

**CREDIT DATA SOLUTIONS, LLC
AGREEMENT FOR SERVICE**

This Agreement for Service (“Agreement”) is entered into this ___ day of _____ 2016 (“Effective Date”) by and between Credit Data Solutions, LLC (“Reseller”) and _____, on behalf of itself, its owners, officers, directors, employees, agents, and assigns (“End User”) (collectively, the “Parties”) to govern the services, as described further in **Exhibit A**, which is attached to this Agreement and incorporated into this Agreement as if fully stated herein, provided by Reseller to End User in accordance with its customary practices (“Services”).

NOW, THEREFORE, in consideration of the foregoing and such other consideration, which End User agrees is sufficient, the Parties agree to the following terms:

1. **Payment:** End User agrees to pay for all Services that it requests through Reseller, within fifteen (15) days of receiving an invoice from Reseller, per the fees provided in the “Reseller Pricing Schedule” that is attached to this Agreement as **Exhibit B** and incorporated into this Agreement as if fully stated herein. Reseller may from time to time decrease or increase the charges to End User by written notice mailed or delivered to End User at its business address. End User agrees to pay the fees or must proceed with terminating this Agreement as provided in this Agreement. Past due amounts shall accrue interest at the rate of 1.5% per month. If collection efforts are required, End User shall pay all costs of collection including, but not limited to, attorney's fees. Any returned NSF checks would impose a \$30.00 per incident fee to the next statement. Services for any account with a past due balance over 10 days will be turned off. End User shall also pay a \$25.00 per incident charge if account has been turned off for past due payment. End User agrees that if it fails to pay monthly invoice by the due day, the full amount will be deducted from its business checking account or from its business or personal credit/debit card. End User further declares that it is an authorized signer of said account(s) which has been authorized by corporate charter or otherwise. Should End User have a reasonable dispute with regard to an invoice, End User must notify Reseller of such upon receipt and send all detail or documentation via email to info@creditdatasolutions.com or fax to 1-844-323-3485: Accounting Dept., or any such dispute shall be deemed waived. Reseller will respond to End User's dispute within five (5) days after receipt.

2. **Permissible Purpose:**

a. End User certifies that its permissible purpose for ordering the Services is (select all that apply):

- In connection with qualifying a mortgage applicant;
- In connection with a tenant screening application involving the consumer;
- In connection with an employment screening application involving the consumer; or
- Other legitimate business need. Please describe:

- b. End User certifies that it will request Services pursuant to procedures prescribed by Reseller, which may be amended from time to time, and only for the permissible purpose(s) certified above. The Services shall not be obtained and/or used for any other purpose. End User further acknowledges that it is not one of the businesses listed in the Prohibited Business List attached as **Exhibit C** and that the Reseller has provided it with a copy of **Exhibit D**, which includes End User's legal obligations as a user of consumer reports under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et. seq.* ("FCRA"). End User agrees that the requirements of the applicable law and regulations may be amended from time-to-time and it is End User's responsibility to stay informed of and compliant with any changes in its legal obligations.
 - c. Client agrees to notify Reseller prior to any change in its business activities that may impact End User's legal right to obtain Services.
 - d. If End User's permissible purpose for ordering consumer credit reports is in connection with a tenant screening application, End User certifies and warrants that it will execute and comply with the End-User Certification attached to this Agreement and incorporated as **Exhibit E**.
3. **Confidential Information:** The Services provided by Reseller shall be for a one-time use, and, at all times, and notwithstanding the termination or expiration of this Agreement, End User shall hold all information received as a part of Reseller's Services ("Reseller Information") in strict confidence, and shall not use, reproduce, or disclose the Confidential Information of the other Party to any person or entity except as specifically permitted in this Agreement. End User may disclose the Reseller Information only to those of its employees, contractors, consultants, and advisors who have previously agreed to be bound by terms and conditions at least as restrictive as those set forth in the Agreement and who have a need to know such information. End User may only disclose the Services to the consumer whom it relates as provided in this Agreement.
4. **Restriction on Employee Reports.** End User agrees that Services on employees will not be requested, except as necessary in the performance of the End User's legitimate business if End User is approved to receive background screening Services. End User will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry and provide Reseller copies of such upon request.
5. **Indemnification.** End User further agrees, as requested, to promptly furnish by telephone or in writing to Reseller all required information covering transactions by the End User and its consumers, and to indemnify Reseller, TransUnion Information Solutions LLC, Equifax Information Services, LLC, Inc., and/or Experian Information Solutions, Inc. (the latter three are collectively referred to as the "Repositories"), and the officers and employees of each, as applicable, jointly and severally, from any loss, damage, attorney's fees and costs related to or arising out of any claim or suit based on alleged violation(s) of any provision of this Agreement.
6. **Reselling:** End User may not resell or otherwise provide the Services to consumers, except End User may provide a disclosure copy to a subject consumer as required by applicable law

