



## CISCO Credit Services Agreement

Company Information			
Company Name:			
Address:	City:	State:	ZIP:
Phone:	Fax:		
Type of Ownership: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Owner <input type="checkbox"/> Corporation <input type="checkbox"/> LLC			
Do You Have Any Other DBA's? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, please list:			
Federal Tax ID:		Years of Operation:	
Do You Own or Lease the Building In Which You Are Located? <input type="checkbox"/> Own <input type="checkbox"/> Lease			
Lease/Management Co. Name & Contact Info		Name:	Phone:
Number of employees at this branch:		Number of Branches:	Total Employees:
Estimated # of Credit Reports You Will Access Monthly:		Please Specify LOS System (e.g., Arive):	
Please Provide Your <b>TPO Number</b> :    *OR*    Provide your <b>Seller Service Number</b> :			
Do You Already Have a Credit Reporting Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No    If Yes, please list:			
Responsible Party's name and driver's license number:			
Responsible Party's email address:			
Company Website:			
Business Checking Info			
Bank Account #:		Phone #:	
<b>Billing Information (if different from above)</b>			
Address:		City:	State:    ZIP:
Phone:		Email:	
Indicate which pricing you want your account billed under: <input type="checkbox"/> Bundle 1 <input type="checkbox"/> Bundle 2 <input type="checkbox"/> Bundle 3 <input type="checkbox"/> Standard			
*Note: If nothing is checked, your account will automatically be billed under the <b>Standard pricing</b>			
<b>Business References (to confirm your business as a mortgage company)</b>			
Name:		Company:	Phone#:
Name:		Company:	Phone#:
Will reports be used for mortgage purposes only?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the actual company operated from a residence?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you filed for bankruptcy in the last 10 years?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your company a publicly traded company?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Payment Information
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1. The undersigned Client hereby petitions CISCO Credit (CISCO) to render service in accordance with its customary practices, for which the Client agrees to pay promptly on billing by CISCO the fees provided herein.
  - a. Payments are due net within 30 days, a 3% monthly charge applies to balances remaining after 30 days. In the event that legal action is required to recover any outstanding balances the undersigned client agrees to pay all fees associated with the balance recovery. The undersigned client accepts personal responsibility of any outstanding balance and all collection charges up to 50% of the outstanding balance. In the event that an outstanding balance is turned over to a collection agency, a minimum \$300.00 collection charge will be added to the outstanding balance. Accessing any of the three credit repositories will result in a charge. All transaction charges for products or services are reflected on each credit report and invoice. The undersigned grants permission to CISCO to access the three national repositories for the purpose of this application. CISCO Credit reserves the right to suspend service due to lack of payment. The Client is responsible for any reports pulled and will be billed accordingly. The Client understands that if the CISCO system is used improperly by company personnel, or if their access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of the undersigned clients company, they may be held responsible for financial losses, fees, or monetary charges that may be incurred and that their access privilege may be terminated.
  - b. The Client agrees to a monthly minimum requirement of orders totaling at least \$45.00. In the event that the client does not order a minimum of \$45.00 of orders during the monthly billing period they will be billed either the full \$45.00 monthly minimum or the difference between their orders in the month and the monthly minimum
2. The undersigned Client will comply with all the provisions of the Public Law 91-508 (Fair Credit Reporting Act), LexisNexis policies, and all other applicable federal and state statutes. The undersigned recognizes its responsibilities there under and acknowledges receipt of the notice set forth in Exhibit A attached hereto.
3. The undersigned Client certifies that all inquiries will be made only when the client intends to use the information in connection with a legitimate mortgage transaction involving a consumer and that it is not one of the businesses listing on Exhibit B attached within the appendix. Furthermore, all products including but not limited to credit reports, and all LexisNexis products will be used solely for mortgage related purposes.
4. The undersigned Client hereby petitions CISCO to render service regarding the reissuance or secondary use of consumer reports in accordance with its customary practices and will be billed accordingly. The undersigned client agrees, represents, and warrants that it is a mortgage lender/broker and in using the services of CISCO, the client agrees to comply with the provisions of 15 U.S.C §1681 *et seq.* ("FCRA") and that services will be requested only for the Client's exclusive use.
5. The undersigned certifies that consumer reports will be ordered and used only in connection with credit transactions involving consumers on whom the information is to be furnished and involving the extension of credit to, or to review or collect an account of the consumer, even though otherwise permitted by law. The client may reissue or share such reports with one or more credit grantors which (1) have permissible purpose under the FCRA to receive such reports and (2) are "Qualified Subscribers" of CISCO. A "Qualified Subscriber" is a user of CISCO that has signed a service agreement with CISCO. The reissuance or sharing of a consumer credit report with a Qualified Subscriber, may be accomplished by the physical sharing of a copy of the report or by obtaining another copy from CISCO. In either event, the undersigned agrees to inform CISCO of any such reissues and to pay the fees as per payment agreement net within 30 days.
6. The undersigned Client certifies that its organization is a bona fide business and that it has read and will adhere to the Access Security Requirements attached hereto and made a part hereof. The national repositories require that Client maintain copies of written authorization for credit inquiries and LexisNexis products for five years. The client agrees to notify CISCO immediately of any change in business location or changes in personnel.
7. No information furnished to the undersigned client is guaranteed, nor is CISCO, the national repositories, or LexisNexis responsible for such information. CISCO shall not be responsible or liable in any manner whatsoever for any loss or injury to the undersigned client resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information.
8. Client hereby agrees to comply with all policies and procedures instituted by CISCO and required by CISCO's

