

Filling out documents:

I have attached all the documents you will need to fill out in order to be signed up with us. Please read the notes below on where we need an initial, and other documents you will need to send back.

- 1) On the Master Agreement Schedule one, you need to initial your permissible purpose. Most business only initials the first line.
- 2) On the Schedule 6, you need to initial your permitted use; most business initials the first line.
- 3) We will need the names, email address, and IP address of each login you would like created. To find the IP address or each of your computers you can go to www.ipchicken.com
- 4) Also remember to send a copy of your business License or Brokers License.

The bureaus also require us to have a 3rd party inspection company come out in inspect your office. They just want to make sure you have locking file cabinets, a paper shredder, and password protected computers. Please feel free to contact me if you have any questions at all. Thank you so much for your business.

Sincerely,

Richard Harley

Regional Account Executive

richard.harley@cbcinnovis.com

www.CBCInnovis.com

866-540-4184 *Phone*

866-544-1190 *Fax*



Credit | Flood | Title | Appraisal | Tax Services | Tenant Screening

Employment Screening - Skip Tracing Tools - Authentication Products

Customer Service/Tech Support/Billing: 800-206-0760

**SCHEDULE #6:
IDENTIFICATION PRODUCTS & SERVICES
GLB CERTIFICATION**

Customer: _____ **Effective Date:** _____

This Schedule ("Schedule") is made by and between CBCInnovis, Inc. ("CBCInnovis") and Customer under a certain Master Agreement for Services ("Agreement") and Application for Services incorporated by reference. Exhibits or other documents attached to the Agreement and this Schedule are fully incorporated into and constitute a part of the substantive provisions of this Schedule. Terms not otherwise defined in this Schedule will have the same meaning as set forth in the Agreement.

Customer desires to purchase and CBCInnovis desires to sell identification products and services including nonpublic personal identification information such as name, address, social security number and, telephone number to be used by the Customer for one of the permitted uses ("Consumer Information Services") identified under the federal Gramm-Leach-Bliley Act, 15 U.S.C. §6801, *et. seq.*("the GLB Act"). Therefore, in consideration of the foregoing and subject to the terms and conditions set forth herein, the parties agree as follows:

I. CERTIFICATION OF PERMITTED USE

Both parties shall use the Consumer Information Services only as permitted under the GLB Act, its implementing regulations, and other applicable state laws. Specifically, the Customer hereby certifies that it will only request and use Consumer Information Services under the following circumstances (**Please check all that apply**):

- To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability
- You, the Customer, hold a legal or beneficial interest relating to the consumer.
- For settlement, billing and collections of amounts charged, debited, or otherwise paid using a debit, credit or other payment card, check, or account number or by other payment means.

II. USES NOT PERMITTED

Neither party will use the Consumer Information Services for marketing or solicitations of any kind or for direct-to-consumer sales.

Customer certifies that the Consumer Information Services provided pursuant to this Schedule do not constitute consumer reports as defined by the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681a(d) and are not subject to the FCRA. The parties agree that the identification information contained in the Consumer Information Services does not bear on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

In this regard, Customer certifies that the Consumer Information Services will not be used in whole or in part as a factor in determining a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, employment purposes, in connection with the underwriting of insurance involving the consumer; in connection with a determination of the 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; 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; when it has a legitimate business need for the information; to review an account to determine whether the consumer continues to meet the terms of the account and for employment purposes, as that term is defined under 15 U.S.C. §1681a(h).

Customer will not use the Consumer Information Services to take any "adverse action" as that term is defined in §603(k) of the FCRA [15 U.S.C. §1681a].

