

**EXHIBIT 1-D to Client Agreement****ADDITIONAL TERMS RELATED TO OFAC SERVICE,  
RED FLAG SERVICE, AND EQUIFAX SAFESCAN****G. OFAC Service Additional Terms.**

1. If client subscribes to the OFAC service form of Information, Client agrees to request the OFAC Information solely for Client's own internal business usage and solely to facilitate Client's compliance with laws and regulations administered by, or whose administration is to be delegated to, the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and for no other purpose whatsoever. Without limiting the generality of the foregoing, Client acknowledges that the OFAC Information service 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, Client certifies it will not use any information provided through such service as part of its decision-making process for determining the consumer's eligibility for any credit products or other products, benefits (including the opportunity to rent a dwelling) or services applied for. Client 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 Client further certifies that in the event that a consumer's name matches a name contained in the Information, it will contact the appropriate government agency for confirmation and instructions. Client understands that a "match" may or may not apply to the consumer whose eligibility is being considered by Client, and that in the event of a match, Client should not take any immediate adverse action in whole or in part until Client has made such further investigations as may be necessary (i.e., required by law) or appropriate (including consulting with its legal or other advisors regarding Client's legal obligations).
2. Client agrees that the OFAC Information will be held in strict confidence and will not be disclosed to any third party, except as required or permitted by law.
3. Client represents and warrants that it has, and throughout the term of this Agreement will have, a Customer Identification Program (as such term is defined below) which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched through the Information service is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or another governmental agency, ongoing employee training, and an independent audit function to test the program. As used herein, "Customer Identification Program" means a risk-based program that includes policies, procedures and controls to (i) verify the identity of the person (consumer or entity) seeking to open an account or otherwise conduct business with Client, (ii) maintain records of the information used to verify identity and (iii) consult government lists of known or suspected terrorists or terrorist's organizations to confirm that the person is not on any list.
4. OFAC Service Provider will use good faith efforts in attempting to obtain the Information from sources deemed reliable but does not guarantee the accuracy of the Information reported.

**H. Red Flag Services Additional Terms.**

If Client subscribes to the Red Flag service form of Information, Client agrees to request Red Flag service reports solely for Client's own internal business usage and solely to facilitate Client's compliance with the federal "Red Flag" regulations (promulgated pursuant to §§315 and 114(B) of the Federal FACT Act) (or to otherwise protect against or prevent actual or potential fraud or other unauthorized transactions), and in any event to comply with all federal, state and local statutes, regulations and rules applicable to such services and Client's use thereof (including, without limitation, the federal Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et. seq.) and with laws and regulations administered by, or whose administration is delegated to, the U.S. Treasury Department's Office of Foreign Assets Control). Client also agrees to comply with all Equifax, Experian, and/or Trans Union (as applicable) policies in effect from time to time with respect to such services. Client acknowledges that the Red Flag service 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 or any other purpose authorized under the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended. Accordingly, Client agrees not to use any such information as part of its decision-making process for determining the consumer's eligibility for any credit products or other products or services (or the setting of credit terms or pricing for any such products or services). Client also acknowledges that the Red Flag regulations require the Client to implement a comprehensive compliance program, that the Red Flag service is not intended to satisfy Client's full compliance program obligations, and that Client is solely responsible for its compliance with such regulations.

**I. Equifax SAFESCAN Additional Terms.**

SAFESCAN is an on-line warning system containing information that can be used to detect possible fraudulent applications for credit. Some of the information in the SAFESCAN database is provided by credit grantors. SAFESCAN is a registered



trademark of Equifax. SAFESCAN is not based on information in Equifax's consumer reporting database and is not intended to be used as a consumer report. Client will not use a SAFESCAN alert or warning message in its decision-making process for denying credit or any other FCRA permissible purpose, but will use the message as an indication that the consumer's application information should be independently verified prior to a credit or other decision. Client understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Client has inquired.