

## Attachment B

### **MANDATORY TERMS FOR EACH END USER (TURSS SUBSCRIBER) AGREEMENT**

This is the service agreement to use ShareAble® (“Service Agreement”). Your acknowledgement and agreement to these terms, as well as the Terms and Conditions of the internet site you are accessing (“Site”), are required to access and/or use TransUnion ShareAble. You agree to be legally bound by these terms. This Service Agreement is made and entered into as by and between TransUnion Rental Screening Solutions, Inc. (“TURSS”) and you/your company (“Subscriber,” “You” or “Property Owner”). In consideration of the promises and mutual covenants hereinafter set forth, TURSS and Subscriber hereto agree as follows:

1. **Scope of Agreement.** This Agreement applies to any of those information services which Subscriber may desire to receive from TURSS and which TURSS offers to Subscriber via this Site. Such information services shall herein be collectively referred to as “Services” and all information derived therefrom shall be collectively referred to as “Services Information.” Subscriber enters in this Agreement on behalf of itself and its affiliates under common ownership and control, all of which are referred to collectively as Subscriber.
2. **Subscriber’s business.** Subscriber certifies that it is utilizing the Services solely for assisting with making a residential or storage leasing decision.
3. **Consumer Reporting Services**
  - 3.1 **Consumer Report Information.** TURSS makes certain consumer report information services from consumer reporting databases, including but not limited to consumer credit reports, and criminal record reports (“Consumer Report Information”), available to its customers who have a permissible purpose for receiving such information in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto (“FCRA”). For the purposes of this Agreement, the term “adverse action” shall have the same meaning as that term is defined in the FCRA.
  - 3.2 **FCRA Penalties.** 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, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
  - 3.3 **Subscriber Certifications.** Subscriber certifies that it shall request Consumer Report Information pursuant to the written authorization of the consumer who is the subject of the Consumer Report Information. Subscriber certifies that each such written authorization will expressly authorize Subscriber to obtain the Consumer Report Information, and will contain at a minimum the subject’s name, address, social security number (where available) and signature. Subscriber shall use such Consumer Report Information solely for Subscriber’s exclusive one-time use and pursuant to the consumer’s written authorization and to use such information solely for assisting with making a residential or storage lease decision, and for no other purpose, subject however, to the additional restrictions set forth herein. Moreover, if requested by TURSS, Subscriber agrees to, and shall, individually certify the permissible purpose for each Consumer Report Information it requests. Such individual certification shall be made by Subscriber pursuant to instructions provided from time to time to Subscriber by TURSS. Nothing in this certification, or elsewhere in this Agreement, is intended to allow Subscriber to purchase Consumer Report Information for the purpose of selling or giving the report, or information contained in or derived from it, to the subject of the report, or to any other third party, and Subscriber expressly agrees to refrain from such conduct except where required by law.
  - 3.4 **All rental decisions to be made by Subscriber.** Subscriber acknowledges and agrees that all decisions of whether or not to rent property to a particular Applicant or Tenant, as well as the length of and terms of any such rental, will be made by Subscriber. TURSS shall have no liability to Subscriber or to any Applicant, Tenant, or other person or entity for any rental, or the failure to rent, to any Applicant or Tenant or the terms of any such rental, regardless of whether or not Subscriber’s decision was based on Consumer Report Information, public records, or other information provided to Subscriber by TURSS.
  - 3.5 **Compliance with Laws.** Subscriber shall be responsible for compliance with all applicable federal (including, but not limited to the FCRA) and state laws, rules, regulations and judicial actions, as now or as may become effective, to which it is subject.

3.6 Subscriber certifies it shall comply with all requirements related to the public record information ("Public Record Information") and other applicable data use restrictions ("Data Source Requirements") described at <http://rentalscreening.transunion.com/sites/default/files/RS-Data-Source-Requirements-Agreement.pdf>, which may be altered by TURSS from time to time, and certifies that any distribution of the Public Record Information or a Consumer Report shall comply with and contain the state-specific requirements described at <http://rentalscreening.transunion.com/sites/default/files/RS-Data-Source-Requirements-Agreement.pdf> which may be altered by TURSS from time to time.