III. COMPLIANCE WITH OTHER STATE AND FEDERAL LAWS AND LIMITATION OF LIABILITY.

Each party agrees to comply with all other applicable state and federal laws that either relate to the use and disclosure of consumer data or that otherwise applies to the obligations of a party as set forth in this Schedule, including any such laws in effect on the effective date of this Schedule and any such laws enacted or implemented thereafter. Except as stated herein, CBCInnovis disclaims any warranty, express or implied, with respect to the Services provided hereunder; provided, however, that it does hereby warrant that it has complied, and will continue to comply, with all applicable laws, regulations and third-party data provider contracts in providing the Services. CBCInnovis does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the Services or information provided therein. Because the information comes from third party sources, CBCInnovis makes no representations or warranties that the Services will be error free. Customer acknowledges that the fees CBCInnovis charges for the Services are based upon the expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Customer and not CBCInnovis.

IN WITNESS WHEREOF, the undersigned has executed this Schedule as of the date set forth above.

CBCInnovis, Inc.

Customer's Name:

Signature: _____

Signature: _____

Name: _____
Please Print

Name: _____
Please Print

Title: _____

Title: _____

Date: _____

Date: _____

CBCINNOVIS - MASTER AGREEMENT FOR SERVICES

This Master Agreement for Services ("Agreement") effective _____, 20____ ("Effective Date") is by and between CBCInnovis, Inc. ("CBCInnovis"), a Pennsylvania Corporation, with an address located at 250 East Town Street, Columbus, Ohio 43215, and ("Customer"), a CA (e.g. corporation, Limited Liability Company, Partnership), with an office located at _____.

1. Services. Customer will purchase and CBCInnovis or its designated affiliate ("CBCInnovis Affiliate") will provide services as defined in each Schedule ("Services"). Only the CBCInnovis Affiliate that executes the Schedule shall be responsible for such Schedule.

2. Fees and Invoicing. CBCInnovis or its agent, will invoice Customer for the Services delivered and Customer agrees to pay CBCInnovis or its agent within thirty (30) days of the date of each invoice. Invoices not paid on time shall be considered past due and are subject to late charge of 1.5% per month, which is equal to 18% a year.

3. Term and Termination. Unless otherwise stated in the Schedules, the term of this Agreement shall begin on the Effective Date and shall be in effect until terminated or until termination of any or all pending Schedule(s), whichever is later. Either party may terminate this Agreement at any time for any reason.

4. Confidentiality.

(a) **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means, but is not limited to, any non-public information that a party reasonably considers to be of a confidential, proprietary or trade secret nature. Confidential Information shall also include any and all information provided by the receiving party on behalf of the disclosing party. Confidential Information shall not include information which : (i) as of the time of its disclosure or thereafter becomes part of the public domain through no fault of the receiving party; (ii) was rightfully known to or independently developed by the receiving party prior to the time of its disclosure; (iii) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; (iv) was in the receiving party's possession before receipt from the disclosing party, (v) is disclosed by the receiving party with the disclosing party's prior written approval, and (vi) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving party has provided prompt written notice and assistance to the disclosing party prior to such disclosure so that such party may seek a protective order or other appropriate remedy to protect against disclosure.

(b) **Protection of Confidential Information.** Both parties agree to protect Confidential Information and may only disclose such information to its employees having a need to know and who are otherwise bound by confidentiality obligations at least as restrictive as those contained in this Agreement. Both parties shall use the same care to prevent disclosure of the other party's Confidential Information as it uses with respect to its own Confidential Information. Further, both parties shall only use Confidential Information to the extent necessary to perform its obligations set forth in this Agreement. The receiving party will not reproduce the disclosing party's Confidential Information in any form except as required to accomplish the intent of this Agreement.

(c) **Gramm-Leach-Bliley Protection and Safeguarding of Information Involving Use of Nonpublic Personal Information.** Both parties shall comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et. seq. (the "GLB Act") and the implementing regulations and will not use or disclose any nonpublic personal information ("Information") furnished to the other except in accordance with the GLB Act or the Fair Credit Reporting Act 15 U.S.C. § 1681b ("FCRA"). Both parties represent that they have established and maintain appropriate measures designed to meet the objectives outlined in either the Interagency Guidelines Establishing Standards for Safeguarding Customer Information (12 CFR Part 30) or the Federal Trade Commission Standards for Safeguarding Customer Information (16 CFR Part 314). The parties have in place programs designed to ensure the security and confidentiality of the Information, to protect against any anticipated threats or hazards to the security or integrity of the Information and to protect against unauthorized access to or use of such Information.

