



## **Exhibit 2-A to Addendum to Credit Report Services Agreement**

### **Experian Terms and Conditions**

#### **700CREDIT EXPERIAN QUICKQUALIFY SERVICES**

QuickQualify Services will be performed at the election of Client who are franchised auto dealers, independent auto dealers or motorsports dealers that request such services through 700Dealer.

#### **QuickQualify Services.**

For the purposes of this Addendum, "QuickQualify Services" (i) is a consumer consent-based business model; (ii) is a consumer-initiated transaction, in which consumers consent to have their credit report pulled to see what credit options may be available to them from Client (iii) is a solution where the consumer reviews the credit options returned by Client and decides whether or not to apply for such options; (iv) requires that each Client's permissible purpose is consumer's written instructions, and a soft consent QuickQualify inquiry is posted on all files accessed; and (v) is different from a prescreen process, and, therefore, no firm offer of credit is involved.

The QuickQualify Services credit data pulled shall be used by Client on a per session basis and shall not be used by such Client after such session ends, provided, however, that Client shall have the right, for a period of up to thirty (30) days after a QuickQualify Services credit data pull, to remind a consumer via email that credit options continue to be available for such consumer, provided that the content of such email specifically excludes any details on the credit options and any Experian information.

#### **700Credit Duties**

700Credit shall sell to Client QuickQualify Services to determine whether a consumer meets Client's minimum credit criteria, as communicated to 700Credit by Client.

#### **Client Duties**

Client certifies that, with respect to QuickQualify Services:

1. Client has a "permissible purpose" under the FCRA;
2. Client shall be required to obtain the consumer's written instructions in a manner substantially similar to that provided in the attached Exhibit A. By utilizing 700Credit's QuickQualify application, this requirement shall automatically be satisfied.
3. A record of a consumer's 'written instruction' shall be retained by Client in a form that is capable of being accurately reproduced for later reference by Client and 700Credit. By Client utilizing 700Credit's QuickQualify application, 700Credit captures and retains this information on behalf of Client.
4. Client shall not operate as the agent of any third party;
5. Client shall not (a) operate as a reseller of QuickQualify Services or (b) directly or indirectly charge a consumer any costs or fees, or accept any other payment or valuable consideration from a consumer, for QuickQualify or any information derived therefrom ("Consumer Credit Information"), including, without limitation, by offering the QuickQualify Services or Consumer Credit Information as the sole additional feature of a higher-priced service offering or as an incentive to or bundled with a fee-based offering.
6. Client shall only direct consumers to third party lenders that have their own permissible purpose;
7. Client shall not use, or permit any Client's respective employees, agents and subcontractors to use, the trademarks, service marks, logos, names or any other proprietary designations of Experian, whether registered or unregistered, without prior written consent from Experian;
8. Client shall not offer depersonalized credit profiles for bid by third parties;
9. **Client shall not utilize QuickQualify Services to replace a hard inquiry for the purpose of offering credit;**   
*Client Initials*
10. Client shall allow only consumer-supplied contact data and other consumer-supplied data to be passed on to third party lenders, and only after (i) consumer has provided Client with consumer's specific affirmative written authorization (in a manner acceptable to Experian), authorizing Client to forward such consumer-supplied data, together with information identifying whether such consumer passed Client's credit criteria, which may include certain screening criteria provided by the third party lenders to Client, to the third party lenders (which record of such written authorization must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties) ("Consumer Authorization"); and (ii) applicable credit options available in the marketplace have been presented to the consumer for consumer's review;
11. Client shall not provide the credit report (in whole or in part) obtained through QuickQualify Services to a consumer or to any third party, and shall not provide a score, decision or any other information or indicator of the consumer's credit worthiness, derived in whole or in part from such credit report, to the consumer or to any third party;
12. Client shall not make any credit decision, nor provide FCRA-regulated pre-qualify services on behalf of a third party



## Equifax Terms and Conditions

### **700CREDIT EQUIFAX QUICKQUALIFY SERVICES**

QuickQualify and QuickQualify Xpress Services will be performed at the election of Client by request through 700Dealer.

