



Dear Client:

Welcome to 700Credit. Thank you for the opportunity to serve your business. We provide one source for all of your credit reporting and compliance needs. Our secure system processes millions of reports annually, and ensures that accurate and reliable information is always available to you each hour of each day. We provide state of the art technology, coupled with unsurpassed customer service at the lowest rates.

Requirements to establish an account with 700Credit:

1. Complete, sign and return the attached Membership Packet;
2. A physical inspection of your business and review of the membership documents is required on all accounts to verify permissible purpose and compliance with the law.
3. Complete a letter of intent on your companies' letterhead (see letter of intent instructions).

Please return the Membership Packet by fax to (866) 278-8200.

If you have any questions, please contact client support at (866) 273-3848.

Thank you.

700Credit Membership



Membership Application

Company Information

| | | | |
|--|--|-------------------------------|----------------|
| Full Business Name (Must Include All DBAs) | | | |
| Business Address | | City | State |
| | | | Zip |
| Federal Tax ID No. | | Year Business Was Established | |
| Main Contact | | Title/Position | Business Phone |
| | | | |
| Nature of Business (Describe Business) | | | |
| Specific Purpose For Which Consumer Credit Reports Will Be Used | | | |
| Classification Of Business (Corporation, Partnership, LLC, Sole Proprietorship) | | | |
| Business Email Address & Web Site: | | | Business Fax |
| | | | |
| Have You Been In Business For One Year Or Less? | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Sole Proprietor Or Partnership? | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| If Sole Proprietor Or Partnership: Full Name(s) of Owner(s), Home Address(es), and Social Security Number(s) | | | |
| | | | |

Three Business References

| | |
|---|----------------|
| Business Reference (Name/Company/Title) | Contact Number |
| Business Reference (Name/Company/Title) | Contact Number |
| Business Reference (Name/Company/Title) | Contact Number |

Bona Fide Business Verification

| | | |
|---|---|--|
| ONE of the following MUST be attached: | | |
| <input type="checkbox"/> Copy of business license | <input type="checkbox"/> Articles of Incorporation | <input type="checkbox"/> Corporation verification with state or federal government |
| <input type="checkbox"/> Sales tax records | <input type="checkbox"/> State and/or Federal tax records | |

Attachment Information

| | |
|--|---|
| EACH of the following MUST be attached: | |
| <input type="checkbox"/> Advertising Material or Business Card | <input type="checkbox"/> Copy of Business Check; |
| AND | OR |
| <input type="checkbox"/> Completed & signed Authorization to confirm Business Checking Account (attached). | Letter from bank confirming business checking account |



Service Agreement

This agreement ("Agreement") is entered into between 700Credit, LLC. ("700Credit") and _____ ("Client").