consumer reporting vendors. CISCO will give Client as much notice as possible prior to the effective date of any such new policies required in the future but does not guarantee that reasonable notice will be possible. Client may terminate this agreement at any time after notification of a change in policy in the event Client deems such compliance as not within its best interest. Client recognizes that it has separate responsibilities related to each of the national repositories set forth in Appendix A-1, Appendix A-2, Appendix A-3, Appendix B, Appendix C-1 and C-2, all of which are attached hereto.

9. The undersigned client hereby authorizes CISCO to provide copies of any information regarding the client to CISCO's consumer report vendors.
10. The client agrees that CISCO and CISCO's consumer report vendors, including LexisNexis, shall have the right to audit records of the client that are relevant to the provision of services set forth in this agreement. CISCO may utilize a third-party vendor to perform an on-site inspection of Client's business, and Client agrees to allow access to such third party. Client further agrees that it will respond within the requested time frame for information requested by CISCO's consumer reporting vendors regarding information provided by such vendor. The client understands that such vendor may suspend or terminate access to the vendor's information in the event that the Client is not in compliance with applicable law, this agreement, or if Client does not cooperate with any such investigation.
11. Client agrees to notify CISCO of any change of ownership, control, or address change fifteen days prior to any such change. CISCO may require the new ownership to re-apply for the services provided herein and may require a new physical inspection in the event that the office location is changed. CISCO will provide, and the Client will utilize, training and training materials to the Client in order for the Client to comply with the federal Fair Credit Reporting Act and with the policies and procedures required by CISCO's consumer reporting vendors.
12. 168115 U.S.C. *et seq* also requires certain other responsibilities of Clients whom access consumer credit reports from consumer credit reporting agencies. Those responsibilities are attached and made a part hereof as Exhibit A to this agreement. The FCRA provides that any person who knowingly and willfully obtains information on a consumer reporting agency under false pretenses shall be fined under title 18, or imprisoned for no more than two years, or both.

<h4>Terms Related to Credit Scoring Services</h4>
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1. Based on an agreement with the national repositories (Experian/TransUnion/Equifax) and Fair Isaac Corporation ("Fair Isaac"), the Client has access to a unique and proprietary statistical credit scoring service jointly offered by the national repositories and Fair Isaac which evaluates certain information in the credit reports of individual consumers from the national repositories data bases ("Scoring Systems") and provides a score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring ("the Score").
2. The client from time to time may desire to obtain Scores from the national repositories via an online mode in connection with consumer credit reports
3. The client has previously represented and now, again represents that it is a Mortgage credit company and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Report Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA").
4. The client certifies that it will request Scores pursuant to procedures prescribed by CISCO from time to time only for the permissible purpose certified above and will use the Scores obtained for no other purpose.
5. The client will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
6. Client agrees that it shall use each score only for a one-time use and only in accordance with its permissible purpose under FCRA.
7. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, CISCO may, upon its election, discontinue service the Client and cancel this Agreement in whole or in part with ten

