

EXHIBIT I

EQUIFAX REQUIREMENTS

Customer, in order to receive consumer credit information from Equifax Information Services, LLC, through Altisource Solutions, Inc. agrees to comply with the following conditions required by Equifax, which may be in addition to those outlined in the Customer Service Agreement (“Agreement”).

- Customer understands and agrees that Equifax’s delivery of information to Customer via ALTISOURCE SOLUTIONS, INC. is specifically conditioned upon Customer’s agreement with the provisions set forth in this Agreement.
- Customer understands and agrees that these requirements pertain to all of its employees, managers, and owners and that all persons having access to Equifax consumer credit information, whether existing or future employees, will be trained to understand and comply with these obligations.

1.0 Customer hereby agrees to comply with all current and future policies and procedures instituted by ALTISOURCE SOLUTIONS, INC. and required by Equifax. ALTISOURCE SOLUTIONS, INC. will give Customer as much notice as possible prior to the effective date of any such new policies, required in the future; but does not guarantee that reasonable notice will be possible. Customer may terminate this agreement at any time after notification of a change in policy in the event Customer deems such compliance as not within its best interest.

2.0 Customer certifies that it will order and use Limited-ID or Limited DTEC reports in connection with only one of the following purposes involving the subject of the report and for no other purpose:

- a) To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;
- b) For required institutional risk control or for resolving consumer disputes or inquiries;
- c) Due to holding a legal or beneficial interest relating to the consumer;
- d) As necessary to effect, administer, or enforce a transaction to underwrite insurance at the consumer’s request, for reinsurance purposes or for the following purposes related to the consumer’s insurance: account administration, reporting, investigation fraud prevention, premium payment processing, claim processing, benefit administration or research projects;
- e) To persons acting in a fiduciary or representative capacity on behalf of, and with the consent of, the consumer or
- f) As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, including location for collection of a delinquent account.

2.1 Subscriber, if a government agency, certifies it will order and use Limited-ID or Limited DTEC in connection with the following purposes involving the subject and for no other purpose: (y) pursuant to FCRA Section 608 or (z) for an investigation on a matter related to public safety.

2.2 Customer further certifies that it will, with each Limited ID or Limited DTEC inquiry, include the Exception Code required by Equifax that identifies the use for which Customer is ordering the information, and that because Limited ID and Limited DTEC reports are not consumer reports;

2.2.1 Customer will not order or use Limited ID or Limited DTEC reports, in whole or in part, to determine eligibility for credit, insurance, or for any other permissible purpose, as defined by the FCRA, for which a consumer reporting agency is permitted to furnish a consumer report.

2.3 Equifax may periodically conduct audits of Customer regarding its compliance with the FCRA and other certifications in this Agreement. Audits will be conducted by mail whenever possible and will require Subscribers to provide documentation as to permissible use of particular

consumer, Limited ID, or Limited DTEC reports.

2.3.1 Customer 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 Customer's material breach of this Agreement, constitute grounds for immediate suspension of service or, termination of this Agreement.

2.3.2 If Equifax terminates this Agreement due to the conditions in the preceding sentence, 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.

3.0 Customer certifies that it is not a reseller of the information, a private detective, bail bondsman, attorney, credit counseling firm, financial counseling firm, credit repair clinic, pawn shop (except companies that do only Title pawn), check cashing company, genealogical or heir research firm, dating service, massage or tattoo service, business that operates out of an apartment, an individual seeking information for his private use, an adult entertainment service of any kind, a company that locates missing children, a company that handles third party repossession, a company seeking information in connection with time shares or subscriptions, a company or individual involved in spiritual counseling or a person or entity that is not an end-user or decision-maker, unless approved in writing by Equifax

4.0 Customer agrees that Equifax shall have the right to audit records of Customer that are relevant to the provision of services set forth in this agreement. Customer authorizes ALTISOURCE SOLUTIONS, INC. to provide to Equifax, upon Equifax's request, all materials and information relating to its investigations of Customer and agrees that it will respond within the requested time frame indicated for information requested by Equifax regarding Equifax information

Customer understands that Equifax may require ALTISOURCE SOLUTIONS, INC. to suspend or terminate access to Equifax's information in the event Customer does not cooperate with any such an investigation. Customer shall remain responsible for the payment for any services provided to Customer prior to any such discontinuance.