(d) **Security Breach of Confidential Information.** The parties shall notify the other party immediately, and agree to cooperate fully, in the event of any unauthorized access, any loss, or unauthorized disclosure of any Confidential Information, including without limitation, customer or employee information under the control of either party. Except as may be required by law, the parties agree to take no action with respect to notification of such unauthorized access to Confidential Information without the other party's express consent and according to specific instruction.

(e) **Proper Disposal of Consumer Information.** Both parties represent that in accordance with the FCRA and the FTC Final Rule, 16 CFR, Part 682 that they have implemented reasonable measures to protect against unauthorized access or use of the information in connection with the disposal of consumer information as that term is defined in the FTC Final Rule.

5. IT/Data Security. Customer will do nothing to alter the Services and will use the Services only as authorized in this Agreement. Customer waives all claims to any ownership right to all of the Services and intellectual property of CBCInnovis. Customer agrees not to disassemble, decompile, manipulate, or reverse engineer the Services. Customer shall maintain due diligence and information security procedures, which meet or exceed standard industry practice, to safeguard, secure and provide data back-up procedures for the Services, including but not limited to ensuring that any data Customer receives from CBCInnovis will be securely maintained and transmitted. Customer acknowledges that it has received a copy of the CBCInnovis Access Security Requirements at http://www.cbcinnovis.com/pdfs/CBCInnovis_Access_Security_Requirements.pdf. Customer agrees to

comply with such requirements, as may be modified from time to time. Customer is required to monitor the website for changes to the Security Requirements. If Customer uses a third party to access the Services, Customer is responsible for the third party's use of such Services. All other rights to the Services not expressly granted herein by CBCInnovis are reserved.

6. Limitation of Liability. Unless otherwise stated in the Schedule(s), **IN NO EVENT SHALL CBCINNOVIS, ANY CBCINNOVIS AFFILIATES, OR ANY OF THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR LOST PROFITS, OR DIMINUTION OF VALUE OF THE PROPERTY, LOSS OF USE OR INTERRUPTION OF BUSINESS, NOR FOR CONSEQUENTIAL INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES UNDER THIS AGREEMENT.** Unless otherwise stated in the Schedule(s), the maximum liability of CBCInnovis in connection with any Services provided shall not exceed an amount equal to the price paid by Customer for such Services.

7. Right to Audit. During the term of this Agreement, either party may audit the other party's policies, procedures and records that pertain to this Agreement to ensure compliance with this Agreement upon reasonable notice and during normal business hours.

8. General Provisions.

(a) **Successors and Assigns.** Either party may assign this Agreement by obtaining prior written consent of the other party, which such consent shall not be unreasonably withheld. CBCInnovis may assign this Agreement to an affiliate upon notice to Customer.

(b) **Entire Agreement/Amendment.** This Agreement and any accompanying Schedule(s) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or representations. No modification of this Agreement (including any additional or different terms) shall be binding unless agreed to in writing. In the event of any inconsistencies between this Agreement and any Schedule, such Schedule shall control but only to the extent of such inconsistency.

(c) **Waiver.** No course of dealing or failure by CBCInnovis to strictly enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

(d) **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio, regardless of conflict of laws principles.

(e) **Force Majeure.** Neither party to this Agreement shall be considered to be in default of its obligation under this Agreement to the extent that failure to perform any such obligation arises from causes beyond the control and without the fault or negligence of the affected party.

(f) **Severability.** If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

(g) **Counterparts/Facsimile Copies.** This Agreement may be executed via facsimile and in counterparts, and all such executed counterparts shall constitute the same Agreement.

(h) **Survival.** Sections 4, 5, 6, and 7 shall survive termination of this Agreement.

(i) **Notices.** All notices required or permitted hereunder will be in writing, to the addresses set forth above, and will be deemed to have been properly given: (i) upon delivery if delivered personally or by a courier or overnight delivery service; or (ii) five (5) business days after mailing by certified mail, postage prepaid, return receipt requested, to the parties at the following addresses (or to such other address of which either party may notify the other in a notice that complies with the provisions of this section).