and regulations; however, End User may provide only a copy of the information that was provided by Reseller to End User. If any item of information contained in a consumer's report issued by Reseller is disputed by the consumer, and consumer notifies End User of such dispute, End User shall refer the consumer to Reseller for all substantive inquiries regarding consumer reports.

7. **Compliance with Applicable Laws & Regulations:**

- a. End User agrees to comply with all federal, state and local laws, rules and regulations applicable to End User's receipt and use of the Services. End User's violation of any applicable laws, ordinances, regulations or policies and procedures constitutes End User's material breach under this Agreement. It is End User's sole responsibility to remain informed of all applicable laws, regulations, and rules. Nonetheless, Reseller may, from time to time, notify End User of additional or updated requirements as is feasible.
- b. End User understands that the Fair Credit Reporting Act, 15 USC 1681 *et. seq.*, 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, imprisoned for not more than two (2) years, or both." End User acknowledges that it understands its obligations under the FCRA and applicable state laws in ordering and using consumer reports, and End User agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance. To that end, End User agrees to obtain the written permission of the consumer, in the form required, to obtain a consumer report where required under applicable laws or regulations, and to provide all notices and disclosures required under all federal and state laws. Reseller reserves the right to amend the terms and/or conditions under this Agreement to meet any requirement imposed by federal, state, or local law, rule or regulation, or to address matters concerning privacy and confidentiality, upon notice to End User.
- c. End User acknowledges that it is solely responsible to ensure that it and its affiliates, personnel, agents, sub-contractors and/or representatives comply with all applicable laws, regulations, ordinances, and policies and procedures, although Reseller may provide training materials from time to time. End User agrees that it will institute and maintain strict procedures for assuring that its employees do not furnish the Services except in compliance with this Agreement and do not request reports for themselves. End User will provide training and materials to its employees to the extent necessary to assure compliance with this Agreement. End User agrees that Reseller has the right to monitor its compliance with this provision on an ongoing basis to assure the continued compliance with the requirements of this Agreement and will immediately discontinue the Services if the End User becomes noncompliant with the requirements herein.
- d. End User agrees that it will properly dispose of all consumer information pursuant to all applicable federal, state, and local laws. "Consumer Information," as used herein, shall mean any record (or compilation thereof) about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer or tenant screening report. End User shall comply with all applicable state and local laws regarding consumer credit or consumer identity protection.