1. Pricing: Set forth on the attached fee schedule.
2. Client is familiar with the requirements of all applicable federal and state laws, including the Fair Credit Reporting Act ("FCRA") and the Fair and Accurate Credit Transactions ("FACT") Act, including without limitation the provisions set forth herein, and Client agrees to comply with all requirements of these laws in connection with ordering and using credit reports and related products and services ("credit reports" or "consumer reports"). Client agrees that it is solely responsible for this compliance. Client acknowledges that it has received and read the acknowledgement and access security requirements documents April 2007 provided by 700Credit. 700Credit, at its sole option, with or without notice to Client, may immediately terminate providing credit reports to Client if 700Credit has reason to believe that Client may not be in compliance with any federal or state law or credit bureau requirement, or has improperly manipulated credit information. 700Credit may suspend access to credit reports to Client immediately with or without notice during the course of a compliance review.
3. Client certifies that it has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. section 1681 et. seq.) including, without limitation, all amendments thereto ("FCRA"), as an AUTOMOBILE dealer and the consumer report is reviewed 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. Client certifies that it will request credit reports only for the permissible purpose certified above, and will use the reports obtained for no other purpose.
4. Client certifies that it shall use the consumer reports: (a) solely for the Client's certified use(s); (b) solely for the Client's exclusive one-time use; and (c) solely for permissible purposes as defined by federal and state law. Client shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by Client only to Client's designated and authorized employees having a need to know and only to the extent necessary to enable Client to use the consumer reports in accordance with this Agreement. Client shall ensure that such designated and authorized employees shall not attempt to obtain any consumer reports on themselves, associates, or any other person except in the exercise of their official duties.
5. Client certifies that it will be the end user of all credit reports and agrees that it will hold all information strictly confidential, and will not copy, resell or transfer any such information to any third party. Client agrees to implement appropriate procedures so that only employees with adequate training regarding the requirements of the FCRA, FACT Act, all applicable federal and state laws, and all credit bureau requirements, have access to the credit reports.
6. Client will obtain a signed authorization from each person on whom credit report is ordered (the "Subject"), prior to ordering a credit report on such Subject, and will maintain the authorization on file for audit and inspection. Client will maintain a clear copy of photographic identification of each Subject along with copies of all written authorizations for a minimum of five (5) years from the date of inquiry. During this period, Client will provide to 700Credit a copy of such authorization, or the original, as may be requested by 700Credit or its authorized representatives.
7. Client agrees that 700Credit, upon reasonable notice, may conduct audits to ensure Client's compliance with the FCRA, FACT Act and all applicable federal and state laws, and requirements of this Agreement, and Client agrees to provide reasonable cooperation with 700Credit in connection with such audits.
8. **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.**
9. Client shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that Client may, but is not required to, disclose the consumer report to the Subject only in connection with an adverse action based on the consumer report. Moreover, unless otherwise explicitly authorized in an agreement between 700Credit and Client for scores obtained from the score provider (including Fair Isaac, TransUnion and/or Experian), or as explicitly otherwise authorized in advance and in writing by the score provider through 700Credit, Client shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
10. 700Credit may, at its election, discontinue serving Client and cancel this Agreement immediately for Client's violation of the terms of this Agreement, or a legal requirement, or a material change in existing legal requirements that adversely affect this Agreement.
11. Client's account is delinquent if not paid in full within 30 days from the date of the invoice. Client is responsible for a finance charge of 10 percent per annum (or the highest rate allowable by law) on all delinquent amounts until paid. 700Credit may suspend or terminate providing credit reports to Client immediately with or without notice if Client's account is delinquent.
12. Client shall pay to 700Credit reasonable attorneys' fees and costs incurred by 700Credit in collecting a delinquent account, or to otherwise enforce the terms of this agreement, including permissible purpose compliance, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be paid reasonable attorneys' fees and costs.



- 13. Client agrees to use 700Credit as its sole and exclusive provider of credit reports and related products and services for a minimum term of twenty-four (24) months. This agreement shall automatically renew for additional periods of twenty-four (24) months each, unless either party gives written notice to the other party at least 60 days in advance. This notice must be received by 700Credit via certified mail, fax or e-mail. In the event of an agreed upon trial period, which agreement shall be in writing, the trial period shall begin from the date that the Client runs its first credit report through 700Credit.
- 14. This Agreement contains the entire understanding and agreement between 700Credit and the Client and no other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind 700Credit or the Client. 700Credit and the Client acknowledge that they have not executed this agreement in reliance on any such promise, representation or warranty. This Agreement shall not be modified by any oral representation made before or after the execution of this agreement. All modifications must be in writing and signed by both 700Credit and the Client.
- 15. Client shall indemnify and hold harmless 700Credit, and each of its affiliated persons and entities, from and against any and all liability, losses, claims, damages, and expenses, including, but not limited to, attorneys' fees and court costs, arising from or in any way connected with any breach or claimed breach of the terms of this Agreement by Client or any third person, including any representation, warranty, covenant, or agreement herein including, without limitation, any improper publication or disclosure or other misuse of a credit report or information by Client or any third person or entity, including in violation of federal or state law.
- 16. This Agreement shall apply to, be binding upon and transfer to the benefit of the administrators, executors, legal representatives, assignees, successors in interest, principals, agents and assigns of 700Credit and Client. This Agreement shall be governed by and construed in accordance with California law.
- 17. Client must conform to the SUBSCRIBER CERTIFICATION OF COMPLIANCE pursuant to California Civil Code section 1785.14 (a). Client is not a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller"). Client issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale").
- 18. Client agrees to each of the forgoing terms. By signing below, the following person declares, attests and certifies under the laws of the United States and the state in which this Agreement is signed that all of the information set forth herein, and all of the information and documents provided with the application, are true and correct, and that the person signing has direct knowledge of these facts.
- 19. Client will obtain either (1) a signed authorization or (2) Written Instructions by Telephone (as set forth in this paragraph below) from each person on whom credit report is ordered (the "Subject"), prior to ordering a credit report on such Subject, and will maintain the authorization on file for audit and inspection. This requires Client to maintain a clear copy of photographic identification of each Subject along with the authorization for three years. During this period, Client will provide 700Credit with a copy of such authorization, or the original, as may be requested by 700Credit or its authorized representatives.