IN WITNESS WHEREOF, each party has executed this Agreement effective as of the date first above written.

CBCInnovis, Inc.

Customer:

Signature: _____

Signature: _____

Name: _____
Please Print

Name: _____
Please Print

Title: _____

Title: _____

Date: _____

Date: _____

CBCINNOVIS - APPLICATION FOR SERVICES

I. GENERAL INFORMATION

Company Name: _____ Years in Business: _____

Physical Street Address (No P.O. Box numbers please): _____

City: _____ State: _____ Zip Code: _____

How long at location? _____ years _____ months Website: _____

Does your company have any operations or agents outside the U.S. or territories that will be accessing CBCInnovis Information?

No Yes If yes, please provide the location and explain who will have access:

Do you own or lease the building in which you are located? (please check one) Own Lease

If lease: Landlord/Leasing Company: _____ Lease Date: _____ Term: _____ Contact: _____ Telephone: _____

A COPY OF YOUR CURRENT LEASE IS REQUIRED IF YOU ARE NOT PUBLICLY TRADED (The following lease pages will suffice: signature, address, terms, landlord name and contact information).

Type of Ownership (check one of the following): Partnership Sole Owner/Proprietorship
 For Profit Corporation Nonprofit Corporation
 Limited Liability Company Other (specify): _____

Other business names or dba: _____

Have you previously applied or have obtained services from CBCInnovis? No Yes

If yes, when? _____ Under what business name: _____

II. BUSINESS INFORMATION

Type of Business: _____ Type of Products or Services Sold: _____

Number of years in business _____

Tenant Screening customers must identify and provide proof of current Apartment Assoc. Membership: _____

Do you have a license? Yes No

Type of License (i.e., Investigation, Broker, Collection, Business): _____ (Please attach a copy)

How many units (e.g. credit reports, Right Party Contact, Authentication) will you access monthly?: _____

How will you be accessing reports monthly? (i.e., web, software or special interface): Web _____

Does your application indicate to consumers that a credit history investigation will be done? Yes No

List Principals of the Company

Name	Position	SSN	Address
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

III. BUSINESS REFERENCES

Contact Name: _____ Phone: _____

Address: _____ Fax: _____ Email: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone: _____

Address: _____ Fax: _____ Email: _____

City: _____ State: _____ Zip Code: _____

CBCINNOVIS - APPLICATION FOR SERVICES

IV. PURPOSE (Application will not be processed unless this information is provided)

Describe the specific purpose for which you will be using consumer information obtained from CBCInnovis.

V. BILLING INFORMATION

Contact Name: _____ Phone: _____

Address: _____ Fax: _____ Email: _____

City: _____ State: _____ Zip Code: _____

VI. BANK REFERENCES (Please provide name of bank that maintains your business checking account)

Contact Name: _____ Phone: _____

Address: _____ Fax: _____ Email: _____

City: _____ State: _____ Zip Code: _____

Business Checking Account Number(s): _____

VII. PRINCIPAL OF THE COMPANY

I understand and consent to CBCInnovis using the information provided below to access my consumer credit report, which CBCInnovis may use in deciding to provide services to company, partnership or myself and in the future for collecting on any amounts that the company, partnership or myself may owe CBCInnovis for unpaid fees or charges including any late fees or interest as specified in the billing invoice. *(MUST be the same person signing Section VIII)*

Principal Name: _____

Title or Position: _____ Phone: _____

Social Security Number: _____ Date of Birth: _____

Residential Street Address: _____

City: _____ State: _____ Zip Code: _____

VIII. CERTIFICATION/SIGNATURES

I certify that the information contained in this application is correct to the best of my knowledge and that I will use the consumer information I receive from CBCInnovis for no other purpose than what is stated in the Purpose section on this application.