5.0 Equifax information will be requested only for Customer's exclusive use and held in strict confidence except to the extent that disclosure to others is required or permitted by law.

5.1 Customer agrees that Equifax information will not be forwarded or shared with any third party unless required by law or approved by Equifax. If approved by Equifax and authorized by the consumer, Customer may deliver the consumer credit information to a third party, secondary, or joint user with which Customer has an ongoing business relationship for the permissible use of such information. Customer understands that Equifax may charge a fee for the subsequent delivery to secondary users.

5.2 Only designated representatives of Customer will request Equifax information on Customer's employees, and employees will be forbidden to obtain reports on themselves, associates or any other persons except in the exercise of their official duties.

5.3 Customer 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.

5.4 Customer 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 Customer, its employees or agents contrary to the conditions of this paragraph or applicable law.

6.0 Customer understands that it must meet the following criteria:

- (a) The Customer company name, including any DBA's, and the address on the Customer Application ("Application") and Agreement must match;
- (b) The telephone listing must be verified in the same company name and address that was provided on the Application and Agreement;
- (c) A copy of the current lease of the business must be reviewed by ALTISOURCE SOLUTIONS, INC. to confirm the Customer is at the same address that is shown on the Application and Agreement, and the following pages of the lease must be reviewed for verification: the signature page; the address page; the terms of the lease page; landlord name and landlord contact information;
- (d) A copy of the principal's driver's license is required to verify the principal's identity;
- (e) A current business license must be supplied, and reflect the same name and at the same address provided on the Application and Agreement. (Contact ALTISOURCE SOLUTIONS, INC. for valid substitutions when a license is not required by the state), and
- (f) An on-site inspection of the office is to be conducted by an Equifax certified company.

6.1 *Note (c) and (d) are not required if the Customer is publicly traded on a nationally recognized stock exchange

7.0 Customer will be charged for Equifax consumer credit information by ALTISOURCE SOLUTIONS, INC., which is responsible for paying Equifax for such information; however, should the underlying relationship between ALTISOURCE SOLUTIONS, INC. and Customer terminate at any time during this agreement, charges for Equifax consumer credit information will be invoiced to Customer, and Customer will be solely responsible to pay Equifax directly.

8.0 Customer agrees that it will properly dispose of all consumer information in accordance with the following.

- As used herein, "consumer information" means any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records.
- Consumer information does not include information that does not identify individuals, such as aggregate information or blind data.
- "Dispose," "disposing," or "disposal" means:
 - (1) The discarding or abandonment of consumer information, or
 - (2) The sale, donation, or transfer of any medium, including computer equipment, upon which consumer information is stored.

8.1 A Subscriber who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. Reasonable measures include:

- (1) implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed;
- (2) implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed; and
- (3) after due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with the above.

9.0 Customer agrees to hold harmless Equifax and its directors, officers, employees, agents, successors,

and assigns, from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, expenses (including, without limitation, attorney's fees, and costs of litigation), or liability, arising from or in any manner related to any allegation, claim, demand, or suit,

- whether or not meritorious, brought or asserted by any third party arising out of or resulting from any actual or alleged negligence or intentional act of Customer,
- whether or not any negligence of Equifax is alleged to have been contributory thereto, the failure of Customer to duly and fully perform its obligations under this Agreement, the denial of service to Customer by Equifax, the misuse or improper access to Equifax consumer credit information by Customer or the failure of Customer to comply with applicable laws or regulations.

9.1 Customer further understands and agrees that the accuracy of any consumer credit information is not guaranteed by Equifax and releases Equifax from liability for any loss, cost, expense, or damage, including attorney's fees, suffered by Customer resulting directly or indirectly from its use of consumer credit information from Equifax.

10.0 EQUIFAX MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RESPECTING ACROPAC OR ANY OTHER MACHINERY, EQUIPMENT, MATERIALS, PROGRAMMING AIDS OR OTHER ITEMS UTILIZED BY CUSTOMER IN CONNECTION WITH OR RELATED TO, OR RESPECTING THE ACCURACY OF, ANY EQUIFAX CREDIT INFORMATION FURNISHED BY EQUIFAX TO ANY SUBSCRIBER.