- (10) days prior written notice of termination of this Agreement to the party (e.g. the services provided under this Addendum only) immediately.
8. Client recognizes that factors other than the Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors.
  9. The national repositories and Fair Isaac shall be deemed third party beneficiaries under this Addendum
  10. Up to five score reason codes, or if applicable, exclusion reasons, are provided to Client with Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher score, and may be disclosed to consumers as reasons for taking adverse action, as required by the Equal Credit Opportunity Act (“ECOA”) and its implementing Regulation (“Reg B”). However, the score itself is proprietary to Fair Isaac or its producer, and may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party except:
    - a. to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes.
    - b. As clearly required by law.
  11. Client will not publicly disseminate any results of validations or other reports derived from the Scores without Fair Isaac and the national repositories’ prior written consent.
  12. In the event that the Client intends to provide Scores to any agent, Client may do so provided, that Client first enters into written agreement with such agent that is consistent with Client’s obligations and acknowledgments of the agent:
    - a. Such agent shall utilize the Scores for the sole benefit of the Client and shall not utilize the Scores for any other purpose including for such agent’s own purpose or benefit.
    - b. That the Score is proprietary to the producer or to Fair Isaac and accordingly, shall not be disclosed to the credit applicant or any third party without prior written consent from the national repositories and Fair Isaac except
      - i. To credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes.
      - ii. As clearly required by law.
    - c. Such agent shall not use the Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration.
    - d. Such agent shall not resell the Scores.
    - e. Such Agent shall not use the Scores to create or maintain a database for itself or otherwise.
  13. Client acknowledges that the Scores provided under this Agreement which utilize, and individual’s consumer credit information will result in an inquiry being added to the consumer’s credit file.
  14. Client shall be responsible for compliance with all applicable federal or state legislations, regulations, and judicial actions as now or as may become effective, including but not limited to, the FCRA, the ECOA, the Reg B., to which it is subject.
  15. The information including, but not limited to, the consumer credit data used in providing Scores under this Agreement were obtained from sources considered to be reliable. However due to the possibilities of errors inherent in the procurement and compilation of data in the procurement and compilation of data involving a large number of individuals, neither the accuracy, nor completeness of such information is guaranteed. Moreover, in no event shall the national repositories, Fair Isaac, nor their officers, employees affiliated companies or bureaus, independent contractors, or agents be liable to Client for any claim, injury, or damage suffered directly or indirectly by the Client as a result of the inaccuracy or incompleteness of such information used in providing Scores under this Agreement and/or as a result of Client’s use of Scores and/or any other information or service provided under this Agreement.
  16. Fair Isaac and other Score producers, warrant that the scoring algorithms as delivered to the national repositories and used in the computation of the Score Models are empirically derived from the national repositories’ credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm uses a “prohibited basis” as that

term is defined in the Equal Credit Opportunity Act (ECOA) and Reg B promulgated there under. The score may appear on a credit report for convenience only but is not a part of the credit report nor does it add to the information in the report on which it is based.

- a. The warranties set forth in section 15.1 are the sole warranties made under this addendum concerning the scores and any other documentation or other deliverables and services provided under this agreement. And neither Fair Isaac nor the national repositories make any other representations or warranties concerning the products and services to be provided under this agreement other than as set forth in this addendum. The warranties and remedies set forth in section 15.1 are in lieu of all others, whether written or oral, expressed or implied, including but not limited to warranties that might be implied from a course of performance, dealing, or trade usage. There are no implied warranties of merchantability or fitness for a particular purpose.
17. In no event shall any party be liable for any consequential, incidental, indirect, special, or punitive damages incurred by the other parties and arising out of the performance of this agreement, including but not limited to loss of good will and lost profits or revenue, whether or not such loss or damage is based in contract, warranty, tort, negligence, strict liability, indemnity, or otherwise, even if a party has been advised of the possibility of such damages. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.
18. The foregoing notwithstanding, with respect to subscriber, in no event shall the forecasted limitations of liability, set forth above in section 16, apply to damages incurred by TransUnion and/or Fair Isaac as a result of: (a) Governmental regulatory or judicial action(s) pertaining to violations of FCRA and/or other laws, regulations and/or judicial actions to the extent such damages result from client's breach, directly or through client's agent(s), of its obligations under this agreement.
19. Additionally, neither the national repositories nor Fair Isaac shall be liable for any and all claims arising out of or in connection with this addendum brought more than one (1) year after the cause of action has occurred. In no event shall the national repositories and Fair Isaac's aggregate total liability, if any, under this agreement, exceed the aggregate amount paid under this addendum by client during the twelve (12) month period immediately preceding any such claim, or ten thousand dollars (\$10,000.00) whichever amount is less.
20. This addendum may be terminated automatically and without notice:
  - a. in the event of a breach of the provisions of this Addendum by the client
  - b. in the event the agreement(s) related to the Scoring System between the national repositories, Fair Isaac and the Client are terminated or expire
  - c. in the event the requirements of any law, regulation or judicial action are not met
  - d. as a result of changes in law, regulations or regulatory or judicial action that the requirements of any law, regulation, or judicial action will not be met
  - e. the use of the Scoring system is the subject of litigation or threatened litigation by any governmental entity.
21. Death Master File: Access to the Death Master File as issued by the Social Security Administrations requires an entity to have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R § 1110.102(a)(1). All end users must certify that they will not take any adverse action against any consumer without further investigation to verify information from the deceased flag or other indicia from the Experian data.