- e. When requesting Services related to Employment Background Screening, End User verifies that it complies with the employment provisions of the FCRA, including 15 U.S.C. § 1681b(b)(2), and has provided the consumer a clear and conspicuous disclosure in writing at any time before the Services are procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and the consumer has authorized in writing (which authorization may be made on the document referred to herein) the procurement of the report by that person. End User further certifies that before taking any adverse action based in whole or in part on the Services, that it has provided the consumer a copy of the consumer's report and a description in writing of the rights of the consumer.
- f. If applicable, End User certifies that it is in compliance with Section 1785.14(a) of the California Civil Code (see **Exhibit F** attached hereto and incorporated into this Agreement). Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a "retail seller" (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person ("point of sale transactions"). End User certifies that it is not a "retail seller" (as defined in Section 1802.3 of the California Civil Code), and it does not issue credit to California residents who appear in person on the basis of applications for credit submitted in person. End User further certifies that it shall not become a retail seller or engage in point of sale transactions with respect to California residents.
- g. If applicable, End User certifies that it is in compliance with and will comply with Section 2480e of the Vermont Fair Credit Reporting Act ("VFCRA") and other applicable Vermont rules (see **Exhibit G** attached hereto and incorporated into this Agreement). In particular, End User certifies that it will order information services relating to Vermont residents that are credit reports as defined by the VFCRA, only after End User has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont rules. End User further certifies that it has obtained and reviewed a copy of Section 2480e of the VFCRA statute.
- h. End User hereby acknowledges and certifies that many of the Services containing information from Repositories also contains information from the Death Master File ("DMF") as issued by the Social Security Administration; and certifies pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that any use of deceased flags or other notations that may be included from the Repositories 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); and certifies that it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other notations from Repositories. End User further certifies that it is aware of and complies with the requirements contained in **Exhibit H**, which is attached to this Agreement and incorporated into this Agreement by reference.
- i. If End User accesses criminal record information through Reseller, it must meet the requirements of all applicable federal, state and local laws and regulations governing the

reporting and use of criminal record information, including notifying the consumer that the report contains information obtained from public records.

8. **Rules Specific to Repositories:**

- a. End User agrees, regarding the Services, to comply with any and all requirements imposed by the three national credit reporting agencies, Equifax Information Services, LLC; Experian Information Solutions, Inc.; and TransUnion Information Solutions, LLC (hereinafter, the “Repositories”); and Reseller’s applicable vendors, as may be amended from time to time. End User also agrees that it shall be bound by the Repositories requirements upon Reseller’s posting of such information on its website, or upon direct notice to End User. End User agrees not to place any further request for Services with Reseller if it does not agree to the revised policies and procedures. Reseller will rely upon any request for Services after End User is provided revised policies and procedures as End User’s acceptance and agreement to the revised policies and procedures. Further, End User understands that the Repositories reserve the right to terminate End User’s Services at any time with or without notice. In addition, the Repositories may, in its sole discretion, refuse End User’s access to the Services.
- b. End User agrees that Reseller and the Repositories shall have the right to audit End User’s records that are relevant to the provision of Services set forth in this Agreement. End User further agrees that it will respond within a requested time frame to an information request from the applicable Repositories regarding information provided by such Repository. End User understands that each of the Repositories may suspend or terminate access to that Repository’s information provided through Reseller in the event End User does not cooperate with such an investigation, and such a suspension or termination is outside of Reseller’s control.
- c. End User agrees to abide by the terms and conditions, as they may be modified and amended from time to time, of all of Equifax’s requirements that are attached to and incorporated into this Agreement as **Exhibit I**, Experian’s requirements that are attached to and incorporated into this Agreement as **Exhibit J**, and TransUnion’s requirements that are attached to and incorporated into this Agreement as **Exhibit K**.

9. **Copies:**

- a. End User hereby authorizes Reseller to provide copies of any information regarding End User to the Repositories, as needed.
- b. End User acknowledges that the most current copies of all documents in the attached Exhibits may be found at www.creditdatasolutions.com.

10. **Hiring Policies:** End User represents and warrants to Reseller that it maintains comprehensive hiring policies and procedures which include, among other things, a background check conducted in accordance with the requirements of the FCRA. Reseller reserves the right to request additional checks at its discretion.