**Additional Equifax Terms
EXHIBIT I-1**

Qualified Subscriber Terms and Conditions

Equifax Information Services LLC ("**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.

(QUALIFIED SUBSCRIBER'S AUTHORIZED REPRESENTATIVE MUST PLACE HIS/HER INITIALS NEXT TO THE APPLICABLE SPACE BELOW)

1. Do you, Qualified Subscriber certify you are a "retail seller," as defined in Section 1802.3 of the California Civil Code and referenced in Exhibit A1?

_____ yes

_____ no

2. 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 certifies that it will comply with applicable provisions under Vermont law. In particular, Qualified Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act (“**VFCRA**”), only after Qualified Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Qualified Subscriber further certifies that the attached copy of Section 2480e (**Exhibit 1-B**) of the Vermont Fair Credit Reporting Statute was received from Equifax.

10. Data 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;

(b) ensure that Authorized Users do not order consumer reports for personal reasons or provide them to any third party except as permitted by this Agreement;

(c) inform Authorized Users that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment,

(d) ensure that all devices used by Qualified Subscriber to order or access the Equifax Information are placed in a secure location and accessible only by Authorized Users, and that such devices are secured when not in use, through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures;

(e) take all necessary measures to prevent unauthorized ordering of or access to the Equifax Information 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 (collectively, “**Security Information**”), 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,

(f) change Qualified Subscriber’s user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Equifax Information, or if Qualified

Subscriber suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,

(g) adhere to all security features in the software and hardware Qualified Subscriber uses to order or access the Equifax Information, including the use of IP restriction;

(h) implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts;

(i) in no event access the Equifax Information via any unregistered hand-held wireless communication device, that have not gone through Client's device enrollment, access, and authentication process. Such process shall be reviewed and approved by Equifax prior to allowing access to Equifax Information via any hand-held communication device;

(j) not use non-company owned assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs and DVDs) to store the Equifax Information. In addition, Equifax Credit Information must be encrypted when it is not in use and all printed Equifax Information, must be stored in a secure, locked container when not in use and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose;

(k) if Qualified Subscriber sends, transfers or ships any Equifax Information, encrypt the Equifax Information using minimum standards of Advanced Encryption Standard (AES), minimum 128-bit key, encrypted algorithms, which standards may be modified from time to time by Equifax;

(l) not ship hardware or software between Qualified Subscriber's locations or to third parties without deleting all Security Information and any consumer information;

(m) monitor compliance with the obligations of this Section 10, and immediately notify Equifax if Qualified Subscriber suspects or knows of any unauthorized access or attempt to access the Equifax Information, including, without limitation, a review of each Equifax invoice for the purpose of detecting any unauthorized activity;

(n) if, subject to Equifax approval, Qualified Subscriber uses a service provider to establish access to the Equifax Information, be responsible for the service provider's use of Security Information, and ensure the service provider safeguards such Security Information through the use of security requirements that are no less stringent than those applicable to Qualified Subscriber under this Section 10;

(o) use commercially reasonable efforts to assure data security when disposing of any consumer report information or record obtained from Equifax. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Qualified Subscriber's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records.

(p) use commercially reasonable efforts to secure Equifax Information when stored on servers, subject to the following requirements: (i) servers storing Equifax Information must be separated from the Internet or other public networks by firewalls which are managed and configured to meet

industry accepted best practices, (ii) protect Equifax Information through multiple layers of network security, including but not limited to industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Equifax Information, which must include authentication and passwords that are changed at least every ninety (90) days, and (iii) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available;

(q) 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;

(r) 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 for at least three (3) months for review ;

(s) provide prompt notification to Equifax of any change in address or office location and is subject to an onsite visit of the new location by Equifax or its designated representative, and;

(t) in the event Qualified Subscriber has a Security Incident involving Equifax Information, Qualified Subscriber will fully cooperate with Equifax in a security assessment process and promptly remediate any finding. For purposes of this Section VII “**Security Incident**” means any actual breach, theft or unauthorized access, use, misuse, theft, vandalism, modification or transfer of or to Information Services or Equifax Information.