#### **4. Ancillary Services**

4.1 Fraud Prevention Services. TURSS offers several fraud prevention services that evaluate inquiry input elements against other input elements and/or against proprietary databases, to identify potential discrepancies and/or inaccuracies. Fraud prevention service messages may be delivered with Consumer Report Information as a convenience, but are not part of a consumer's file nor are they intended to be consumer reports. In the event Subscriber obtains any fraud prevention services from TURSS in conjunction with Consumer Report Information or as a standalone service, Subscriber shall not use the fraud prevention services, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for credit or insurance, or employment, nor for any other purposes under the FCRA. Moreover, Subscriber shall not take any adverse action, which is based in whole or in part on the fraud prevention services, against any consumer. As a result of information obtained from the fraud prevention services, it is understood that Subscriber may choose to obtain additional information from one or more additional independent sources. Any action or decision as to any individual which is taken or made by Subscriber based solely on such additional information obtained from such additional independent source(s) shall not be deemed prohibited by this paragraph.

4.2 Scores. Subscriber may request, in writing, that TURSS provide Subscriber certain credit scores, which shall include ResidentScore, collectively referred to herein as "Score(s)," for Subscriber's exclusive use. TURSS agrees to perform such processing as reasonably practicable. Subscriber shall use Scores only in accordance with its permissible purpose under the FCRA certified at the time of its request for such Scores; and, may store Scores solely for Subscriber's own use in furtherance of Subscriber's original purpose for obtaining the Scores. Subscriber shall not use the Scores for model development or model calibration and shall not reverse engineer the Scores.

4.2.1 Adverse Action Factors. Subscriber recognizes that factors other than the Scores may be considered in making a decision as to a consumer. Such other factors include, but are not limited to, the credit report, the individual account history, application information, and economic factors. TURSS may provide score reason codes to Subscriber, which are designed to indicate the principal factors that contributed to the 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"). The Score itself, when accompanied by the corresponding reason codes, may also be disclosed to the consumer who is the subject of the Score. However, the Score itself may not be used as the reason for adverse action under Reg. B.

4.2.2 Confidentiality of Scores. Scores are proprietary to TURSS and without appropriate prior written consent, Scores may not be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except: (a) as expressly permitted herein; (b) to those employees of Subscriber with a need to know and in the course of their employment; (c) to those third party processing agents of Subscriber who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Subscriber and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (d) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (e) as required by law. Subscriber shall not, nor permit any third party to, publicly disseminate any results of the validations or other reports derived from the Scores without prior written consent.

4.2.3 Score Performance. Certain Scores are implemented with standard minimum exclusion criteria. TURSS shall not be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of any Subscriber requested changes to the exclusion criteria which result in normally excluded records being scored by such Scores. TURSS warrants that the scoring algorithms used in the computation of the scoring services, provided under this Agreement, ("Models") are empirically derived from credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the purpose of the Scores when applied to the population for which they were developed, and that no scoring algorithm used by a Score uses a "prohibited basis" as that term is defined in ECOA and Reg. B promulgated thereunder. Scores 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.

4.2.4 Scores without score factors / adverse action codes. Scores without score factors / adverse action codes may be made available to Subscriber in conjunction with Subscriber's request for Consumer Report Information. Subscriber hereby represents and warrants that when Subscriber requests Scores without score factors / adverse action codes, Subscriber shall not use such Scores, nor any information derived therefrom to take any adverse action as to any individual consumer.

4.2.5 Third Party Scores and Other Third Party Services. TURSS has the capability to offer scores derived from models built jointly with third parties, and other services provided by third parties, which are subject to additional warranties offered or terms imposed by such third parties. If desired by Subscriber, such third party scores and services shall be made available pursuant to separate agreement, which shall be appended as a schedule to this Agreement.