"Written Instructions by Telephone": 700Credit will allow Client to obtain "written instructions" over the telephone, provided that Client substantially complies with the following requirements, which are designed to comply with the Electronic Records and Signatures in Commerce Act: (a) Client will ask each consumer to confirm his or her consent to access such persons credit report for authentication purposes by asking the following: "You need to authorize [Client] to access your credit report in order to provide you the service. Please confirm your authorization to access your credit report for authentication purposes by pressing the [state required key(s)] now"; (b) The consumer must not be able to proceed in the process without affirmatively agreeing to allow access to his credit report as provided above; and (c) The record of the consumer's 'written instruction' by pressing the required key symbol(s) must be retained by Client in a form that is capable of being accurately reproduced for later reference by the parties.

Name : (Must Be Printed Or Typed)

Position: (Must Be Owner Or Authorized Officer)

Signature:

Date:



Experian Credit Scoring Services Agreement

Client understands and agrees to the following terms and conditions regarding the use of credit scores and reason codes obtained through 700Credit, LLC and **This Credit Scoring Services Agreement**, (“Agreement”), dated: _____, between _____ (“End User”) and 700Credit LLC (“Provider”)

WHEREAS, Provider is an authorized reseller of Experian Information Solutions, Inc. (“Experian”); and

WHEREAS, 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 and which, when applied to credit information relating to individuals with whom the End User contemplates entering into a credit relationship 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.

NOW, THEREFORE, For good and valuable consideration and intending to be legally bound, End User and Provider hereby agree as follows:

1. General Provisions

A. Subject of Agreement. The subject of this Agreement is End User’s purchase of Scores produced from the Experian/Fair, Isaac Model from Provider.

B. Application. This Agreement applies to all uses of the Experian/Fair, Isaac Model by End User during the term of this agreement.

C. Term Client agrees to use 700Credit for a minimum term of twelve (12) months. This agreement shall automatically renew for additional periods of twelve (12) months each, unless either party gives written notice to the other party at least 60 days in advance. This notice must be received by 700Credit via certified mail, fax or e-mail.

2. Experian/Fair, Isaac Scores

A. Generally. Upon request by End User during the Term, Provider will provide End User with the Scores.

B. Time of Performance. [[Provider terms]]

C. Warranty. Provider 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 there under. **THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES PROVIDER HAS GIVEN END USER WITH RESPECT TO THE SCORES, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, PROVIDER MIGHT HAVE GIVEN END USER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** 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.*).

D. Release. End User hereby releases and holds harmless Provider, Fair Isaac and/or Experian and their respective officers, directors, employees, agents, sister or affiliated companies, and any third-party contractors or suppliers of Provider, Fair, Isaac or Experian from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by End User resulting from any failure of **the** Scores to accurately predict that a United States consumer will repay their existing or future credit obligations satisfactorily.