<b>Term Related to Privacy Disclosure</b>
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1. CISCO Does not resell or share any information provided by clients with third parties.
2. Client certifies that all scores and reason codes whether oral or written shall be maintained by the Client in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purpose for which the report is requested and will not sell or otherwise distribute to third parties any information received there under, except as other required by law.
3. Unless explicitly authorized in this Agreement or in a separate agreement between CISCO and the Client or as explicitly otherwise authorized in advance and in writing by a national repository through CISCO, the Client shall not disclose to consumers or any third party, any or all scores provided under this Agreement, unless clearly required by law.

4. Client shall comply with all applicable laws and regulations in using the Scores and reason codes.
5. The Client, its employees, agents, and subcontractors shall not use the trademarks, services marks, logos, names, or any other proprietary designations, whether registered or unregistered to any party involved in the provision of the Experian, TransUnion, Equifax, or Fair Isaac Model without such entities prior written consent.
6. The Client shall not attempt, in any manner, directly, or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by any of the national repositories or score producers.
7. Experian, TransUnion, Equifax, and Fair Isaac have warranted to CISCO that that the Experian/Fair, Isaac Model is empirically derived and is demonstrably and statistically sound and that to the extent the population to which the Experian, Trans Union, Equifax, and Fair Isaac Model is applied is similar to the population sample on which the Experian/Trans Union/ Equifax/Fair Isaac Model was developed, the Experian/Trans Union/ Equifax/Fair Isaac Model score may be relied upon by CISCO and/or Client to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Client. Experian/Trans Union/ Equifax/Fair Isaac further warrants that so long as they provide the Experian/Fair, Isaac Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq. The foregoing warranties are the only warranties Experian/Trans Union/ Equifax/Fair Isaac have given CISCO with respect to the Experian/Trans Union/ Equifax/Fair Isaac Model and such warranties are in lieu of all other warranties, express or implied, Experian/Fair Isaac might have given broker and/or end users with respect thereto, including for example, warranties of merchantability and fitness for a particular purpose. Client's rights under the foregoing warranty are expressly conditioned upon Client's periodic revalidation of the Experian/Trans Union/ Equifax/Fair Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR section 202 et seq.)The aggregate liability of Experian/Trans Union/ Equifax/Fair Isaac to each End User shall not exceed the lesser of the Fees paid by Broker to Experian/Fair, Isaac, the fees paid by the End User during the six (6) month period immediately preceding the Client's claim, or the fees paid by the pertinent End User to our company during said six (6) Month period, and excluding any liability of Experian/Fair, Isaac for incidental, indirect, special or consequential damages of any kind.

#### Credit Scoring Services

**Whereas**, provider is an authorized reseller of Experian Information Solutions, Inc. ("Experian"); and, Experian and Fair Isaac Corporation ("Fair Isaac") offer the "Experian/Fair Isaac Model", consisting of the application of a risk model developed by Experian and Fair Isaac, which employs a proprietary algorithm which when applied to credit information relating to individuals with whom the Client contemplates entering in to a credit relationship with will result in a numerical score (the "Score" and collectively, "Scores"); the purpose of the models being to rank said individuals in order of the risk of unsatisfactory payment.

**Therefore**, for good and valuable consideration and intending to be legally bound, the Client and Provider which will be referred to as "CISCO" hereby agree as follows

#### General Provisions:

1. The subject of this Agreement is the End User's purchasing of Scores produced from Experian/Fair Isaac Model from CISCO. This agreement will apply to all uses of the Experian/Fair Isaac Model by the Client during the term of this agreement. Under this agreement during its terms, CISCO will provide the Client with the Scores upon request.

#### Experian/Fair Isaac Scores

1. The client warrants that the Scores are empirically derived and statistically sound predictors of consumer credit risk on the data from which they were developed when applied to the population for which they were developed. Provider further warrants that so long as it provides the Scores, the Scores will not contain or use any prohibited basis as defined by the federal Equal Credit Opportunity Act, 15 USC Section 1691 et seq. or

Regulation B promulgated thereunder. The foregoing warranties are the only warranties CISCO has given the Client with respect to the Scores. Such warranties are in lieu of all other warranties, express, or implied that CISCO might have given to the Client.