4.3 Subscriber Forms. TURSS may offer the ability to electronically maintain and make available to Subscriber, at Subscriber's request and direction, Subscriber's forms including, but not limited to, lease forms, lease addenda, and consumer correspondence. Subscriber acknowledges and agrees that it is Subscriber's obligation to ensure the accuracy and completeness of the forms and to ensure its compliance with all applicable laws related to the use of such forms. TURSS makes no representations or warranties as to the content or use of such forms.

4.4 Subscriber Access. Subscriber agrees that TURSS may store data provided to Subscriber hereunder on behalf of Subscriber to be used by Subscriber solely for audit or compliance purposes and for no other purpose. All data stored on behalf of Subscriber by TURSS shall be owned by Subscriber and may not be modified in any manner.

## **5. Additional Terms and Conditions**

5.1 Confidentiality. Subscriber shall hold all Services Information in confidence and shall not disclose the Services to any third party, except as required by law (i.e., an order of a court or data request from an administrative or governmental agency with competent jurisdiction) to be disclosed; provided however, that Subscriber shall provide TURSS ten (10) days prior written notice before the disclosure of such information pursuant to this Paragraph 3.9. However, this restriction shall not prohibit Subscriber from disclosing to the subject of the Consumer Report Information, who is the subject of an adverse action, the content of the Consumer Report Information as it relates to any such adverse action.

5.2 Safeguards. Each party shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") to (a) insure the security and confidentiality of personal information; (b) protect against anticipated threats or hazards to the security or integrity of personal information; and (c) protect against unauthorized access or use of personal information that could result in substantial harm or inconvenience to any consumer. When a consumer's first name or first initial and last name in combination with a social security number, driver's license or Identification Card Number, or account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account ("Personal Information"), is delivered to Subscriber, Subscriber shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information and to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure. Subscriber shall notify TURSS in writing as soon as practicable but in no event later than forty-eight hours after which Subscriber becomes aware of any potential and/or actual misappropriation of, and/or any unauthorized disclosures of, any information provided to Subscriber by TURSS, including, but not limited to theft, loss or interception of Consumer Report Information, unauthorized use of TURSS subscriber codes and passwords, unauthorized entry to the facilities where TURSS data may have been accessible, or unauthorized release of or access to TURSS data by an employee or Agent of Subscriber. Subscriber shall fully cooperate with TURSS in any communications to consumers regarding the data incident and mitigating, to the extent practicable, any damages due to such misappropriation and/or unauthorized disclosure. Such cooperation shall include, but not necessarily be limited to, allowing TURSS to participate in the investigation of the cause and extent of such misappropriation and/or unauthorized disclosure. Such cooperation shall not relieve Subscriber of any liability it may have as a result of such a misappropriation and/or unauthorized disclosure. Moreover, without TURSS's prior consent, Subscriber shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure of any such information provided to Subscriber.