3. Fees See Attached Fee Schedule

4. Intellectual Property

A. No License. Nothing contained in this Agreement shall be deemed to grant End User any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer programs utilized by Provider, Experian and/or Fair, Isaac or any third party involved in the delivery of the scoring services hereunder. End User acknowledges that the Experian/Fair, Isaac Model and its associated intellectual property rights in its output are the property of Fair, Isaac.

B. End User Use Limitations. By providing the Scores to End User pursuant to this Agreement, Provider grants to End User a limited license to use information contained in reports generated by the Experian/Fair, Isaac Model solely in its own business with no right to sublicense or otherwise sell or distribute said information to third parties. Before directing Provider to deliver Scores to any third party (as may be permitted by this Agreement), End User agrees to enter into a contract with such third party that (1) limits use of the Scores by the third party only to the use permitted to the End User, and (2) identifies Experian and Fair, Isaac as express third party beneficiaries of such contract.

C. Proprietary Designations. End User shall not use, or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other proprietary designations of Provider, Experian or Fair, Isaac or their respective affiliates, whether registered or unregistered, without such party’s prior written consent.

5. Compliance and Confidentiality

A. Compliance with Law. In performing this Agreement and in using information provided hereunder, End User will comply with all Federal, state, and local statutes, regulations, and rules applicable to consumer credit information and nondiscrimination in the extension of credit from time to time in effect during the Term. End User certifies that (1) it has a permissible purpose for obtaining the Scores in accordance with the federal Fair Credit Reporting Act, and any similar applicable state statute, (2) any use of the Scores for 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, and (3) 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 End User along with the Scores.

B. Confidentiality. End User will maintain internal procedures to minimize the risk of unauthorized disclosure of information delivered



hereunder. End User 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, End User 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 End User and while in transport between the parties. End User 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 written permission.

C. Proprietary Criteria. Under no circumstances will End User 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.

D. Consumer Disclosure. Notwithstanding any contrary provision of this Agreement, End User may disclose the Scores provided to End User 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, and (2) as clearly required by law.

6. Indemnification and Limitations

A. Indemnification of Provider, Experian and Fair, Isaac. End User will indemnify, defend, and hold each of Provider, Experian 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 End User of any obligations to be performed by End User under this Agreement, *provided that* Experian/Fair, Isaac have

given End User prompt notice of, and the opportunity and the authority (but not the duty) to defend or settle any such claim.

B. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL PROVIDER, EXPERIAN OR FAIR, ISAAC HAVE ANY OBLIGATION OR LIABILITY TO END USER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY END USER, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT END USER WAS ADVISED SUCH DAMAGES MIGHT ARISE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PROVIDER, EXPERIAN OR FAIR, ISAAC TO END USER EXCEED THE FEES PAID BY END USER PURSUANT TO THIS AGREEMENT DURING THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF END USER'S CLAIM.

7. Miscellaneous

A. Third Parties. End User acknowledges that the Scores results from the joint efforts of Experian and Fair, Isaac. End User further acknowledges that each Experian and Fair, Isaac have a proprietary interest in said Scores and agrees that either Experian or the Fair, Isaac may enforce those rights as required.

B. Complete Agreement. This Agreement sets forth the entire understanding of End User and Provider 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.

IN WITNESS WHEREOF, End User and Provider have signed and delivered this Agreement.

