



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. These Pre-Qualification Terms and Conditions establish the terms and conditions pursuant to which 700Credit may provide the Pre-Qualification Information to Client as described herein.

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) "Pre-Qualification Evaluation" means Client's review of the Pre-Qualification Information related to a Consumer Subject seeking pre-qualification, and screening such Consumer Subject and related Pre-Qualification Information against Client's selected criteria for purposes of pre-qualifying the Consumer Subject for a potential relationship involving the extension of credit to the Consumer Subject in the form of a loan. For the avoidance of doubt, a Pre-Qualification Evaluation shall not include an evaluation in connection with a pre-approval or an application or origination.
- (i) "Pre-Qualification Information" means the limited Equifax Information provided to Client by 700Credit and includes any Scores.
- (j) "Scores" means the credit risk scores provided to Client from the Pre-Qualification Information.
- (k) "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.



Equifax Terms and Conditions

1. The terms and conditions of this Exhibit apply to Client's receipt of and use of the Synthetic Fraud Alerts, as described below, and Client acknowledges it will request and receive the Synthetic Fraud Alert, subject to the terms of the additional terms and conditions set forth in this Exhibit. This Exhibit also establish the terms and conditions pursuant to which 700Credit may provide the Pre-Qualification Information to Client as described herein.

For Synthetic Fraud Alert Services, the following terms and conditions apply:

2. Synthetic ID Alerts provide flags and attributes that can help identify synthetic identity fraud through the use of aggregated and anonymous authorized user transactions from a separate anonymous database of potential synthetic identity fraud transactions that may have association with the subject consumer.

3. When Synthetic ID Alerts are delivered with a credit report, Synthetic ID Alerts includes authorized user output fields (Authorized User Velocity & ID Discrepancy flags plus other associated authorized/terminated user counts) and a Final assessment flag. Although Synthetic ID Alert are not consumer reports, this version of the Synthetic ID Alert may only be purchased at the same time that Client purchases a consumer report in connection with the extension of credit or account review.

4. Synthetic ID Alerts are for identity fraud risk alert purposes only and are not to be used for determining an individual's eligibility for credit or any other FCRA permissible purpose or in any way for the purpose of taking "adverse action," in whole or in part, against a consumer, as defined in the ECOA and Regulation B, or for suspending a consumer's account. As such Client will not use the Synthetic ID Alert in its decision-making process for denying credit, but will use the Synthetic ID Alerts as an indication that the consumer's identity and personally identifiable information should be independently verified to form a reasonable belief that Client knows the true identity of the consumer. Client certifies that it shall use the Synthetic ID Alerts exclusively within Client's own organization for the purpose of identity fraud prevention and for no other purpose. Client will not resell or otherwise redistribute the Synthetic ID Alerts.

5. Client understands that the information supplied by Synthetic ID Alerts may or may not apply to the consumer who has applied to Client for credit, service, dealings, or other financial transactions.

6. Client also understands and agrees that the information contained in the Synthetic ID Alerts is proprietary to Equifax and shall not be used as a component of any database or file build or maintained by Client. The use of each Synthetic ID Alert shall be limited to one time use in conjunction with the specific transaction for which the Synthetic ID Alert is requested and provided. Client's obligations with regard to the use of the Synthetic Fraud Alerts will survive any termination for as long as the Synthetic ID Alerts are in Client's custody or control. EQUIFAX MAY, BY WRITTEN NOTICE TO CLIENT, IMMEDIATELY TERMINATE OR SUSPEND THE PROVISION OF THE SYNTHETIC ID ALERT SERVICE IF EQUIFAX HAS A REASONABLE BELIEF THAT CLIENT HAS VIOLATED THE TERMS AND CONDITIONS APPLICABLE TO THE SYNTHETIC ID ALERTS.