10.3 A Cloud Service provider (“**CSP**”) is a company that offers a component of cloud computing. CSPs generally offer Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS). Qualified Subscriber may use a CSP to process, transmit, or store Equifax Information, subject to the following conditions: (i) Qualified Subscriber obtains Equifax’s written, and (ii) Qualified Subscriber certifies that Qualified Subscriber will, and will contractually obligate it’s CSP to, follow Equifax minimum requirements for cloud computing and storage, including, but not limited to:

- (a) Data at rest encryption of at least AES-256 shall be used where Equifax Information is stored.
- (b) An inventory shall be kept of all Equifax Information within the cloud environment.
- (c) Equifax Information shall be logically and/or physically separated in multi-tenant environments in accordance industry standards.
- (d) Utilization of secure data destruction techniques shall be used to destroy Equifax Information in accordance with industry standards.
- (e) Assets that are no longer needed for legal or other retention purposes shall be destroyed in accordance with industry standard.
- (f) Incident handling and forensic support shall be provided in the event of an investigation or Security Incident.
- (g) Cloud hosted systems shall be patched at the most current levels and have vulnerabilities addressed in accordance with industry standards.
- (h) Information systems and infrastructures shall follow industry security hardening standard such as DISA STIG or CIS guidance.
- (i) Qualified Subscriber or Qualified Subscriber’s application environment shall be certified by an independent third party (i.e. SOC 2 Type 2, PCI/ISO 27001/NIST).
- (j) Third parties providing support services to the Qualified Subscriber or Qualified Subscriber’s CSP shall not have access to Equifax Information without prior consent of Equifax.

(k) Qualified Subscriber shall manage all encryption keys within the Qualified Subscriber's CSP.

11. 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.

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

_____ Qualified Subscriber has read the attached **Exhibit 1-C** "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 CRA Qualified Subscriber Terms and Conditions
State Compliance Matters

California Retail Seller

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Qualified Subscriber under the following circumstances: (a) if Qualified Subscriber is a “retail seller” (defined in part by California law as “a person engaged in the business of selling goods or services to retail buyers”) and is selling to a “retail buyer” (defined 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”) and a consumer about whom Qualified Subscriber is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Qualified Subscriber, must match at least three (3) 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 designated in Paragraph 8 of the Terms and Conditions that it is a “retail seller,” Qualified Subscriber certifies that it will instruct its employees 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 Exhibit, and with the specific certifications set forth herein.

Qualified Subscriber certifies that, as a “retail seller,” it will either (a) acquire a new Qualified Subscriber 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 Qualified Subscriber 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.

EXHIBIT 1-B to CRA Qualified Subscriber Terms and Conditions
Vermont Fair Credit Reporting Contract Certification

The undersigned, _____ (“**Qualified Subscriber**”), acknowledges that it subscribes to receive various information services from Equifax Information Services LLC (“**Equifax**”) in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480a (2016), as amended (the “**VFCRA**”) and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the “**FCRA**”) and its other state law counterparts. In connection with Qualified Subscriber’s continued use of Equifax information services in relation to Vermont consumers, Qualified Subscriber hereby certifies as follows:

Vermont Certification. Qualified Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Qualified Subscriber certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Qualified Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Qualified Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from Equifax.

Qualified Subscriber: _____ (please
print)

Signed By: _____

Printed Name:

Title:

Account Number:

Date:

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name:

Title:

Mailing Address:

City:

State:

Zip:

E-Mail Address:

Phone:

Fax:

Attachment to EXHIBIT 1-B

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (2016)

§ 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order;
- or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to ensure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.
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VERMONT RULES * CURRENT THROUGH DECEMBER 16, 2016 *****

AGENCY 06. OFFICE OF THE ATTORNEY GENERAL

SUB-AGENCY 031. CONSUMER PROTECTION DIVISION

CHAPTER 012. Consumer Fraud--Fair Credit Reporting

RULE CF 112 FAIR CREDIT REPORTING

CVR 06-031-012, CF 112.03 (2016)

CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

EXHIBIT 1-C to CRA 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 regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, 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. 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.

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, 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 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

EXHIBIT I - 2

EQUIFAX INFORMATION SERVICES

This Exhibit contains an Information Services selection list, overviews of the Information Services that may be provided under this Agreement, additional terms and conditions that apply to those Information Services and other special terms and conditions that may affect the provision of Information Services to Qualified Subscriber.