END USER

Name (Must Be Printed Or Typed):

Position (Must Be Owner Or Authorized Officer):

Signature:

Date:

PROVIDER

Name (Must Be Printed Or Typed):

Position (Must Be Owner Or Authorized Officer):

Signature:

Date:



TransUnion Fair Isaac ClassicSM Credit Risk Score Services Agreement

In order to receive the Fair Isaac ClassicSM Credit Risk Score in conjunction with credit information obtained from the credit database(s) of Trans Union LLC from 700Credit, LLC ("Reseller"), _____ ("Subscriber") hereby agrees to the following terms:

1. Based on an agreement with Trans Union LLC ("Trans Union") and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), Reseller has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Classic") 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 "Classic Score").
2. Subscriber, from time to time, may desire to obtain Classic Scores from Trans Union via an on-line mode in connection with consumer credit reports.
3. Subscriber has previously represented and now, again represents that it is an AUTOMOBILE DEALER and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA").
4. Subscriber certifies that it will request Classic Scores pursuant to procedures prescribed by Reseller from time to time only for the permissible purpose certified above, and will use the Classic Scores obtained for no other purpose.
5. Subscriber will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
6. Subscriber agrees that it shall use each Classic Score only for a one-time use and only in accordance with its permissible purpose under the FCRA.
7. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.
8. Subscriber recognizes that factors other than the Classic 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. Trans Union 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 Subscriber with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the Classic Score itself is proprietary to Fair Isaac, 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: (1) 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; or (2) as clearly required by law. Subscriber will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair Isaac and Trans Union's prior written consent
11. In the event Subscriber intends to provide Classic Scores to any agent, Subscriber may do so provided, however, that Subscriber first enters into a written agreement with such agent that is consistent with Subscriber's obligations under this Agreement. Moreover, such agreement between Subscriber and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Classic Scores for the sole benefit of Subscriber and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Classic Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair Isaac's prior written consent 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; or (b) as clearly required by law; (3) Such Agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Classic Scores; and (5) Such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise.
12. Subscriber acknowledges that the Classic Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.
13. Subscriber shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject.
14. The information including, without limitation, the consumer credit data, used in providing Classic 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 involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under this Agreement and/or as a result of Subscriber's use of Classic Scores and/or any other information or serviced provided under this Agreement.
15. Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's 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 used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated there under. Classic provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty-four (24) month period following



scoring relative to other individuals in Trans Union's database. 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.

- 16. THE WARRANTIES SET FORTH IN SECTION 15.1 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANS UNION 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, express or implied (including, without limitation, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR 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 aforesated LIMITATIONS OF LIABILITY, set forth above in SECTION 16,

APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER laws, REGULATIONS AND/OR judicial actions TO THE EXTENT SUCH DAMAGES RESULT FROM SUBSCRIBER'S BREACH, DIRECTLY OR THROUGH SUBSCRIBER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

- 19. ADDITIONALLY, NEITHER TRANS UNION 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 ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY SUBSCRIBER DURING THE TWENTY-FOUR (24) 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: (1) in the event of a breach of the provisions of this Addendum by Subscriber; (2) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and Reseller are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.

Name (Must Be Printed Or Typed):

Position (Must Be Owner Or Authorized Officer):

Signature:

Date:

Business Address:



Fee Schedule

| | |
|-----------------|--|
| Account: | |
|-----------------|--|

| | |
|------------------------------|--|
| Sales Representative: | |
|------------------------------|--|

700Credit Fees

| Product | Price |
|-------------------------------|---------|
| Account Setup Fee | waived |
| On-site Inspection (required) | \$75.00 |
| Monthly Minimum | \$50.00 |

700Credit Products

| Product | Price |
|--|--------|
| <input checked="" type="checkbox"/> OFAC Fees | |
| <input checked="" type="checkbox"/> OFAC Stand Alone | \$0.25 |
| <input type="checkbox"/> OFAC Credit Report Add On | |
| <input checked="" type="checkbox"/> FACTA | \$0.11 |
| <input type="checkbox"/> Credit Profile Summary | |
| <input type="checkbox"/> Auto Summary | |
| <input type="checkbox"/> Red Flag Id | |
| Red Flag Summary | \$0.25 |
| Red Flag Alerts/Hits | \$0.10 |
| Red Flag Verification Questions | \$1.00 |
| <input checked="" type="checkbox"/> ODA Fees | |
| <input checked="" type="checkbox"/> Equifax | \$0.25 |
| <input type="checkbox"/> Trans Union | |
| <input type="checkbox"/> Experian | |
| <input type="checkbox"/> Quick Application (price/month) | |
| <input type="checkbox"/> Adverse Action Letters | |
| <input type="checkbox"/> Monthly Subscription (local print only) | |
| <input type="checkbox"/> Mail House (price/letter) | |
| <input type="checkbox"/> Adverse Action Queue (price/letter) | |
| <input type="checkbox"/> California Score Disclosure | |