#### **Definitions**

In addition to the definitions set forth elsewhere in this Addendum, the following terms have the meanings set forth below:

- (a) "Consumer" means an individual who resides in the United States and requests Consumer Qualification from Client.
- (b) "Consumer Qualification Information" means Score Range and Identifying Information related to a Consumer Subject that has met the consumer credit criteria provided to Client in connection with the QuickQualify Service, for purposes set forth herein.
- (c) "Consumer Qualification Evaluation" means Client's or 700Credit's review of the Equifax Qualification Information of a Consumer Subject seeking qualification, and screening such Consumer Subject and related Equifax Qualification Information against Client's selected criteria for purposes of qualifying the Consumer Subject for a relationship involving: (i) the extension of credit to, or review or collection of an account of, the Consumer Subject; or (ii) the underwriting of insurance involving the Consumer Subject.
- (d) "Consumer Subject" means the Consumer who is the subject of the Equifax Qualification Information.
- (e) "Equifax Qualification Information" means the Equifax Information provided to Client pursuant to this Addendum for use solely in connection with the QuickQualify Service, and for no other purpose.
- (f) "Identifying Information" means any unique consumer-identifying information, including account numbers, name, address, social security number and any other information considered "non-public personal information" pursuant to the GLB.
- (g) "Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or governmental authority.
- (h) "Score Range" means credit score band information derived from Equifax Qualification Information, which is only to be displayed in pre-determined ranges of scores of no less than 50 points (e.g. a score of 710 will be displayed at 700-749).

#### **Information**

For purposes of this Addendum, all references in the Credit Report Services Agreement to "Information" shall include Consumer Qualification Information, the Equifax Qualification Information, and Consumer Qualification Evaluation, and any of Client's obligations in the Credit Report Services Agreement vis-à-vis Information shall be expanded to cover Consumer Qualification Information, the Equifax Qualification Information, and Consumer Qualification Evaluation.

#### **Third Party Beneficiary**

Client and 700Credit acknowledge and agree that Equifax is a third-party beneficiary hereunder with respect to these Addendum Terms and any Consumer Qualification Information, with fully enforceable rights. Client and 700Credit further acknowledge and agree that Equifax's rights with respect to these Addendum Terms and any Consumer Qualification Information are unconditional rights that shall survive the termination for any reason.

#### **Use of Information**

Client acknowledges that the consumer credit and consumer report information, including Score Range, personally identifiable information and Qualified Offer (as defined below) (collectively, "Consumer Qualification Information") was provided to Client based on the applicable consumer (the "Consumer") being screened and qualified against Client's selected criteria with respect to: (i) the extension of credit to the Consumer; or (ii) the underwriting of insurance involving the Consumer ("Consumer Qualification"). Client will only use the Consumer Qualification Information solely to contact the Consumer in connection with the Client's offer for which the Consumer was qualified (based on the Consumer Qualification) (the "Qualified Offer") and for no other purpose (the "Contact Services"). Without limiting the foregoing, Client will not use the Consumer Qualification Information for consumer or commercial credit-granting purposes or use the Consumer Qualification Information for any purpose other than Contact Services, and in all cases accordance with all applicable laws and regulations. For any for consumer credit-granting where a consumer report is reviewed, Client will not use any Consumer Qualification Information for such purposes.

Client will not share, use or otherwise permit access in any manner the Consumer Qualification Information with any other individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or governmental authority. The Consumer Qualification Information will only be used by those employees or business people of Client responsible for managing the Client's information and data related to consumer credit information.

#### **Compliance with Laws**

Client will comply with all applicable federal and state laws and all applicable regulations promulgated under any of them, including, without limitation, the provisions of the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA"), the federal Equal Credit Opportunity Act, as amended (the "ECOA"), all consumer protection laws, all state law counterparts of them, and all applicable regulations promulgated under any of them.



### **700Credit Duties**

700Credit shall sell to Client QuickQualify Services to determine whether a consumer meets Client's minimum credit criteria, as communicated to 700Credit by Client, for the purposes of qualifying the consumer for a relationship involving the extension of credit to the consumer.

### **Disclaimer**

Equifax makes no representations, warranties or guarantees, express or implied. TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, THE CONSUMER QUALIFICATION INFORMATION PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS, GUARANTEES AND WARRANTIES WHETHER EXPRESS OR IMPLIED OR STATUTORY REGARDING THE ACCURACY, CORRECTNESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONSUMER QUALIFICATION INFORMATION. NEITHER EQUIFAX, NOR ANY OF ITS DIRECTORS, OFFICERS, PROVIDERS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES ("AFFILIATED PERSONS AND ENTITIES") WILL BE LIABLE TO PROVIDER FOR ANY LOSS OR INJURY RELATING TO, ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, THEIR ACTS OR OMISSIONS, EVEN IF NEGLIGENT, RELATING TO THE ACCURACY, CORRECTNESS, COMPLETENESS OR CURRENTNESS OF THE CONSUMER QUALIFICATION INFORMATION.