2. End User's rights under the foregoing warranties are expressly conditioned upon 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 Section 202 et seq.)
3. The client hereby releases and holds harmless CISCO, Fair Isaac, Experian, and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of liability for any damages, losses, costs, or expenses, whether directly or indirectly suffered or incurred by the Client resulting from any failure of the Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.

#### Intellectual Property

1. Nothing in this agreement shall be deemed to grant the Client any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by CISCO, Experian, Fair Isaac, or any third party involved in the delivery of the scoring services hereunder.
2. The client acknowledges that the Experian/Fair Isaac Score Model and its associated intellectual property rights in its output are the property of Fair Isaac.
3. By providing the Scores to the Client pursuant to this Agreement, CISCO grants to the Client a limited license to use information contained in reports generated by the Experian/Fair Isaac Model solely in its own business with no rights to sublicense or otherwise sell or distribute said information to third parties. Before directing CISCO to deliver Scores to any third party as may be permitted by this Agreement, the Client agrees to enter into a contract with said third party that (1) limits the use of the Scores by the third party only to the use permitted to the Client and (2) Identifies Experian and Fair Isaac as express third-party beneficiaries of such contract.
4. The Client shall not use, or permit its employees, agents, and subcontractors to use the, trademarks, service marks, logos, names, or any other proprietary designations of CISCO, Experian, Fair Isaac, or their respective affiliates whether registered or unregistered without such party's prior written consent.

#### Compliance and Confidentiality

1. In performing this Agreement and in using information provided hereunder, the Client shall comply with all Federal, State, and Local statutes, regulations, and rules applicable to consumer credit information, LexisNexis policies, and nondiscrimination in the extension of credit from time to time in effect during the term of this agreement. The Client certifies that
  - a. It has permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act, and any similar applicable state statute.
  - b. Any use of the Scores for the purpose 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.
  - c. The Scores will not be used for Adverse Action as defined by the Equal Credit Opportunity Act ("ECOA") or Regulation B, unless adverse action reason codes have been delivered to the Client along with the Scores.
2. The Client will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered hereunder. The Client will take reasonable precautions to assure that such information will be held in strict confidence and disclosed only to those of its employees whose duties reasonably relate to the legitimate business purposes for which the information is requested or used and to no other person. Without limiting the generality of the foregoing, the Client will take suitable precautions to prevent loss, compromise, or misuse of any tapes or other media containing consumer credit information while in the possession of the Client and while in transport between the parties. The Client certifies that it will not publicly disseminate any results of the validations or other reports derived from the Scores without each of Experian's and Fair Isaac's express without written permission.

3. Under no circumstances will the Client attempt in any manner, directly, or indirectly, to discover, or reverse engineer any confidential and proprietary criteria developed or used by Experian and/or Fair Isaac in performing the Scoring services hereunder.
4. Notwithstanding any contrary provision of this Agreement, the Client may disclose the Scores provided to the Client under this Agreement (1) to credit applicants when accompanied by the corresponding reason codes in the context of bona fide lending transactions and decisions only. (2) as clearly required by law.

#### Indemnification and Limitations

1. The Client will indemnify, defend, and hold CISCO, Experian, and Fair Isaac harmless from and against any and all liabilities, damages, losses, claims, costs, and expenses including but not limited to attorneys' fees arising out of or resulting from any nonperformance by the Client of any obligations to be performed by the Client under this Agreement, provided that Experian/Fair Isaac have given the Client prompt notice of, and the opportunity and the authority but not the duty to defend or settle any such claim.
2. Notwithstanding any other provision of this agreement, under no circumstances will CISCO, Experian, or Fair Isaac have any obligation or liability to the Client for any incidental, indirect, special, or consequential damages incurred by the Client, regardless of how such damages arise and of whether or not the Client was advised such damages might arise. In no even shall the aggregate liability of CISCO, Experian, or Fair Isaac to the Client exceed the fees paid by the Client pursuant to this agreement during the six-month period immediately preceding the date of the Client's claim.

#### Miscellaneous

1. The Client acknowledges that the Scores results from the joint efforts of Experian and Fair Isaac. The client further acknowledges that each Experian and Fair Isaac have a proprietary interest in said Scores and agrees that either Experian or Fair Isaac may enforce those rights as required.
2. This Agreement sets forth the entire understanding of the Client and CISCO with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties whether oral, or written by any officer, employee, or representative of either party relating thereto.

I have read and understand the enclosed:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix A-3

**Equifax Requirement: VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION**

The undersigned \_\_\_\_\_ ("Customer"), acknowledges that it subscribes to receive various information serviced from Equifax Credit Information Services, Inc. ("Equifax") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Customer's Continued use of Equifax information services in relation to Vermont consumers, Customer hereby certifies as follows:

Vermont Certification. Customer certifies that it will comply with applicable provisions under Vermont law. In particular, Customer certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Customer has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules.