11. **Data Security Requirements:**

- a. End User agrees to abide by the Information Security Policy and Access Security Requirements attached as **Exhibit L** and incorporated into this Agreement, and End User will ensure the compliance of all of its affiliates, personnel, agents, sub-contractors and/or representatives who have access to consumer credit information.
 - b. End User shall notify Reseller within twenty-four (24) hours following discovery of any breach of the security of consumer reporting data if the personal information of consumers was, or is reasonably believed to have been, acquired by an unauthorized person.
 - c. In the event that a data security breach has occurred, End User agrees to cooperate with Reseller's or the Repositories' investigation of the breach. The nature and timing of the required notifications to consumers regarding the breach shall be approved by Reseller, as applicable, unless otherwise required by law.
 - d. In the event that Reseller, or a Repository, determines that a data security breach was within the control of End User: (1) End User shall provide to each affected or potentially affected consumer credit history monitoring services for a minimum of one (1) year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or ID theft from at least one of the Repositories; and (2) Reseller, or the Repositories, as applicable, may assess End User an expense recovery fee.
12. **Monitoring:** End User agrees and acknowledges that Reseller may monitor End User on an ongoing basis to determine End User's compliance with applicable law and the provisions of this Agreement. End User agrees that Reseller may verify, through audit or otherwise, that End User is in fact the end user of the Services with no intention to resell or otherwise provide or transfer the information in whole or in part to any other person or entity. Reseller may utilize a third party vendor to perform an on-site inspection of End User's business, and End User agrees to allow such third party access to its facilities and information related to its receipt and use of consumer reports from Reseller.
13. **Building Inspection:** End User is required to pass a physical inspection of its business premises in order to validate the legitimacy and location of the business and to ensure security measures in restricting access to consumer information. End Users located out of a residence are required to undergo an annual on-site inspection, and must demonstrate that the office is kept separate from the remainder of the home, and is a secure environment. The End User will be charged for the cost of the inspection.
14. **Business Relationship Use:** End User shall not, unless approved in writing by Reseller and/or the Repositories, as applicable, disclose the Services to a third party, secondary user, or affiliate with which End User has an ongoing business relationship. If Reseller and/or the Repositories agree in writing to End User's disclosure of the Services, such disclosure shall be solely for the permissible use of such information as provided in the FCRA. Reseller or the Repositories may charge a fee for the subsequent delivery to secondary users.

15. **Joint Venture:** Nothing contained in this Agreement may be construed as creating a joint venture, partnership, licensor-licensee, principal-agent, or mutual agency relationship between or among the Parties. No Party, by virtue of this Agreement, has any right or power to create any obligation, express or implied, on behalf of any other party. No Party, or employee of any Party, will be deemed to be an employee of another Party by virtue of this Agreement.
16. **Rights and Claims:** End User and Reseller acknowledge and intend that this Agreement was entered into for the respective benefit of each of them and their respective successors and assigns, and for the benefit of the third-party Repositories in consideration of their providing consumer reporting information to Reseller. Nothing in this Agreement shall be construed as giving any other person, firm, corporation, or other entity, other than the Parties to this Agreement, their respective successors and permitted assigns, and the Repositories, any right, remedy, or claim under or in respect to this Agreement or any of its provisions.
17. **Transfer Rights:** End User acknowledges and understands that Reseller grants to End User a non-exclusive, non-transferable, limited license to use the Services solely for End User's internal business purposes. There are no implied licenses under this Agreement or the Agreement. All rights not expressly granted herein are reserved.
18. **Marks and Intellectual Property:** Reseller and all Reseller's product names are trademarks or service marks of Reseller or its affiliates (collectively, the "Marks"). No right or license to use the Marks is granted under this Agreement, except that End User shall have the limited right to use the Marks solely as they appear in the Services. End User shall not use the Marks in any advertising or promotional material nor shall End User disclose Reseller as a data source to any third party, except for such disclosures required by federal, state, or local government regulations, or as otherwise may be authorized in writing by Reseller. Customer shall not remove, alter, or obscure any Marks or proprietary notices contained in the Services or other materials provided by Reseller.
19. **No Warranties:** The Services are provided "as is." Reseller makes no representation or warranty, express or implied, including, but not limited to, implied warranties or merchantability or fitness for a particular purpose and implied warranties arising from a course of dealing or a course of performance, with respect to the Services (or any information contained therein), including, without limitation, with respect to the accuracy, validity, or completeness of the Services, that the Services will meet client's needs, or that the Services will be provided on an uninterrupted basis or free from disabling devices, and Reseller expressly disclaims all such representations and warranties. All representations and warranties regarding any score, if any, are made solely by the providers of the score, and End User releases Reseller from all liabilities and claims in connection with respect to all scores. End User agrees and acknowledges that Reseller does not compile the raw, original source data used to generate its Services. Reseller merges the data, as it is received, from the three Repositories. End User holds harmless Reseller for any errors and omissions in connection with the information provided to it from the Repositories.
20. **Termination:** This Agreement shall continue in force without any fixed date of termination, subject to cancellation by either Party upon ten (10) days prior written notice mailed or delivered to the other Party at the applicable address listed in the signature blocks below,