B.I. STANDARD INFORMATION SERVICES

_____ ACROFILE® and
ACROFILEPlus®
_____ Address Variance IndicatorSM
_____ DTECTM
_____ Equifax SSN Affirm
_____ Identity Scan
_____ North American Link
_____ OFAC AlertTM
_____ On-Line DirectorySM
_____ PERSONA® and PERSONA
PLUS®
_____ Undisclosed Debt Monitoring
Service

B.II. CREDIT SCORE INFORMATION SERVICES

_____ Bankruptcy Navigator Index® 4.0
_____ FICO® Risk Score, Classic
_____ FICO® Risk Score, NextGen
_____ VantageScoreSM

B.I. STANDARD INFORMATION SERVICES:

2) **ACROFILE and ACROFILE Plus** - are the core consumer reports from the Equifax consumer credit database, consisting of identification information, credit file inquiries, public record information and credit account trade lines of the subject of the report. Qualified Subscriber may access these credit reports on an individual basis or through Joint File AccessSM, which provides simultaneous access to the credit files of both husband and wife with a single inquiry.

(3) **Address Variance Indicator** – is an ancillary service to ACROFILE, ACROFILE Plus and FINDERS that provides an indicator to alert Qualified Subscribers of the variations between inquiry address(es) and the address(es) appearing on the credit file.

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(4) **Auto-DTEC** – is a service that automatically uses the Social Security number from an original ACROFILE, ACROFILE Plus, ACRO Select or FINDERS inquiry to generate another search using a DTECTM transaction to return a name, address and Social Security number whenever the credit file inquiry returns a “No Record Found” message.

(6) **Equifax SSN Affirm** - is a fraud tool which reduces the risk of loss due to synthetic fraud. Equifax SSN Affirm will compare the Social Security Number (SSN) and consumer name from the customer inquiry to a proprietary list of known names and their corresponding social security numbers and provide alerts and warnings to the customer. Equifax

SSN Affirm is an Information Service based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, Qualified Subscriber will not use Equifax SSN Affirm (i) as part of its decision-making process for determining the consumer's eligibility for credit or any other FCRA permissible purpose or (ii) in any manner for the purpose of taking "adverse action" against a consumer, as defined in the Equal Credit Opportunity Act and Regulation B. Qualified Subscriber may only use the alert or warning message from the SSN Affirm system as an indication that the consumer's application information should be independently verified prior to a credit decision or any other purpose authorized under the FCRA.

(8) **Full DTEC** - is a consumer report that consists of name, AKA, or former name, current and former addresses, listed telephone number (if available), age, employment, Social Security number and a message pertaining to the Social Security number. Qualified Subscriber certifies that it will order a Full DTEC Report only when it has a permissible purpose to receive a consumer report, as specified in the Qualified Subscriber Terms and Conditions.

(9) **Identity Scan** - is an on-line warning system containing information that can be used to detect possible or known identity theft and application fraud. Some of the information in the IDENTITY SCAN database is provided by credit grantors. If Qualified Subscriber orders the IDENTITY SCAN service, then Qualified Subscriber agrees to furnish for potential inclusion in Equifax's IDENTITY SCAN system any data that Qualified Subscriber knows to have been used in connection with a fraudulent transaction or attempted fraudulent transaction with Qualified Subscriber. That data will include but not be limited to consumer names, aliases, Social Security numbers, addresses (current and former), employment (current and former) and telephone numbers (business and residential). Qualified Subscriber grants Equifax permission to evaluate and include such data in Identity Scan and

other identity/ fraud products if deemed appropriate by Equifax, and permits Equifax to use such information to test effectiveness of fraud and identity products. Qualified Subscriber will not use an alert or warning message from the IDENTITY SCAN system in its decision-making process for denying credit, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit decision. Qualified Subscriber understands that the information supplied by IDENTITY SCAN may or may not apply to the consumer who has applied to Qualified Subscriber for credit. Qualified Subscriber also understands and agrees that data from the IDENTITY SCAN system is proprietary to Equifax and shall not be used as a component of any database or file built or maintained by Qualified Subscriber. The use of such data shall be limited to the specific transaction for which the IDENTITY SCAN alert message is provided.

(10) **ID REPORT** - is a consumer report consisting of name, AKAs, current and former addresses, employment information, age or date of birth, and Social Security number (only if input by Qualified Subscriber).