Customer/Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date: \_\_\_\_\_

Account Number \_\_\_\_\_

**Please Also Include the Following Information:**

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Customer: Maintain a copy for your records.**

Applicable Law
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The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, excluding that body of law applicable to choice of law. The parties consent and submit to the jurisdiction and venue of the state and federal courts located in Maricopa County of the State of Arizona to determine the validity, construction and performance of this Agreement.

In Witness hereof, the undersigned hereby signs this Agreement as of the following date:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_(Date)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Social Security: \_\_\_\_\_

Company Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

State, City, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Home Fax: \_\_\_\_\_

Co-Signer Section Below (complete if applicable)

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Social Security: \_\_\_\_\_

Company Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

State, City, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Home Fax: \_\_\_\_\_

Mobile / Cell: \_\_\_\_\_

**CISCO CREDIT, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Experian Security Requirements

The security requirements included in this document represent the minimum-security requirements acceptable to Experian and are intended to ensure that a Third Party (i.e., Supplier, Reseller, Service Provider, or any other organization engaging with Experian) has appropriate controls in place to protect information and systems, including any information that is received, processes, transfers, transmits, stores, delivers, and / or otherwise accesses on behalf of Experian.

### DEFINITIONS

“Experian Information” means Experian highly sensitive information including, by way of example and not limitation, data, databases, application software, software documentation, supporting process documents, operation process and procedures documentation, test plans, test cases, and information about potential acquisitions, and such other information that is similar in nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause serious damage to Experian’s reputation, valuation, and / or provide a competitive disadvantage to Experian.

“Resource” means all Third-Party devices, including but not limited to laptops, PCs, routers, servers, and other computer systems that store, process, transfer, transmit, deliver, or otherwise access the Experian information.

#### 1. Information Security Policies and Governance

Third Party shall have Information Security policies and procedures in place that are consistent with the practices described in an industry standard, such as ISO 27002 and/or this Security Requirements document, which is aligned to Experian’s Information Security Policy.

#### 2. Vulnerability Management

Firewalls, routers, servers, PCs, and all other resources managed by Third Party (including physical, on-premises, or cloud hosted infrastructure) will be kept current with appropriate security specific system patches. Third Party will perform regular penetration tests to further assess the security of systems and resources. Third Party will use end-point computer malware detection/scanning services and procedures.

#### 3. Logging and Monitoring

Logging mechanisms will be in place sufficient to identify security incidents, establish individual accountability, and reconstruct events. Audit logs will be retained in a protected state (i.e., encrypted, or locked) with a process for periodic review.

#### 4. Network Security

Third Party will use security measures, including anti-virus software, to protect communications systems and networks devices to reduce the risk of infiltration, hacking, access penetration by, or exposure to, an unauthorized third-party.

#### 5. Data Security

Third Party will use security measures, including encryption, to protect Experian provided data in storage and in transit to reduce the risk of exposure to unauthorized parties.

#### Remote Access Connection Authorization

All remote access connections to Third Party internal networks and/or computer systems will require authorization with access control at the point of entry using multi-factor authentication. Such access will use secure channels, such as a Virtual Private Network (VPN).

#### 6. Incident Response

Processes and procedures will be established for responding to security violations and unusual or suspicious events and incidents. Third Party will report actual or suspected security violations or incidents that may affect Experian to Experian within twenty-four (24) hours of Third Party’s confirmation of such violation or incident.

#### 7. Identification, Authentication, and Authorization

Each user of any Resource will have a uniquely assigned user ID to enable individual authentication and accountability. Access to privileged accounts will be restricted to those people who administer the Resource and individual accountability will be maintained. All default passwords (such as those from hardware or software vendors) will be changed immediately upon receipt.

**8. User Passwords and Accounts**

All passwords will remain confidential and use 'strong' passwords that expire after a maximum of 90 calendar days. Accounts will automatically lockout after five (5) consecutive failed login attempts.

**9. Training and Awareness**

Third Party shall require all Third-Party personnel to participate in information security training and awareness sessions at least annually and establish proof of learning for all personnel.

**10. Experian's Right to Audit**

Third Party shall be subject to remote and / or onsite assessments of its information security controls and compliance with these Security Requirements.

**11. Bulk Email Communications into Experian**

Third party will not "bulk email" communications to multiple Experian employees without the prior written approval of Experian. Third party shall seek authorization via their Experian Relationship Owner in advance of any such campaign.