- 5.3 Authorized Requests. Subscriber shall use the Services: (a) for its certified permissible purpose above to assist in making a residential or storage lease decision; (b) solely for Subscriber's exclusive one-time use; and (c) subject to the terms and conditions of this Agreement. Subscriber shall not request, obtain or use Services 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 Subscriber's own data, or otherwise in any service which is derived from the Services. Services shall be requested by, and disclosed by Subscriber to only Subscriber's designated and authorized employees having a need to know and only to the extent necessary to enable Subscriber to use the Services in accordance with this Agreement. Subscriber shall ensure that such Subscriber designated and authorized employees shall not attempt to obtain any Services on themselves, associates, or any other person except in the exercise of their official duties.
- 5.4 Third Party Intermediaries. In the event Subscriber will utilize a third party intermediary (e.g., Internet service provider or other network provider) for the purpose of receiving Services, Subscriber shall first enter into an agreement with such third party under which such third party acts solely as a network conduit for the delivery of the Services to Subscriber and which prohibits such third party from using, or otherwise accessing, the Services for any other purpose. Subscriber shall be solely liable for any actions or omissions of such third parties which result in a breach of this Agreement.
- 5.5 Rights to Services. Subscriber shall not attempt, directly or indirectly, to reverse engineer, decompile, or disassemble Services or any confidential or proprietary criteria developed or used by TURSS relating to the Services provided under this Agreement. Except as explicitly set forth in this Agreement, the entire right, title and interest in and to the Services shall at all times vest exclusively in TURSS. TURSS reserves all rights not explicitly granted to Subscriber under this Agreement.
- 5.6 Notwithstanding anything to the contrary in the Agreement, TURSS hereby grants a limited, non-exclusive, non-transferable license to the Public Record Information, and the Services derived from the Public Record Information, from TURSS and that the material content of the Public Record Information and the Consumer Reports delivered by TURSS may not be altered, edited, or otherwise changed without the prior written consent from TURSS.
- 5.7 Fees and Payments. The Subscriber is responsible for the full payment of the Services. Upon delivery of the Services, Subscriber will be responsible for immediate payment, and outstanding amounts may be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required, Subscriber shall pay all costs of collection, including reasonable attorney's fees.
- 5.7.1 In addition, in the event that TURSS's cost of rendering Services increases as a result of federal, state or local laws, ordinances or other regulatory, administrative or governmental acts, then TURSS may implement a surcharge subject to the following: (a) any surcharge will be applicable generally to TURSS's customers; and (b) any surcharge will be applied only to services pertaining to consumers in the geographic area so affected. A legislative surcharge is imposed on certain types of reports pertaining to consumers residing in the United States, and an additional surcharge is imposed on certain reports pertaining to only Colorado residents.
- 5.8 Term, Termination and Survival. The term of this Agreement shall commence upon the agreeing to the terms of this Agreement and shall remain in effect until terminated by any party hereto for any reason whatsoever.
- 5.8.1 With the exception of TURSS's obligation to provide Services under this Agreement, all provisions of this Agreement shall survive any such termination of this Agreement including, but not limited to, all restrictions on Subscriber's use of Services Information. Moreover, any such termination shall not relieve Subscriber of any fees or other payments due to TURSS through the date of any such termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such termination.
- 5.9 Limited Warranty. TURSS represents and warrants that the Services will be provided in a professional and workmanlike manner consistent with industry standards. TURSS DOES NOT WARRANT THE SERVICES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS. THE WARRANTY SET FORTH IN THIS SECTION 4.12 IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 5.10 Limitation of Liability. TURSS'S SOLE LIABILITY, AND SUBSCRIBER'S SOLE REMEDY, FOR VIOLATIONS OF THIS AGREEMENT BY TURSS OR FOR BREACH OF TURSS'S OBLIGATIONS SHALL BE THE CORRECTION OF ANY DEFECTIVE SERVICE OR THE REFUND OF FEES PAID FOR SAME.
- 5.10.1 IN NO EVENT SHALL TURSS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH 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 TURSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 5.10.2 ADDITIONALLY, TURSS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.
- 5.11 Notwithstanding anything to the contrary in the Agreement, use of Public Record Information, and the Services derived from the Public Record Information, from TURSS shall be subject to the following: THE PUBLIC RECORD INFORMATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURSS AND ITS DATA PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PUBLIC RECORD INFORMATION AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO. WITHOUT LIMITING THE FOREGOING, TURSS AND ITS DATA PROVIDERS DO NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PUBLIC RECORD INFORMATION AND SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY USE OF THE PUBLIC RECORD INFORMATION. Subscriber shall indemnify, defend, and hold harmless TURSS and its data providers, from and against any and all liabilities, damages, losses, claims, costs, fees, and expenses (including but not limited to reasonable attorney and expert witness fees and expenses) arising out of or related to Subscriber's use of the Public Record Information obtained from TURSS. Subscriber acknowledges and agrees that TURSS's data providers are a third party beneficiary of the provisions of this section, with right of enforcement.
- 5.12 Assignment and Subcontracting. Subscriber may not assign or otherwise transfer this Agreement, in whole or in part without the prior written consent of TURSS. TURSS may assign or transfer this Agreement to an affiliate or in the event of a purchase of substantially all of TURSS's assets or in the event of a corporate form reorganization (e.g., LLC to C-Corporation). Moreover, TURSS shall have the unrestricted right to subcontract the Services to be provided to Subscriber by TURSS under this Agreement; provided however, that such subcontracting shall not relieve TURSS of its obligations under this Agreement. The limited warranty and limitation of liability provisions set forth in this Agreement shall also apply for the benefit of TURSS's licensors, subcontractors and agents.
- 5.13 No Waiver. No failure on the part of either party to enforce any covenant, agreement, or condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of either party to enforce the same in the event of any subsequent breach by the other party.
- 5.14 Independent Contractors. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship.
- 5.15 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
- 5.16 Force Majeure. TURSS shall not be liable for any delay in performance or failure to perform under this Agreement if such delay or failure is caused by conditions beyond TURSS' reasonable control.
- 5.17 Audit Rights. During the term of this Agreement and for a period of five (5) years thereafter, TURSS may audit Subscriber's policies, procedures and records which pertain to this Agreement, to ensure compliance with this Agreement, upon reasonable notice and during normal business hours.