(11) **North American Link**

(a) Desiring to obtain credit reporting services on residents of the United States and Canada through EIS's North American Link access mechanism, Qualified Subscriber understands that credit reporting services on residents of Canada will be provided from the credit reporting database of Equifax Canada Inc. Qualified Subscriber further understands that EIS is

(12) **OFAC Alert** - is an information service Equifax provides on behalf of Compliance Data Center LLC., an Equifax affiliate. OFAC Alert is based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes, or any other purpose authorized under the FCRA. Accordingly, Qualified Subscriber will not use an OFAC Alert indicator as part of its decision-making process for determining the consumer's eligibility for

any credit or any other FCRA permissible purpose. Qualified Subscriber acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Qualified Subscriber should contact the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not pertain to the individual referenced in your inquiry. Refer to the OFAC Customer Guide for further information.

(13) **On-line Directory** - is an ancillary service to ACROFILE®, ACROFILE Plus™, and PERSONA® that automatically provides creditors' and inquirers' names and current phone numbers on the consumer report.

(14) **PERSONA® and PERSONA PLUS®** - are consumer reports, from the Equifax consumer credit database, consisting of limited identification information, credit file inquiries, public record information, credit account trade lines, and employment information.

FCRA Certification. Qualified Subscriber will notify Equifax whenever a consumer report will be used for employment purposes. Qualified Subscriber certifies that, before ordering each consumer report to be used in connection with employment purposes, it will clearly and conspicuously disclose to the subject consumer, in a written document consisting solely of the disclosure, that Qualified Subscriber may obtain a consumer report for employment purposes, and will also obtain the consumer's written authorization to obtain or procure a consumer report relating to that consumer. Qualified Subscriber further certifies that it will not take adverse action against the consumer based in whole or in part upon the consumer report without first providing to the consumer to whom the consumer report relates a copy of the consumer report and a written description of the consumer's rights as prescribed by the Consumer Financial Protection Bureau ("CFPB") under Section 609(c)(2) of the FCRA, and will also not use any information from the consumer report in violation of any applicable federal or state equal employment opportunity law or regulation. Qualified Subscriber acknowledges that it has received from Equifax a copy of the written disclosure form prescribed by the CFPB.

(16) **Undisclosed Debt Monitoring Service** - is designed to monitor certain credit behavior of consumers that have a pending mortgage loan application with Qualified Subscriber. Equifax will report to Qualified Subscriber for the period that runs ninety (90) days from the date Equifax receives from Qualified Subscriber a consumer applicant's identifying information in connection with the Service any (i) new inquiries (including those arising from secondary use), and (ii) new credit account trade lines that are posted in Equifax's automated consumer credit reporting database.

Additional Terms and Conditions Applicable to the Undisclosed Debt Monitoring.

Qualified Subscriber Obligations. Qualified Subscriber will provide to Equifax a listing of consumers to be monitored via the Service. Qualified Subscriber will provide that listing as frequently, and in a form and manner as the parties agree. Notwithstanding the foregoing, Qualified Subscriber must provide to Equifax a notice, in the form and manner agreed upon, identifying those consumers subject to the Service that are no longer in Qualified Subscriber's underwriting process due to any action taken on the credit application other than the granting of a mortgage loan, including, but not limited to, the consumer's withdrawal of their application or the denial of the applied for credit. Such notice must be provided to Equifax by not later than 5 P.M. ET on the day such action becomes known to Qualified Subscriber.

Processing. Qualified Subscriber acknowledges that: (i) due to the additional processing required to perform the Service, there may be a delay between the time an item appears on a monitored consumer's credit file in Equifax's consumer credit reporting database (the system used to provide ACROFILE) and the time that the item is reported to Qualified Subscriber via the Service, (ii) provision of the consumer report provided to Qualified Subscriber or to a joint user with Qualified Subscriber (e.g. a sponsoring lender or secondary purchaser of mortgage loans) for the purpose of secondary use may trigger an

inquiry notice that relates to the transaction for which Qualified Subscriber is monitoring the subject consumer, and (iii) in some cases related to secondary use inquiries, the identity of the entity requesting the consumer's credit report will not be available.

No Adverse Action. Qualified Subscriber will

not use information returned by the Service as the sole factor in any decision-making process for denying credit, but will instead use that information as an indication of the need to conduct additional due diligence on the applicant prior to making a credit decision.