## Exhibit A

## FCRA PERMISSIBLE PURPOSE CERTIFICATION

In contracting for the services under this Agreement, Customer is a "User" of "Consumer Reports" as those terms are defined under the FCRA, and as such certifies as follows:

1. The nature of User's business is: \_\_\_\_\_
2. User orders Consumer Reports [Reseller] for the following purpose(s) under the Fair Credit Reporting Act and such reports will not be used for any other purpose:

Please check all that apply:

- For the extension of credit to the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- For the review of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- For the collection of an account of the consumer in connection with a credit transaction involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(A).
- For use in connection with the underwriting of insurance involving the consumer in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(B).
- For use, 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 in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(E).
- In connection with the assessment of the consumer's ability to pay for a medical care transaction initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681(b)(a)(3)(F)(i).
- In connection with a rental car transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b(a)(3)(F)(i).
- In connection with a demand deposit account or related new account opening transaction where the transaction is initiated by the consumer, a legitimate business need pursuant to 15 U.S.C. Sec. 1681b(a)(3)(F)(i).
- In response to a request by the head of a State or local child support enforcement agency (or a State or local government official authorized by the head of such an agency). In accordance with 15 U.S.C. Sec. 1681(b)(a)(4), Customer makes the following certifications:
  - A. The consumer report is needed for the purpose of establishing an individual's capacity to make child support payments or determining the appropriate level of such payments;
  - B. The paternity of the consumer for the child to which the obligation relates which has been established or acknowledged by the consumer in accordance with State laws under which the obligation arises (if required by those laws);

CISCO SECURITY AND OPERATIONS POLICY

- C. the Customer has provided at least 10 days' prior notice to the consumer whose report is requested, by certified or registered mail to the last known address of the consumer, that the report will be requested; and
- D. the consumer report will be kept confidential, will be used solely for a purpose described in subparagraph (A), and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose.

For use 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 in accordance with 15 U.S.C. Sec. 1681(b)(a)(3)(D).

With express written instructions of the consumer for reasons **other than** an employment purpose in accordance with FCRA Section 15 U.S.C. Sec. 1681(b)(a)(2).

If you have selected "with express written instructions of the consumer" above, please specify intended use:

---

3. The Federal Fair Credit Reporting Act imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

This certification supersedes any pre-dated certifications.

I hereby certify that I have direct knowledge of the facts stated above and that I am authorized to execute this certification on behalf of the company listed above.

**By:**

---

**(Signature)**

**Name:**

---

**(Printed or Typed)**

**Title:**

---

**Date:**

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**ADDENDUM TO CISCO CREDIT AGREEMENT FOR SERVICE**

This Service Addendum, which is dated and effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. In addition to all other requirements in the Agreement between the signer and CISCO Credit, as amended, pertaining to the access to and use of FICO scores, the following conditions shall govern Subscriber's access to and use of FICO Resilience Index (FRI):

**Limitations on Use.** Subscriber shall only use FRI when the FRI Score is pulled simultaneously with another FICO Score (i.e., dual processing where such Scores are pulled on the same consumer record for the same date as part of the same Score pull), solely for the Subscriber's internal business purposes and in support of the Subscriber's (i) credit evaluations (for the permitted business-to-business purpose for which the additional FICO Score was pulled), and (ii) evaluation of its ongoing use of FRI for such purposes and for no other purpose.

The FRI must be calculated on the same records and for the same date as the corresponding additional FICO Score.

Customer/Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_







2815 S. Alma School Rd. Ste 109  
Mesa, AZ 85210  
480-491-6001 / 800-804-0043

## CREDIT CARD AUTHORIZATION

### RIGHT TO CHARGE CREDIT CARD FOR PAYMENTS: (Required)

The undersigned acknowledges that the services will be billed monthly and that the bills are due and payable in full upon receipt. In the event that you fail to pay charges billed on your monthly Cisco Credit bill, or Cisco Credit is unable to bill you, Cisco Credit shall have the immediate right to bill outstanding sums to your credit card. Cisco Credit may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse Cisco Credit for all expenses incurred to recover sums due, including attorney's fees and other legal expenses.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

### RIGHT TO CHARGE CREDIT CARD FOR SETUP FEE: (Required)

I authorize Cisco Credit to charge my credit card in the amount of \$115 as payment for the setup fee. Residential customers will be charged an annual re-inspection fee of \$125 beginning one (1) year from the initial setup. The undersigned acknowledges that there is a setup fee on all accounts and the fee must be paid in advance and is non-refundable. By signing this document, you are agreeing not to dispute or cancel this charge. A faxed copy of this authorization and the undersigned signature may be deemed equivalent to the original and may be used as a duplicate original.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