Trans Union

| Product | Price |
|---|--------|
| <input checked="" type="checkbox"/> Credit Report | |
| <i>Credit Report Add-On's</i> <small>(prod with a \$0 price and checked are included in credit report price)</small> | |
| <input checked="" type="checkbox"/> Scorecard Name: _____ | |
| <input type="checkbox"/> 2 nd Scorecard Name: _____ | |
| <input type="checkbox"/> Credit Summary | |
| <input type="checkbox"/> ID Manager (OFAC, Hawk, etc.) | |
| <input type="checkbox"/> Creditor Info | |
| <input checked="" type="checkbox"/> Colorado Surcharge | \$0.73 |

Experian

| Product | Price |
|---|------------|
| <input checked="" type="checkbox"/> Credit Report | |
| <i>Credit Report Add-On's</i> <small>(prod with a \$0 price and checked are included in credit report price)</small> | |
| <input checked="" type="checkbox"/> Scorecard Name: _____ | |
| <input type="checkbox"/> 2 nd Scorecard Name: _____ | |
| <input type="checkbox"/> Profile Summary | |
| <input type="checkbox"/> OFAC | |
| <input type="checkbox"/> Fraud Shield | Hit/No-Hit |
| <input type="checkbox"/> Direct Check | |
| <input checked="" type="checkbox"/> Colorado Surcharge | \$0.75 |
| <input checked="" type="checkbox"/> ID Check | \$1.75 |

Note: Federal, State & Out of Area surcharges may apply.

Signature

_____ Client Signature

_____ Date



Authorization To Verify Business Banking Account

Name of Company: _____

Name of Company on record with bank (if different): _____

Address of Company on record with bank: _____

Name of Bank: _____

How long has account been established? _____

Type of Account (i.e., Business Checking): _____

Area code and telephone number of bank: _____

I hereby certify that all of the above information is correct, and I hereby authorize 700Credit to verify my business banking account, and all information provided.

A photocopy or fax of this authorization is to be considered valid as an original.

Dated: _____

Company: _____

Name: _____

Position: _____

Signature: _____

For 700Credit use only:

All information confirmed.

By: _____

Date: _____



Letter of Intent Instructions

THE LETTER OF INTENT MUST:

1. BE PRINTED ON COMPANY LETTERHEAD.
2. BE SIGNED BY AN OFFICER, OWNER OR AUTHORIZED MANAGER OF THE COMPANY.
3. DESCRIBE THE NATURE OF THE COMPANY'S BUSINESS.
4. DESCRIBE THE INTENDED USE FOR THE SERVICES.
5. DESCRIBE THE ANTICIPATED MONTHLY VOLUME.
6. STATE WHETHER THE COMPANY ANTICIPATES ITS ACCESS TO BE PRIMARILY LOCAL, REGIONAL OR NATIONAL.

Sample Letter of Intent

[MUST BE PRINTED ON COMPANY LETTERHEAD]

[Date]

700Credit, LLC
2233 W. 190th Street
Torrance, CA 90504

Re: Letter of Intent

Dear 700Credit:

We are an AUTOMOBILE dealership and have a permissible purpose for obtaining consumer credit reports in connection with the sale or lease of AUTOMOBILES. We will access credit reports and consumer credit information for the above purpose only. Our anticipated monthly volume is _____. We anticipate our access to be primarily _____ [local, regional or national].

Very Truly Yours,

[Name]

[Position – Must be Officer, Owner or Authorized Manager]

[Company]