I acknowledge that CBCInnovis will conduct an investigation into the Company and in so doing I consent to CBCInnovis contacting business and bank references and verifying the information in this application. If CBCInnovis accepts the application for services, continued services are subject to compliance with the provisions and requirements of applicable law.

Further, by my signature, I individually and personally guarantee payment of all fees and charges owed to CBCInnovis.

Approved by Authorized CBCInnovis Manager or Representative

Company Name

Signature

Signature of Owner, Officer or Authorized Representative
(individual and representative capacity)

Printed Name:

Printed Name:

Title:

Title:

Email:

Email:

Date:

Office Location: _____

Date:

**SCHEDULE #1:
CBCINNOVIS CONSUMER INFORMATION SERVICES**

CUSTOMER'S NAME:

EFFECTIVE DATE:

This Schedule ("Schedule") is made by and between CBCInnovis, Inc. ("CBCInnovis") and Customer under a certain Master Agreement for Services ("Agreement") and Application for Services incorporated by reference. Exhibits or other documents attached to the Agreement and this Schedule are fully incorporated into and constitute a part of the substantive provisions of this Schedule. Terms not otherwise defined in this Schedule will have the same meaning as set forth in the Agreement.

1. COMPLIANCE WITH FEDERAL AND STATE LAWS

Fair Credit Reporting Act. The parties agree to comply with the Fair Credit Reporting Act, 15 U.S.C. §1681 et. seq. and other applicable federal and state laws and regulations.

California Retail Seller Compliance. Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act including the Retail Buyers provisions in California Civil Code §1785.14. **Customer certifies that:**

it is or is not a Retail Seller, as defined in Section 1802.3 of the California Civil Code and

it does or does not issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

Before delivering a consumer report to a Retail Seller, CBCInnovis must match at least three items of a consumer's identification within the CBCInnovis file with the information that the Customer supplies in connection with the in-person credit transaction. Customer certifies that if it is a Retail Seller, it will inspect the photo identification of each consumer who applies for in-person credit.

If Customer extends credit by mail pursuant to mail solicitations, the Customer certifies that it shall mail the credit extension to same address as on the solicitations unless Customer verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed. Customer shall also take special actions regarding a consumer's presentation of a police report regarding fraud, and Customer must acknowledge consumer's demands for reinvestigations within certain timeframes specified in the California Civil Code. If after signing this Agreement, Customer becomes a Retail Seller who issues credit in person, Customer certifies that it will provide written notice to CBCInnovis prior to using consumer reports with such transactions and shall comply with all the requirements of a Retail Seller as provided in this certification.

California Investigative Consumer Reporting Agencies Act (California Civil Code § 1786 et seq). Customer certifies that prior to obtaining an investigative consumer report as that term is defined in California Civil Code §1786.2(c), it has made the applicable disclosures to the consumer as required under California Civil Code §1786.16(a)(2) and that it will comply with §1786.16(b) including, but not limited to, providing the consumer a means by which the consumer may indicate on a written form by means of a box to check that the consumer wishes to receive a copy of any investigative consumer report that is prepared. Customer must notify CBCInnovis of any change in the permissible purpose for which the information will be used.

Vermont Certification. Customer certifies that it will comply with applicable provisions of the Vermont Fair Credit Reporting Statute, 9 V.S. A. §2480(e) and the applicable regulations in connection with obtaining consumer reporting information on Vermont consumers. Customer further certifies that it will only obtain consumer reporting information from Vermont consumers after the Customer has received prior consumer consent and will use the consumer reporting information only for the purpose consented to by the consumer.