### RIGHT TO CHARGE CREDIT CARD ON A MONTHLY BASIS: (Optional)

The undersigned authorizes Cisco Credit to charge the credit card set forth below on the billing invoice date for the balance due of the company. By signing this document, you agree to not dispute or cancel this charge. A faxed copy of this authorization and the undersigned signature may be deemed equivalent to the original and may be used as a duplicate original.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

NAME AS IT APPEARS ON THE CARD:

Company Name

BILLING ADDRESS

CITY

STATE

ZIP

CREDIT CARD NUMBER

EXP. DATE

CVV

Please Indicate:  Debit Card

Credit Card

NOTE: A 3% Convenience fee will be charged on all Credit Card invoice payments

## Residential Offices

For Residential offices, see below. The office in the residence must be a separate room with a locking door.

The bureaus do require annual inspections for residential clients. The fee is \$125 annually, beginning one (1) year from initial setup.

1. Physical security - Business is located at address provided and Signs and materials show an active mortgage company
2. No evidence of any non-permitted activities such as credit repair including a review of websites, phone numbers and advertising
3. Broker license on the wall in a conspicuous place
4. Security- Physical security mechanisms, practices for securing and disposing of confidential information (i.e. shredder on site, lockable files, computers password secured with non-stored passwords.)
4. Photographs - Digital photographs of interior and exterior of business including permanently affixed signage.

## **Businesses that Cannot Be Provided Credit Information**

- Adoption Search Firms
- Asset Location Services (not including collection agencies or with respect to GLBA information)
- Attorney/Law Firms
- Bail Bond Enforcement / Bounty Hunters
- Check Cashing
- Child Location Services
- Condominium/Homeowners Associations
- Country Clubs
- Credit Counseling – For Profit
- Credit Repair Companies or Credit Clinics
- Dating Services
- Determination of whether or not to file a personal lawsuit/judgement against the subject of the data
- Diet Centers
- Financial Counseling – except a registered securities broker dealer or a certified financial planner
- Future Services (i.e. Continuity Clubs)
- Foreign Company or Agency of a Foreign Government
- Genealogical or Heir Search Firm
- Individuals Seeking Information for Private Use
- Insurance Claims
- Internet People Locator Services
- Investigative Companies including Private Investigators and Detective Agencies
- Law Enforcement
- Loan Modification Companies
- Marketing Companies
- Massage Services
- Media Agencies, News Agencies, Journalists, or Subscription Based Services
- Non-Government Agencies or businesses Associated with the Collection of Child Support
- Paralegals
- Pawn Shops
- Pornography – Companies Involved and or Associated with Inappropriate Adult Content Web Sites and or Adult Type Telephone services
- Spiritual Counseling Companies
- Tattoo Service
- Timeshares (unless proof of credit extension is procured)



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Mesa, AZ 85210  
480-491-6001 / 800-804-0043  
www.ciscocredit.com

**Sample Letter of Intent**

**Trans Union Setup Requirement**

**Letter of Intent**

**“XYZ” Mortgage is a Mortgage Broker / Banker.**

**The intent of the credit reports is mortgage applications.**

**Our anticipated volume is about (40) credit reports per month.**

**Our access is primarily local; it may become regional and national at times.**

**You're Signature**

**Authorized Manager  
XYZ Mortgage**

**To Expedite Your Approval, Please Be Sure to Return This Package Completed  
With The Following Documents**

- A copy of your Mortgage Brokers, Bankers, Real Estate, or Applicable Business License
- A copy of your broker/lender agreement, contract, or form stating your relationship with at least one lender you broker files to
- A copy of your lease reflecting your Company Name, Address, as well as the beginning and ending dates of the agreement
- A company email directory
- A copy of your firm's listing in the telephone directory or business phone bill
- A copy of a pre-printed, voided company check
- A copy of the principles driver's license
- Completed Agreement w/ all fields filled out and signed
- Completed credit card authorization form for billing of registration fee
- A Letter of Intent on your company's letterhead, signed by an officer, owner, or authorized manager of the company. The Letter of Intent must include the following (see attached sample letter)
  - ✓ Must be on Company Letter head
  - ✓ The nature of your business
  - ✓ Your intended use for our services
  - ✓ Your anticipated monthly volume
  - ✓ Intent as to whether your access is anticipated to be primarily local, regional, or national.

**\*Note: An Onsite Physical Inspection is Required at Time of Approval**