- 5.18 Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois, without reference to the choice of law principles thereof.
- 5.19 Notices. Subscriber acknowledges and agrees that any notice provided by TURSS to any electronic mail address provided by Subscriber shall suffice for proper notice under this Agreement. Additionally, all of Subscriber's communications or notices required or permitted by this Agreement shall be sufficiently given for all purposes hereunder if given in writing and delivered to TURSS (i) personally, (ii) by United States first class mail, (iii) by reputable overnight delivery service, (iv) by electronic mail, or (v) by facsimile. All notices delivered in accordance with this Section for TURSS shall be sent to the appropriate address or number, as set forth below:  
TURSS: TransUnion Rental Screening Solutions  
Attn.: Counsel for TURSS  
555 W. Adams St. Chicago, IL 60661
- 5.20 Trademarks. Both Subscriber and TURSS shall submit to the other party for written approval, prior to use, distribution, or disclosure, any material including, but not limited to, all advertising, promotion, or publicity in which any trade name, trademark, service mark, and/or logo (hereinafter collectively referred to as the "Marks") of the other party are used (the "Materials"). Both parties shall have the right to require, at each party's respective discretion and as communicated in writing, the correction or deletion of any misleading, false, or objectionable material from any Materials. Neither party shall remove any of the other party's Marks from any information materials nor reports provided to the other party and shall comply with the other party's instructions with respect to the use of any such Marks. Moreover, when using the other party's Marks pursuant to this Agreement, a party shall take all reasonable measures required to protect the other party's rights in such Marks, including, but not limited to, the inclusion of a prominent legend identifying such Marks as the property of the other party. In using each other's Marks pursuant to this Agreement, each party acknowledges and agrees that (i) the other party's Marks are and shall remain the sole properties of the other party, (ii) nothing in this Agreement shall confer in a party any right of ownership in the other party's Marks, and (iii) neither party shall contest the validity of the other party's Marks. Notwithstanding anything in this Agreement to the contrary, without the prior written approval of Subscriber, TURSS shall have the right to disclose to third parties Subscriber's marks in consumer credit reports containing Subscriber's account information.
- 5.21 By signing this Agreement, Subscriber acknowledges receipt of a copy of the Federal Trade Commission's "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA" and a copy of the Consumer Financial Protection Bureau's "Using Consumer Reports: What Employers Need to Know".
- 5.22 The individual executing this Agreement has direct knowledge of all facts certified and the authority to both execute this Agreement on behalf of Subscriber and bind Subscriber to the terms of this Agreement.
- 5.23 TruValidate Services.
- 5.23.1 In connection with the Services, Subscriber desires to obtain TransUnion's TruValidate Service pursuant to the following additional terms and conditions:
- 5.23.1.1 Subscriber and its employees shall comply with all applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act ("**GLB**"), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. § 2721 *et seq.*) ("**DPPA**") and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, and the Telephone Consumer Protection Act (47 U.S.C. § 227) ("**TCPA**"), Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, *et seq.*) ("**FCPA**"), the California Consumer Privacy Act, (California Civil Code §1798.100 *et seq.*) ("**CCPA**"), and similar and/or associated state laws and regulations. Subscriber and its employees, agent(s), or contractor(s) shall comply with relevant Federal and State laws regulating the collection, use, and retention of biometric information.
- 5.23.1.2 Subscriber shall comply with all terms and guidelines contained in TransUnion user guides and other related documentation (together, the "**Documentation**") provided by TransUnion in connection with the Services.
- 5.23.1.3 TransUnion and its affiliates may use the data that Subscriber provides only in connection with the Services and as may be provided by Service Agreement. TransUnion and its affiliates may not use such data for any other purpose.
- 5.23.1.4 With respect to each Subscriber request for TruValidate Services, Subscriber hereby certifies that Subscriber is the user of the Services and that Subscriber and its employees will request, obtain and use such Services only for the following GLB Permitted Use ("**Permitted Use**"):