2. CERTIFICATION OF PERMISSIBLE PURPOSE. Customer shall use a consumer report only when it has a permissible purpose as that term is defined under the Fair Credit Reporting Act 15 U.S.C. §1681b (§604 of the FCRA) and other applicable federal and state laws. Specifically, the Customer hereby certifies that it will only request and use a consumer report for the following purposes **(Please check all that apply):**

In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer;

In connection with the underwriting of insurance involving the consumer;

In connection with a determination of the 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;

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; when it has a legitimate business need for the information (specify that purpose in the space provided) _____;

In connection with a business transaction initiated by the consumer, (Please explain)_____;

To review an account to determine whether the consumer continues to meet the terms of the account, such as (Please explain)_____;

In accordance with the written instructions of the consumer to whom it relates. The Customer shall include in the written request the specific reason(s) for obtaining the consumer report. If on the same form, the Customer seeks consent from the consumer to access or obtain records or items in addition to a consumer report (i.e. medical records, financial account records); the Customer must separately delineate the request for a consumer report by using a check mark or an "x" on the form next to its consumer report request. Customer

will use a consumer report only for the specific reasons provided in the written consent. Customer shall maintain copies of the consumer's express written consent for five years.

For employment purposes (evaluating a consumer for employment, promotion, reassignment or retention);

Customer agrees with the following conditions for obtaining a report for employment: Only the Customer's designated representatives will request credit reports. The Customer will forbid employees from obtaining reports on themselves, associates, or any other person except in the exercise of their official duties. Each time the Customer requests a credit report for employment purposes it will comply with 15 U.S.C. §1681b (§604(b) of the FCRA), namely: 1) the consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes; 2) the consumer has authorized the Customer, in writing, to procure the report; 3) the information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; 4) before taking adverse action, in whole or in part based on the report, Customer will provide the consumer a copy of the report and a description of the consumer's rights under the FCRA.

Joint Use Certification. Customer certifies it will not sell, distribute or provide the information to any person or entity not a party to this Schedule other than a joint user having the same purpose. Customer may disclose information received in connection with this Schedule to the consumer when Customer takes adverse action. In the event of disclosure to the consumer by Customer, Customer shall hold CBCInnovis harmless from any liability, damages, costs or expense including reasonable attorney's fees.

3. QUALIFIED CUSTOMER CERTIFICATION. Customer certifies that it is not a pawn shop, private detective, detective agency, investigative company, bail bondsman, attorney or law firm (except collection attorneys or reports for employment purposes), credit or financial counseling firm, credit repair clinic, news agency or journalist, dating service, asset location service nor will Customer resell the credit information or the Services or seek the information for its own personal or non-business use.

4. FANNIE MAE REQUIREMENTS. Whenever Customer receives changes to information on a merged credit report from CBCInnovis, Customer will communicate these changes to Fannie Mae as part of any reissue of the merged credit report. If Customer receives Global Reissue Credit Reports, such use is subject to: 1) Fannie Mae's Software Subscription Agreement and Desktop Underwriter Schedule (Expanded Use Version) as they appear on Fannie Mae's website located at www.efanniemae.com (the "Fannie Mae Terms"); 2) the limitations and restrictions of the Fannie Mae Terms as applicable to CBCInnovis, which Fannie Mae may modify at any time in its sole discretion by posting it on its website. In the event of any conflict between the Fannie Mae Terms, the Agreement or this Schedule, the Fannie Mae Terms shall govern to the extent of the inconsistency. Fannie Mae shall be entitled to enforce the Fannie Mae Terms.

5. CREDIT REPORTING SCORING SERVICES. If Customer purchases credit reporting scoring services from CBCInnovis that CBCInnovis resells from Experian, TransUnion or Equifax ("the Repositories"), who have created proprietary scoring models with Fair Isaac and Company ("Fair Isaac") (hereinafter referred to as "Score Models"), then CBCInnovis is required to provide the following terms of use for these services:

Warranty: The Repositories and Fair Isaac warrant that the Score Models are empirically derived and demonstrably and statistically sound and that to the extent the population to which the Score Models are applied is similar to the population sample on which the Score Models were developed, the Score Models may be relied upon by end users to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to end users. The Repositories and Fair Isaac further warrant that so long as they provide the Score Models, they will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC § 1691 *et seq.* (ECOA). THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES THE REPOSITORIES AND FAIR ISAAC HAVE GIVEN END USERS WITH RESPECT TO THE SCORE MODELS AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THE REPOSITORIES AND FAIR ISAAC MIGHT HAVE GIVEN END USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each end user's rights under the foregoing Warranty are expressly conditioned upon each end user's periodic revalidation of the Experian/Fair Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR §202 *et seq.*). Any Use of the Score Models for the purposes of evaluating the credit risk associated with applicants, prospects or existing customers will be in a manner consistent with the provisions described in the Equal Credit Opportunity Act (ECOA), Regulation B and/or the Fair Credit Reporting Act.