### **Storage**

Client may maintain, copy, capture or otherwise retain the Consumer Qualification Information provided hereunder for thirty (30) days only ("Storage Period"); provided that (i) Client will only use the Consumer Qualification Information for the purposes expressly permitted in these Addendum Terms; (ii) Client must physically and logically segregate Consumer Qualification Information from other consumer reporting agency ("CRA") information; and (iii) Client must have a formal process for expunging Consumer Qualification Information after 30 days. After the expiration of the Storage Period, Client will not maintain, copy, capture or otherwise retain in any manner any Consumer Qualification Information.

### **Confidentiality**

Client acknowledges that Consumer Qualification Information is a confidential and proprietary trade secret of Equifax. Client agrees to hold in confidence all Consumer Qualification Information and will restrict its use of Consumer Qualification Information to the purposes expressly permitted in these Addendum Terms. If the law or legal process requires Client to disclose Consumer Qualification Information, Client will notify the Equifax of the request. Thereafter Equifax may seek a protective order or waive the confidentiality requirements of these Addendum Terms, provided that Client may only disclose the minimum amount of information necessary to comply with the requirement. The rights and obligations of this Section will survive the termination of this Addendum for so long as such Consumer Qualification Information remains a trade secret under applicable law; and with respect to all other confidential information, will survive the termination of these Addendum Terms for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Client acknowledges that unauthorized disclosure or use of the Consumer Qualification Information may irreparably damage Equifax in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Consumer Qualification Information shall give Equifax the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Client hereby waives the posting of a bond with respect to any action for injunctive relief.



## TransUnion Terms and Conditions

### **700CREDIT TRANSUNION QUICKQUALIFY SERVICES**

QuickQualify Services will be performed at the election of Client who are franchised auto dealers that request such services through 700Dealer.

### **700Credit Duties**

700Credit shall sell to Client QuickQualify Services to determine whether a consumer meets Client's minimum credit criteria, as communicated to 700Credit by Client.

### **Client Duties**

Client agrees to the following requirements with respect to QuickQualify Services:

13. Client shall inform a consumer whether or not the consumer has pre-qualified for a lending offer(s) and if so, the lending offer(s) for which the consumer has pre-qualified.
14. Upon each request for Pre-Qualification Services, Client shall provide a permissible purpose certification to the 700Credit that Client has obtained the written authorization of the consumer to access such consumer's credit information, as defined by Section 604(a)(2) of the FCRA, and shall agree to use Pre-Qualification Services for the sole purpose of determining the lending offer(s) for which such consumer might be qualified, and for no other purpose, including underwriting the loan. For avoidance of doubt, being presented with lending offers may result in the consumer's application for credit, and the underwriting of a loan upon a consumer's application for credit requires Client to obtain additional access to a consumer report upon an appropriate permissible purpose certification. Client shall be prohibited from using information obtained from the Pre-Qualification Services, or information derived therefrom, for underwriting the loan or for any other purpose. Any violation of this use restriction shall be deemed a material breach by Client of the Credit Report Services Agreement.
15. Client represents and warrants that Client shall not share, distribute or otherwise provide to a consumer any of the consumer's credit information that Client has obtained from the consumer's credit report, including, but not limited to, information derived therefrom, credit attributes, or credit scores, in its communications with the consumer whose report was obtained, whether such communications are verbal, written or otherwise. Any violation of this restriction shall be deemed a material breach by Client of the Credit Report Services Agreement.
16. Client shall at all times maintain complete and accurate records sufficient to substantiate its use of Pre-Qualification Services, including its compliance with all restrictions, and shall make these and all related records available to 700Credit and/or TransUnion upon 700Credit's and/or TransUnion's request, which may include providing these records to 700Credit and/or TransUnion for an off-site review or making these records available for 700Credit's and/or TransUnion's examination during an on-site review. In the event the review of Client's records shows that Client violated any restriction, Client, without limitation of any other remedies available to 700Credit and/or TransUnion under law or equity, shall compensate 700Credit and/or TransUnion for any subsequent use the Credit Information or any intelligence or information derived therefrom at 700Credit's and/or TransUnion's then current rates. In addition, Client shall pay all reasonable costs associated with 700Credit's and/or TransUnion's review.
17. TransUnion will post "soft" inquiries for credit transactions requesting a Pre-Qualification Service. Client acknowledges that TransUnion's agreement to post "soft" inquiries for Pre-Qualification Services is expressly conditioned on Client's compliance to all restrictions, and that any violation of such restrictions will devalue TransUnion's Consumer Credit Database. As such, any limitation of liability provisions in the Credit Report Services Agreement shall not apply to limit Client's liability associated with violations of such restrictions.