7. Equifax, and its data suppliers (including government agencies) (a) makes no warranty, express, implied or statutory, and specifically disclaims all warranties with respect to the Limited Access Death Master File information incorporated into the Synthetic ID Alerts (the "**Death Master Flag**"), including but not limited to, implied warranties of merchantability and fitness for any particular use or that use of the Death Master Flag constitutes compliance with any law or regulation; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Death Master Flag, including infringement of third party intellectual property or privacy rights; and (c) assume no liability for any errors or omissions in the Death Master Flag. The Death Master Flag contains inaccuracies. As such, neither Equifax, NTIS, nor the Social Security Administration which provides the Death Master Flag to NTIS, guarantees the accuracy of the Death Master Flag. The LADFM does not contain death records for all deceased persons. Therefore, the absence of a particular person in the Death Master Flag is not proof that the individual is alive. Further, it is possible for the records of a person who is not deceased to be included erroneously in the Death Master Flag. Client acknowledges and agrees that the Death Master Flag does not guarantee the identity of or information regarding any individual and that Client has processes in place to independently verify the information provided in the Death Master Flag.

8. Specifically with regard to the Death Master Flag included with the Synthetic ID Alerts, Client certifies that:

A. Its access to the Death Master Flag is appropriate because Client (i) has a legitimate fraud prevention interest, a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (ii) has systems facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, (iii) agrees to satisfy such similar requirements, and (iv) it will provide a renewal certification from time to time upon request from Equifax.

B. It will not share the Death Master Flag with any person or entity unless they first meet the requirements of the Exhibit and this Section 8. Client understands that any successful attempt by any person to gain unauthorized access to or use of the Death Master Flag that Equifax may immediately terminate Client's access to the Synthetic ID Alerts. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances may result in penalties as prescribed in 15 CFR § 1110.200 levied on Client and the person attempting such access. Client will take appropriate action to ensure that all persons accessing the Death Master Flag through it are aware of their potential liability for misuse and/or penalties for attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security, and Client must immediately report such events to Equifax.



9. Client will provide, at a minimum, the fields noted as “Required.” ** If only last 4 digits of SSN are provided on input, the following flags cannot be returned: Shared SSN (Name), SSN Verified, Invalid SSN and Death Master Hit Flags.

Field Name		Required	Preferred
First Name		Yes	
Middle Name			X
Last Name		Yes	
Address Line 1		Yes	
Address Line 2			X
City		Yes	
State		Yes	
Zip code		Yes	
SSN**	Last 4 digits		X
	9 digits		X
Date of Birth			X
Phone Number			X
Email			X

10. Client, at its own expense, will prepare and deliver to Equifax at mutually agreed to intervals (but no less than every ninety (90) days) and in a mutually agreeable form and medium its most current identity fraud performance feedback data (“**Feedback Data**”). Feedback Data will be used to configure and enhance the performance of products and services related to potentially fraudulent activity. For purposes of this Addendum, “performance” means identity fraud outcome of decisions at time of origination or account management. Client will encrypt all Feedback Data as directed by Equifax and comply with such data security policies as Equifax may from time to time make known to Client in writing. Client hereby grants to Equifax a perpetual, irrevocable right and license to use, distribute, modify, create derivative works from, and copy the Feedback Data, combine the Feedback Data with other data, incorporate the Feedback Data into current and future databases, use the Feedback Data to develop and enhance products and services, and share the Feedback Data with third parties in conjunction with the evaluation of products and services. Feedback Data provided to Equifax hereunder shall only be subject to the license provided herein and shall not be deemed Client Data or Client Confidential Information. Client will notify Equifax upon learning that any Feedback Data supplied is inaccurate or incomplete. Client will provide Equifax with any corrections or additional Feedback Data necessary to make the Feedback Data supplied complete and accurate and will implement procedures to avoid re-reporting Feedback Data that is inaccurate.