No License: Nothing contained in this Schedule shall be deemed to grant any license, sublicense, copyright interest, proprietary rights or other claim against or interest in any computer programs utilized by CBCInnovis, the repositories and/or Fair Isaac or any third party involved in the delivery of the scoring services. Customer acknowledges that the Score Models and its associated intellectual property rights in its output are the property of Fair Isaac.

Limitations on Use: Customer shall use the Score Models and reason codes solely in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Score Models or reason codes to third parties. Customer shall not use a score as the basis for an "Adverse Action" as defined by the ECOA or Regulation B, unless score factor codes have been delivered to Subscriber along with the Score Models. Customer must maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such Score Models and reason codes will be held in strict confidence and disclosed only to those of its employees with a "need to know" and to no other person. Customer may disclose the Score Models provided to it to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only. Before directing CBCInnovis to deliver Score Models to any third party (as may be permitted by this Section), Customer will enter into a contract with such third party that (1) limits use of the Score Models by the third party only to use permitted to Customer, and (2) identifies the repositories and Fair Isaac as express third party beneficiaries of such contract. Customer must comply with all applicable laws and regulations in using the Score

Models and reason codes purchased from CBCInnovis. Customer, its employees, agents or subcontractors are prohibited from using trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of the Repositories or Fair Isaac, or the affiliates of either of them, or of any other party involved in the provision of the Score Models without such entity's prior written consent. Customer is prohibited in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by the Repositories and Fair Isaac in performing the Score Models. Customer certifies that it will not publicly disseminate any results of the validations or other reports derived from the Score Models without each of the Repositories' and Fair Isaac's express written permission.

Indemnification and Limitation of Liability: Customer will indemnify, defend, and hold CBCInnovis, the Repositories and Fair Isaac harmless from and against any and all liabilities, damages, losses, claims, costs and expenses (including attorneys' fees) arising out of or resulting from any nonperformance by Customer of any obligations to be performed by Customer pursuant to this Section 5, provided that the Repositories or Fair Isaac have given Customer prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim. Customer hereby releases and holds harmless CBCInnovis, Fair Isaac and/or the Repositories and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of CBCInnovis, Fair Isaac or the Repositories from liability for any damages, losses, costs or expenses whether direct or indirect suffered or incurred by Customer resulting from any failure of the Score Models to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily. The aggregate liability of the Repositories and Fair Isaac will be the lesser of the fees paid by CBCInnovis to the Repositories for the Score Models sold to Customer during the six (6) month period immediately preceding the Customer's claim, or the fees paid by the Customer to CBCInnovis under this Schedule during said six (6) month period, and excluding any liability of the Repositories for incidental, indirect, special or consequential damages of any kind.

Third Parties: Customer acknowledges that the Score Models results from the joint efforts of the Repositories and Fair Isaac. Customer further acknowledges that each of the Repositories and Fair Isaac have a proprietary interest in said Score Models and agrees that either the Repositories or Fair Isaac may enforce those rights as required.

6. OFAC NAME MATCHING SERVICE. If Customer purchases OFAC Services, CBCInnovis will compare the characters in the consumer's name, social security number and year of birth, when available, to files maintained by the Office of Foreign Assets Control ("OFAC") on Specially Designated Nationals. The database is updated periodically by OFAC and CBCInnovis does not insure or guarantee of the accuracy or reliability of the OFAC Name Matching Service nor the data contained in its file or that the OFAC Name Matching Service satisfies any of the Customer's legal obligations which may be administered by OFAC or any other governmental agency.