subject to the rights retained by each Party as fully described in this paragraph. Reseller retains the right to, at any time and without prior notice, terminate this Agreement in the event of the End User's violation or alleged violation of any federal, state or local laws, ordinances, regulations, or rules, litigation or arbitration proceedings or government action that affect the operation of Reseller, or the breach of any provision of this Agreement. End User shall remain responsible for the payment of any Services that Reseller provided to End User prior to termination.

21. **Exclusive Remedy:** Unless otherwise set forth in an Agreement, Reseller's total liability and End User's exclusive remedy under or related to the Agreement is limited to direct money damages not exceeding the amount paid by End User to Reseller under the Agreement during the three (3) months preceding the event or circumstance giving rise to such claim. This limit is cumulative and all payments under this Agreement are aggregated to calculate the limit. The existence of multiple claims does not enlarge the limit. To the fullest extent permitted by applicable law, in no event shall Reseller or the Repositories, be liable for any incidental, consequential, indirect, special, punitive or exemplary damages, lost profits or revenue, or lost or damaged data, whether arising in contract, tort (including negligence) or otherwise, even if Reseller or the Repositories are aware of the possibility of such loss or damages.
22. **Assignment:** Due to the special and unique purposes of this Agreement, neither this Agreement nor any rights or obligations in it are assignable by End User without the prior written consent of Reseller. Any dissolution, merger, consolidation or other reorganization of End User, the sale or other transfer of all or substantially all of the assets or properties of End User, or the sale or other transfer of a controlling percentage of the corporate stock of End User, constitutes an assignment of this Agreement for all purposes of this Paragraph. The term "controlling percentage," for the purpose of this Paragraph, means the ownership of stock possessing, and of the right to exercise, at least fifty percent (50%) of the total combined voting power of any class or all classes of stock of such a Party, issued, outstanding and entitled to vote for the election of directors, whether that ownership is direct or indirect.
23. **Delay or Interruption:** Notwithstanding any provision to the contrary, no Party to this Agreement will be liable to the other Party for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause, if the delay or interruption in performance is beyond the Party's reasonable control.
24. **Partial Enforcement:** In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of this Agreement. End User agrees that the remaining provisions will remain in full force and effect.
25. **Waiver of Breaches:** Reseller's waiver of any breaches of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement.

26. **Choice of Law and Venue:** The Parties agree that the terms of this Agreement will be governed and construed under the laws of the State of California and End User agrees that any claims under this Agreement must be brought in a state or federal court of competent jurisdiction in the State of California.

27. **Complete Agreement:** This Agreement constitutes the entire Agreement (and any attachments, addenda, and supplements thereto) between the Parties, and supersedes and cancels any and all prior oral or written agreements between the Parties relating to the subject matter. No changes in this Agreement may be made except in a writing that is signed by both Parties.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. The parties hereto agree that a facsimile or other electronic transmission of this fully executed Agreement shall constitute an original and legally binding document.

Agreed to this ___ day of _____ 2016 by the duly authorized representatives of each Party stated below:

Credit Data Solutions, LLC

End User: _____

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Address: _____

Address: _____