For Pre-Qualification Information services, the following terms and conditions apply:

1. **Definitions.** All capitalized terms used but not defined herein shall have the meanings given them in the Agreement. In addition to the definitions set forth elsewhere in these Pre-Qualification Terms and Conditions, the following terms have the meanings set forth below:

- a. “**Consumer**” means an individual who resides in the United States and requests a pre-qualification from Client.
- b. “**Pre-Qualification Evaluation**” means Client’s review of the Pre-Qualification Information related to a Consumer Subject seeking pre-qualification, and screening such Consumer Subject and related Pre-Qualification Information against Client’s selected criteria for purposes of pre-qualifying the Consumer Subject for a potential relationship involving the extension of credit to the Consumer Subject in the form of a loan. For the avoidance of doubt, a Pre-Qualification Evaluation shall not include an evaluation in connection with a pre-approval or an application or origination.
- c. “**Consumer Subject**” means the Consumer who is the subject of the Pre-Qualification Information.
- d. “**Pre-Qualification Information**” means the limited Equifax Information provided to Client by 700Credit and includes any Scores.
- e. “**Scores**” means the credit risk scores provided to Client from the Pre-Qualification Information.

2. **License.** Subject to Client’s compliance with the terms of the Agreement (including these additional Pre-Qualification Terms and Conditions), and solely during the license term set forth in the Agreement or the applicable ordering document, 700Credit grants to Client and Client receives a non-transferrable, non-exclusive, revocable license to use the Pre-Qualification Information within the Permitted Territory solely for the Permitted Use set forth below and not for any other purpose.

3. **Permitted Use.** Client will only use the Pre-Qualification Information in accordance with the Agreement (including these additional Pre-Qualification Terms and Conditions) and for the following use and no other use (the “**Permitted Use**”):

Client acknowledges that Pre-Qualification Information consists of consumer reports as defined by the FCRA. Client certifies that it will use the Pre-Qualification Information only (a) in connection with a Pre-Qualification Evaluation, (b) in accordance with the FCRA and all state law FCRA counterparts, (c) in accordance with the written instructions of the Consumer Subject, and (d) solely for a single use and for no other purpose.