7. SAFESCAN AND FULL DTEC. 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. Customer 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. Customer understands that the information supplied by SAFESCAN may or may not apply to the consumer about whom Customer has inquired. Full DTEC is a service that uses the social security number provided by Customer to search the Equifax consumer credit database and deliver 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. Customer certifies that it will order a Full DTEC Report only when it has a permissible purpose to receive a consumer report, as specified in this Schedule.

8. TAX SERVICES. Customer may order tax verification services from CBCInnovis in which CBCInnovis will facilitate the return of reports containing federal tax return information ("Tax Services"). Customer will not use, duplicate, reproduce, or share with others any Tax Services, for any purpose other than that which is related to the purpose of the transaction as intended by the consumer who is the subject of the transaction and who has provided an authorization (e.g., Form 4506-T). Notwithstanding, Customer may share the information with third parties who are participating in the same transaction involving the consumer as long as the consumer has consented. Customer and any third party that jointly use the Tax Services must do so in compliance with the applicable provisions of the Fair Credit Reporting Act, the Financial Privacy Act, Gramm-Leach-Bliley Act and all other applicable laws and regulations, both state and federal

9. OBTAINING INFORMATION UNDER FALSE PRETENSES. 15 U.S.C. §1681q (§619 of the FCRA) provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.

10. USING, FURNISHING AND INVESTIGATING. Customer has received and will comply with the FCRA Notices to Users and Furnishers, which are accessible at http://www.cbcinnovis.com/pdfs/FTC_Notice-Users_and_Furnishers.pdf. Pursuant to this section Customer may furnish consumer information for use in a consumer credit report and for one or more permitted purposes under the GLB Act. If Customer furnishes consumer information to CBCInnovis, it agrees to furnish CBCInnovis with accurate and complete information on accounts. It will comply with the duties and responsibilities of Furnishers as set forth in 15 U.S.C §1681s-2 (§623 of the FCRA). Customer agrees to conduct an investigation of dispute before the end of the 30-day period within which time CBCInnovis is required to conduct the reinvestigation under the FCRA or within the period specified under applicable state law.

11. MINIMUM TERMS; TERMINATION. This Agreement and the Application for Services sets forth the minimum terms and conditions under which CBCInnovis will provide CBCInnovis Services to the Customer. Nothing herein shall obligate either party to purchase or to sell the services described herein, and either party may terminate this Agreement at any time for any reason.

12. LIMITATIONS OF LIABILITY. Because the CBCInnovis Services involve conveying information provided by other sources, including credit repositories, neither CBCInnovis nor the credit repositories will, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained therein. **NEITHER CBCINNOVIS NOR THE CREDIT REPOSITORIES GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, INFORMATION IN THE SERVICES OR THE MEDIA ON OR THROUGH WHICH THE SERVICES ARE PROVIDED AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY CBCINNOVIS OR THE CREDIT REPOSITORIES' ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE.**

13. TERRITORY. Customer may access, use and store the Services and information obtained from the Services only at or from locations within the territorial boundaries of the United States, Puerto Rico, Guam, the Virgin Islands and Canada (the "Permitted Territory"). Customer may not access, use or store the Services or information obtained from the Services at or from, or send it to any location outside of the Permitted Territory without first obtaining CBCInnovis' written permission.

IN WITNESS WHEREOF, the undersigned have executed this Schedule as of the date set forth above.

CBCInnovis, Inc.

Customer's Name:

Signature: _____

Signature: _____

Name: _____
Please Print

Name: _____
Please Print

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT #1 to SCHEDULE #1: CUSTOMER AFFILIATES

Please mark the appropriate designation:

- Only Customer and its employees will be accessing CBCInnovis Services.
- Customer has processing centers, branch locations or affiliates under common ownership and control (“Customer Affiliates”), “Control” means having the ability to direct the management and policies of the entity in question, whether directly or indirectly.

Each Customer Affiliate must be listed below in order to receive the Services. Customer may add Customer Affiliates with written notice. Customer represents and warrants that it has the full power and authority to bind each Customer Affiliate to this Schedule.

Customer Affiliate’s Name	Physical Address
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	