- 5.23.1.4.1 To use in the normal course of business to verify the accuracy of information submitted by the consumer and if it is not correct, to obtain the correct information, but only to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.
- 5.23.1.5 Subscriber shall not request, obtain or use Services for marketing purposes nor for any purpose except as expressly provided for herein. Moreover, Subscriber shall not take any adverse action, which is based in whole or in part on the TruValidate Services, against any consumer. For the purposes of this Service Agreement, the terms “adverse action” and “consumer” shall have the same respective meaning as those terms are defined in the FCRA.
- 5.23.1.6 In no event shall Subscriber use any of the TruValidate Services, in whole or in part, as a factor in establishing an individual’s creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) (“FCRA”).
- 5.23.1.7 To the extent that any TruValidate Service contains, in whole or in part, Consumer Reports as defined in the FCRA, Subscriber certifies that it will request and use these Services solely for one of the permissible purposes certified in the Service Agreement. Subscriber may request and use Account Verification only subject to the written authorization of the subject consumer.
- 5.23.2 TransUnion hereby provides Subscriber a limited, nonexclusive, non-transferable, non-sub licensable, revocable license to use the TruValidate Services (together with all content therein, and all applications, programs, license keys, patches, updates, or upgrades provided by TransUnion, and any improvements, modifications, enhancements, fixes and revised versions of any of the foregoing, and any derivative works of any of the foregoing, and any combination of the foregoing, collectively defined herein as the “Software”, during the term of the applicable Service Agreements, solely for the purposes described herein and in the Documentation. As between the parties, TransUnion retains all right, title, and interest in and to the Software and Service and all copies and derivative works thereof, which rights include, but are not limited to, patent, copyright, trademark, trade secret, and all other intellectual property rights. TransUnion reserves all rights not expressly granted herein and, except as expressly granted in the Service Agreements or this Addendum, no right or license is granted to Subscriber hereunder, express or implied or by way of estoppel, to any technology or intellectual property rights.
- 5.23.3 Subscriber shall not, directly or indirectly, authorize any person or entity to: (i) sell, rent, lease, distribute, redistribute or transfer the TruValidate Services or any software development kit, as applicable, or any rights in any of the Software, or use the TruValidate Services in a hosted or managed services environment; (ii) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create or derive the source code of the TruValidate Services, or its structural framework; (iii) modify or create derivative works of the Software; (iv) use the TruValidate Services in whole or in part for any purpose except as expressly provided under this Agreement or in the Documentation; (v) remove any proprietary notice, labels, or marks on or in Software; or (vi) disable or circumvent any access control or related device, process or procedure established with respect to the Software. Subscriber may not use the TruValidate Services for illegal or unlawful or malicious activities.
- 5.23.4 Subscriber agrees that any performance agreements, uptime commitments, performance metrics, and service level commitments contained in the Agreement, any Service Agreement, or statement of work, shall not apply to TruValidate Services.