II. CREDIT SCORE INFORMATION SERVICES

(1) **Bankruptcy Navigator Index 4.0** - is a credit scoring service that rank-orders and segments accounts according to the likelihood of bankruptcy over a 24-month period, based on information in the Equifax consumer credit database. The scores returned by the Bankruptcy Navigator Index 4.0 service only represent a prediction of bankruptcy filing relative to other individuals in the Equifax credit database and are not intended to characterize any individual as to credit risk or credit capacity. Qualified Subscriber certifies that it will order this Service only when Qualified Subscriber intends to use the information for the permissible purposes set forth in Section 604(a) of the Fair Credit Reporting Act. Qualified Subscriber will not order the Service for employment purposes.

(3) **FICO® Risk Score, Classic** - is a consumer report credit scoring service based on a model developed by Fair Isaac and Equifax that ranks consumers in the Equifax consumer credit database relative to other consumers in the database with respect to the likelihood of those consumers paying their accounts as agreed (“Score”).

(4) **FICO® Risk Score, NextGen** – is a credit scoring algorithm developed by Fair Isaac and Equifax that evaluates the likelihood that consumers will pay their existing and future credit obligations, as agreed, based on the computerized consumer credit information in the Equifax consumer reporting database.

(7) **VantageScoreSM** - 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 subsections (ii), (iii), (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 or entity, 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 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 may disclose VantageScores only in aggregated formats (e.g. averages and comparative groupings) that do not reveal individual VantageScores, (b) Qualified Subscriber shall not provide any information that would enable a recipient to identify the individuals to whom the VantageScores apply, and (c) Qualified Subscriber shall enter into an agreement with each recipient that limits the use of the VantageScore to evaluation of such assets or investments, or (vi) as required by law. Qualified Subscriber agrees that the trademarks, trade names, product names, brands, logos, and service marks (“Vantage Marks”) for VantageScores and VantageScore 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.

Additional Terms and Conditions for Credit Score Information Applicable to FICO® Risk Score, Classic and FICO® Risk Score, NextGen:

In addition to the terms and conditions contained in the Agreement, the following additional terms also govern the use by Qualified Subscriber of credit risk Scores or insurance risk Scores of Fair Isaac (“FICO Scores”):

1. From time to time, Qualified Subscriber may request that Equifax provide FICO Scores, for, in each case, one of the following internal decisioning purposes requested: (a) in connection with the review of a consumer report it is obtaining from Equifax; (b) for the review of the portion of its own open accounts and/or closed accounts with balances owing that it designates; (c) 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; (d) for use as a selection criteria to deliver a list of names to Qualified Subscriber, or Qualified Subscriber’s designated third party processor agent; (e) for transactions not initiated by the consumer for the extension of a firm offer of credit or insurance; or (f) with respect to the insurance risk scores only for use in connection with the underwriting of insurance involving the consumer. Qualified Subscriber shall use each such FICO Score only once and, with respect to FICO Scores, only in accordance with the permissible purpose under the FCRA for which Qualified Subscriber obtained the FICO Score.

2. Qualified Subscriber acknowledges that the FICO Scores are proprietary and that Fair Isaac retains all its intellectual property rights in the FICO Scores and the Models (defined below) used by Equifax to generate the FICO Scores. Fair Isaac grants to Qualified Subscriber, effective during the term of the Qualified Subscriber agreement, a personal, non-exclusive, non-transferable, limited license to use, internally, the FICO Scores solely for the particular purpose set forth in Section 1 above for which the FICO Scores were obtained, including, but not limited to the single

use restrictions set forth above. Qualified Subscriber's use of the FICO Scores must comply at all times with applicable federal, state and local law and regulations, and Qualified Subscriber hereby certifies that it will use each FICO Score only for a permissible purpose under the FCRA. Qualified Subscriber shall not attempt to discover or reverse engineer the FICO Scores, Models or other proprietary information of Fair Isaac, or use the FICO Scores in any manner not permitted, including, without limitation, for resale to third parties, model development, model validation, model benchmarking, or model calibration. "Model" means Fair Isaac's proprietary scoring algorithm(s) embodied in its proprietary scoring software delivered to and operated by Equifax.

