681m	Section 628	15 U.S.C. 1681x
Section 616	15 U.S.C. 1681n	Section 629	15 U.S.C. 1681y

CRA Agreement for Service Consumer Reporting Agencies LRD 10.25.23 9

Templates/USIS/Broker and Reseller

RES-24-47832

# EXHIBIT 1-C to Qualified Subscriber Terms and Conditions

## Specific Service Requirements

**VantageScore, v3,v4SM - is a tri-bureau credit risk model developed using one algorithm across sample data common to all three credit bureaus.**

The following additional terms and conditions apply to Qualified Subscriber's receipt and use of VantageScore: End User Terms for VantageScore – Qualified Subscriber will request VantageScores only for Qualified Subscriber's exclusive use. Qualified Subscriber may store VantageScores solely for Qualified Subscriber's own use in furtherance of Qualified Subscriber's original purpose for obtaining the VantageScores. Qualified Subscriber shall not use the VantageScores for model development or model calibration, except in compliance with the following conditions: (1) the VantageScores may only be used as an independent variable in custom models; (2) only the raw archived VantageScore and VantageScore segment identifier will be used in modeling (i.e., no other VantageScore information including, but not limited to, adverse action reasons, documentation, or scorecards will be used); and (3) Qualified Subscriber's depersonalized analytics and/or depersonalized third party modeling analytics performed on behalf of Qualified Subscriber, using VantageScores, will be kept confidential and not disclosed to any third party other than as expressly provided for below in (ii), (iv), (v) and/or (vi) of this paragraph). Qualified Subscriber shall not reverse engineer the VantageScore. All VantageScores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except: (i) to those employees, agents, and independent contractors of Qualified Subscriber with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Qualified Subscriber who have executed an agreement that limits the use of the VantageScores by the third party only to the use permitted to Qualified Subscriber and contains the prohibitions at least as restrictive as those set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the VantageScore (provided, that, accompanying reason codes are not required to the extent permitted by law); (iv) to government regulatory agencies; (v) to ratings agencies, dealers, investors and other third parties for the purpose of evaluating assets or investments (e.g., securities) containing or based on obligations of the consumers to which the VantageScores apply (e.g., mortgages, student loans, auto loans, credit cards), provided that, as it relates to this subsection (v), (a) Qualified Subscriber shall not provide any information that would enable a recipient to identify the individuals to whom the VantageScores apply, and (b) Qualified Subscriber shall enter into an agreement with each recipient that limits the use of the VantageScores to evaluation of such assets or investments; or (vi) as permitted with the express, written authorization from VantageScore Solutions, LLC, or as otherwise required by law. Qualified Subscriber agrees that the trademarks, trade names, product

names, brands, logos, and service marks ("Vantage Marks") for VantageScore credit scores and credit scoring models will remain the sole property of VantageScore Solutions, LLC. Qualified Subscriber obtains a limited, non-exclusive, non-transferable, royalty free license to use and display the Vantage Marks in connection with the activities solely permitted by this Agreement. The use of the Vantage Marks under the preceding license is limited to use only in connection with the Services covered by this Agreement, and the Qualified Subscriber expressly agrees not to use the Vantage Marks in connection with any products or services not covered by this Agreement. Any use of the Vantage Marks is subject to VantageScore Solutions, LLC's prior written authorization. Qualified Subscriber further agrees it will include the Vantage Marks in all advertising and marketing materials which reference the VantageScores or Vantage models and it will comply with the VantageScore Trademark Policy and Brand Guidelines, which may be changed from time to time upon written notice. All use of the Vantage Marks will accrue solely to the benefit of VantageScore Solutions, LLC

**Additional Terms and Conditions Applicable for Credit Score Information Services, other than FICO Scores:**

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

(b) ECOA Statements. Subject to the terms below, Equifax reasonably believes that, (1) the scoring algorithms used in the computation of the Scores are empirically derived from consumer credit information from Equifax's consumer credit reporting database, and are demonstrably and statistically sound methods of rank ordering candidate records from the Equifax consumer credit database for the purposes for which the Score was designed particularly, and it is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system" as defined in Regulation B. and (2) the scoring algorithms comprising the Score, except as permitted, do not use a "prohibited basis," as such phrase is defined in Regulation B. This section and Equifax's statements herein are contingent on Qualified Subscriber's use of the Score for the purpose for which it was designed, in compliance with the service definitions described in the CRA Agreement for Service. Qualified Subscriber must validate the Score on its own records. Qualified Subscriber will be responsible for meeting its requirements under the ECOA and Regulation B and will not use any Score in any manner that violates any fair lending laws.

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