Entire Agreement. THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL EXHIBITS AND ATTACHMENTS HERETO, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN TURSS AND SUBSCRIBER AND SUPERSEDES ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, SOLELY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE ALTERED, AMENDED, OR MODIFIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

## Using Consumer Reports: What Employers Need to Know

When you use consumer reports to make employment decisions like hiring, promotion, reassignment, and retention, the Fair Credit Reporting Act requires you to take important compliance steps. Find out more about keeping your company within the law.

Your company has job vacancies to fill. You're also thinking about promoting some employees from within the company. You've winnowed down the stack of applications and resumes and want to run background checks through a third party company who is in the business of compiling background information.

Employment background checks also are known as consumer reports. They can include information from a variety of sources, including credit reports and criminal records.

When you use consumer reports to make employment decisions, including hiring, retention, promotion or reassignment, you must comply with the Fair Credit Reporting Act (FCRA). The Federal Trade Commission (FTC) enforces the FCRA.

### Complying with the FCRA

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You must take certain steps before you can get a consumer report, and before and after you take an adverse action based on that report.

#### Before You Get a Consumer Report

You must:

- Tell the applicant or employee that you might use information in their consumer report for decisions related to their employment. This notice must be in writing and in a stand-alone format. The notice cannot be in an employment application. You can include some minor additional information in the notice, like a brief description of the nature of consumer reports, but only if it does not confuse or detract from the notice.
- Get written permission from the applicant or employee. This can be part of the document you use to notify the person that you will get a consumer report. If you want the authorization to allow you to get consumer reports throughout the person's employment, make sure you say so clearly and conspicuously.
- Certify compliance to the company from which you are getting the applicant or employee's information. You must certify that you:
  - notified the applicant or employee and got their permission to get a consumer report;
  - complied with all of the FCRA requirements; and
  - will not discriminate against the applicant or employee or otherwise misuse the information, as provided by any applicable federal or state equal opportunity laws or regulations.

It's a good idea to review applicable laws of your state related to consumer reports. Some states restrict the use of consumer reports – usually credit reports – for employment purposes.

#### Before You Take an Adverse Action

Before you reject a job application, reassign or terminate an employee, deny a promotion, or take any other adverse employment action based on information in a consumer report, you must give the applicant or employee:

- a notice that includes a copy of the consumer report you relied on to make your decision; and

- a copy of A Summary of Your Rights Under the Fair Credit Reporting Act, which the company that gave you the report should have given to you.

Giving the person the notice in advance gives the person the opportunity to review the report and tell you if it is correct.

#### After You Take an Adverse Action

If you take an adverse action based on information in a consumer report, you must give the applicant or employee a notice of that fact – orally, in writing, or electronically.

An adverse action notice tells people about their rights to see information being reported about them and to correct inaccurate information. The notice must include:

- the name, address, and phone number of the consumer reporting company that supplied the report;
- a statement that the company that supplied the report did not make the decision to take the unfavorable action and can't give specific reasons for it; and
- a notice of the person's right to dispute the accuracy or completeness of any information the consumer reporting company furnished, and to get an additional free report from the company if the person asks for it within 60 days.

#### Investigative Reports

Employers who use "investigative reports" – reports based on personal interviews concerning a person's character, general reputation, personal characteristics, and lifestyle – have additional obligations under the FCRA. These obligations include giving written notice that you may request or have requested an investigative consumer report, and giving a statement that the person has a right to request additional disclosures and a summary of the scope and substance of the report. (See 15 U.S.C. section 1681d(a), (b)).

#### Disposing of Consumer Reports

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When you're done using a consumer report, you must securely dispose of the report and any information you gathered from it. That can include burning, pulverizing, or shredding paper documents and disposing of electronic information so that it can't be read or reconstructed.