4. **Client Representations.** Client covenants, represents and warrants that:
- a. Client shall (i) use the Pre-Qualification Information exclusively within Client's own organization for the Permitted Use and for no other purpose, including credit decisioning purposes, and (ii) use and ensure that any permitted agents of Client access and use Pre-Qualification Information in accordance with the terms of the Agreement (including these additional Pre-Qualification Terms and Conditions).
 - b. Client shall use the Pre-Qualification Information in a manner that (i) complies with all applicable federal, state and local laws, rules, regulations and ordinances, including those governing privacy, data protection, fair information practices, public records, marketing to consumers and consumers' rights to privacy; (ii) does not, in any way or for any purpose, infringe any third party's intellectual or proprietary rights, including but not limited to, copyright, patent, trademark, or trade secret; and (iii) is not defamatory, libelous, harmful to minors, obscene, pornographic, unlawfully threatening or unlawfully harassing. Client is solely responsible for all results of its or its employees and permitted agents use of the Pre-Qualification Information.
 - c. Client shall establish strict procedures so that Client's employees and permitted agents do not access Pre-Qualification Information except as set forth in the Agreement (including these additional Pre-Qualification Terms and Conditions) and shall comply with all 700Credit and/or Equifax policies and procedures 700Credit or Equifax makes known to Client from time to time regarding the Pre-Qualification Services.
 - d. Client shall not (i) merge or combine the Pre-Qualification Information with information or data from any other source or (ii) use the Pre-Qualification Information in combination with any other Equifax Information Services.
 - e. Client shall hold all Pre-Qualification Information licensed under these Pre-Qualification Terms and Conditions in strict confidence and will not reproduce, reveal or make it accessible in whole or in part, in any manner whatsoever to others except Consumer Subjects to the extent expressly permitted under Section 8 of these Pre-Qualification Terms and Conditions or as otherwise expressly required by law.
 - f. Client shall not reuse Pre-Qualification Information in any manner, including with respect to any additional transactions or additional Pre-Qualification Evaluations or other evaluations for the Consumer Subject. Consistent with the preceding sentence, Client shall not use the Pre-Qualification Information in connection with any pre-approval or application or origination, or any credit decisioning related thereto.
 - g. If Client provides Consumer Subjects with access to its pre-qualifications via the Internet, Client shall adopt, publish, maintain and adhere to a privacy policy and upon request, provide 700Credit and/or Equifax with a copy of Client's privacy policy.
 - h. Except as expressly permitted in these Pre-Qualification Terms and Conditions, Client shall not: (i) sell, convey, license, sublicense, copy, commingle, archive, reproduce, display, publish, disclose, distribute, disseminate, transfer, use or otherwise make available the Pre-Qualification Information, or any portion thereof, to another in any manner or by any means; (ii) reverse engineer, decompile, modify in any manner or create derivative works from the Pre-Qualification Information; (iii) interface or connect to the Pre-Qualification Services with any other computer software or system; or (iv) export nor permit the export of the Pre-Qualification Information outside of the Permitted Territory.
5. **Storage.** Client may maintain, copy, capture or otherwise retain the Pre-Qualification Information for thirty (30) days only ("**Storage Period**"); provided that (a) Client will only use the Pre-Qualification Information for the Permitted Use expressly permitted in these Pre-Qualification Terms and Conditions; (b) Client must physically and logically segregate Pre-Qualification Information from other consumer reporting agency information; and (c) Client must have a formal process for expunging Pre-Qualification Information after 30 days. 700Credit and/or Equifax, reserves the right to review and approve the technical implementation for Client's access to the Pre-Qualification Information. After the expiration of the Storage Period, Client will not maintain, copy, capture or otherwise retain in any manner any Pre-Qualification Information.
6. **Disclosing Pre-Qualification Information to Consumer Subjects.** Client will not provide the Pre-Qualification Information to the Consumer Subject unless expressly required by law or approved in writing by Equifax. In the event that Client discloses the Pre-Qualification Information to the Consumer Subject, Client shall transmit such information only to the Consumer Subject for which the information pertains, accurately and in its entirety, and include the date the information was last checked or revised by Equifax and the full name and mailing address of the Equifax office identified by Equifax as providing the information. In the event that the Consumer Subject does not qualify for the pre-qualification for which such Consumer Subject applies or otherwise requests the Pre-Qualification Evaluation, Client will comply with all applicable laws and regulations requiring adverse action notification to the Consumer Subject (including the provisions of the FCRA, ECOA, all state law counterparts of them, and all applicable regulations promulgated under any of them). In no event shall Client charge the Consumer Subject a fee or other charges for the Pre-Qualification Information or the Pre-Qualification Evaluation.
7. **No Unauthorized Representations.** Client will make no representations or warranties on behalf of Equifax or relating to the Pre-Qualification Information except as authorized in writing by Equifax.
8. **Consumer Handling.** Client will refer all Consumers who have questions or dispute Pre-Qualification Information to Equifax. In no case will Client attempt to, or hold itself out to the Consumer or to the public as being able to handle disputes on behalf of Equifax or to reinvestigate Equifax Information.



9. **Promotion and Training.** Prior to its publication and release, Equifax must review and approve all Client-created advertising, marketing and promotional material that describes the Pre-Qualification Information or which refers to the nature or capabilities of Equifax or otherwise mentions or refers to Equifax by name. Equifax will be provided a minimum of twenty (20) business days in which to review such material including any changes thereto.

10. **Audit.** In addition to any audit or review rights set forth in the Agreement, Equifax may review and audit Client's access to and use of the Pre-Qualification Services. Such audit rights include, without limitation, the right to review and audit Client's terms and conditions of use applicable to pre-qualifications, as well as all Consumer consents. In connection with any audits hereunder, Equifax shall have the right, from time to time, to: (1) upon reasonable notice to Client, enter into Client's facilities during normal business hours and conduct on-site audits of Client's compliance with the terms hereunder; and (2) conduct audits by mail, email or similar electronic means that may require Client to provide documentation regarding compliance with the terms hereunder. Client 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 Client's material breach of these Pre-Qualification Terms and Conditions, constitute grounds for immediate suspension of service or termination of these Pre-Qualification Terms and Conditions.