3. Qualified Subscriber shall not disclose the FICO Scores nor the results of any validations or other reports derived from the FICO Scores to any third party (other than to a consumer as expressly permitted in the Agreement and this Section 3) unless: (a) such disclosure is clearly required by law; (b) Fair Isaac and Equifax provide written consent in advance of such disclosure; and/or (c) such disclosure is to Qualified Subscriber's designated third party processor agent; provided however that in either (i.e., (b) or (c) above) event, Qualified Subscriber may make such disclosure (or in the event of (c), direct Equifax to deliver such lists, only after Qualified Subscriber has entered into an agreement with the third party that (i) limits use of the FICO Scores to only the use permitted to Qualified Subscriber hereunder, (ii) obligates the third party provider to otherwise comply with these terms, and (iii) names Fair Isaac as an intended third party beneficiary of such agreement with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Qualified Subscriber shall not disclose a FICO Score to the consumer to which it pertains unless such disclosure is (i) approved in writing by Fair Isaac or (ii) required by law or is in connection with an adverse action (as defined by the FCRA) and then only when accompanied by the corresponding reason codes.

4. Fair Isaac represents and warrants that the scoring algorithm(s) used in the Models to produce FICO Scores are empirically derived and demonstrably and statistically sound; provided, that, this warranty is conditioned on (i) an Qualified Subscriber's use of each FICO Score for the purposes for which the respective Model was designed, as applied to the United States population used to develop the scoring algorithm, (ii) the Qualified Subscriber's compliance with all applicable laws and regulations pertaining to the use of the FICO Scores, including the Qualified Subscriber's duty (if any) to validate or revalidate the use of credit scoring systems under the ECOA and Regulation B, and (iii) the Qualified Subscriber's use of the FICO Scores otherwise remaining in compliance with the terms of the Agreement with respect to FICO Scores. FAIR ISAAC AND EQUIFAX HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE.

5. IN NO EVENT SHALL EQUIFAX OR FAIR ISAAC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY ANY PARTY AND ARISING OUT OF THE PERFORMANCE HEREUNDER, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. IN NO EVENT SHALL EQUIFAX'S AND FAIR ISAAC'S COMBINED AGGREGATE TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID HEREUNDER DURING THE PRECEDING TWELVE (12) MONTHS FOR THE FICO SCORES THAT ARE THE SUBJECT OF THE CLAIM(S) OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.

6. Equifax and Qualified Subscriber acknowledge and agree that Fair Isaac is a third party beneficiary hereunder with respect to the Models, FICO Scores, and other Fair Isaac intellectual property and with fully enforceable rights. Qualified Subscriber further acknowledges and agrees that Fair Isaac's rights with respect to the Models, FICO Scores, other Fair Isaac intellectual property, and all works derived therefrom are unconditional rights that shall survive the termination for any reason.

EXHIBIT I - 3
RAPIDRESOLVE® DISCLOSURES

Altisource Solutions, Inc, offers Equifax's RapidResolve® Plus Service. RapidResolve® Plus is an expedited dispute reinvestigation service through which Equifax will try to promptly reinvestigate Consumer Dispute Information. Consumer Dispute Information will be reinvestigated within seventy-two (72) hours for Standard Service or by the next business day for Special Next Day Service. The service applies only to information provided to Altisource Solutions, Inc in an Equifax credit report.

Altisource Solutions, Inc will pay Equifax for the RapidResolve® Plus Service. There is no charge to the consumer.

Consumers wishing to access the RapidResolve® Plus Service must complete and sign the attached Authorization to Release Information. Lenders wishing to move the credit approval process along will benefit from this program by addressing inaccurate, incomplete, or outdated credit reports and approving more loans.



**CONSUMER AUTHORIZATION LETTER
TO RELEASE INFORMATION**

To Whom It May Concern:

1. I/We have applied for a loan from _____
Name of Lender
as part of the application process, _____
Name of Lender
may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.

2. I/We authorize you to provide to _____
Name of Lender
and to any investor to whom _____
Name of Lender
may sell my loan, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balance; credit history; and copies of income tax returns.

3. _____ may address this authorization to any party named
Name of Lender
in the loan application.

4. A copy of this authorization may be accepted as an original.

5. Your prompt reply to _____
Name of Lender
or the investor that purchased the loan is appreciated.

Borrower Signature

Date

Social Security Number

Borrower Signature

Date

Social Security Number