



Quality Credit Data, Inc.

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Certification Form Credit Scoring Services Agreement

1. Client warrants that it has a “permissible purpose” under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from the Experian/Fair, Isaac Model, TransUnion/Empirica Model and Equifax/Beacon Model.
2. Client agrees to limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Scores or reason codes to third parties.
3. Client agrees to maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such Scores and reason codes will be held in strict confidence and disclose only to those of its employees with a “need to know” and to no other person.
4. A prohibition of the Client may not disclose the Score to the consumer whose credit information has been scored, and a statement that the Client acknowledges and agrees that the Score is the proprietary information of Experian/Fair, Isaac, TransUnion/Empirica, and Equifax/Beacon.
5. Client agrees to comply with all applicable laws and regulations in using the Scores and reason codes purchased from Quality Credit Data, Inc.
6. Client, its employees, agents or subcontractors, of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair Isaac and Company, TransUnion/Empirica, and Equifax/Beacon, or the affiliates of either of them, or of any other party involved in the provision of the Experian/Fair, Isaac Model, TransUnion/Empirica, and Equifax/Beacon without such entity’s prior written consent.
7. Client is prohibited from attempting in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair, Isaac, TransUnion/Empirica, and Equifax/Beacon in performing the Experian/Fair, Isaac Model, TransUnion/Empirica Model, and Equifax/Beacon Model.
8. Warranty. Experian/Fair, Isaac, TransUnion/Empirica, and Equifax/Beacon warrants that the Experian/Fair, Isaac Model, TransUnion/Empirica Model and Equifax/Beacon Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair, Isaac Model, TransUnion/Empirica Model, and Equifax/Beacon Model is applied is similar to the population sample on which the Experian/Fair, Isaac Model, TransUnion/Empirica Model and Equifax/Beacon Model was developed, the Experian/Fair Isaac Model, TransUnion/Empirica Model and Equifax/Beacon Model score may be relied upon by QUALITY CREDIT DATA, INC. and

/or Client to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Client. Experian/Fair Isaac, TransUnion/Empirica, and Equifax/Beacon further warrants that so long as it provides the Experian/Fair, Isaac Model, TransUnion/Empirica Model and Equifax/Beacon Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 U.S.C. Section 1691 et seq. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISAAC, TRANSUNION/EMPIRICA, AND EQUIFAX/BEACON HAVE GIVEN QUALITY CREDIT DATA, INC. AND/OR CLIENT WITH RESPECT TO THE EXPERIAN/FAIR, ISAAC MODEL, TRANSUNION/EMPIRICA MODEL AND EQUIFAX/BEACON MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, EXPERIAN/FAIR, ISAAC, TRANSUNION/EMPIRICA, AND EQUIFAX/BEACON MIGHT HAVE GIVEN QUALITY CREDIT DATA, INC. AND/OR CLIENT WITH RESPECT THERETO, INCLUDING FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. QUALITY CREDIT DATA, INC. and each respective Client's rights under the foregoing Warranty are expressly conditioned upon each respective client's periodic revalidation of the Experian/Fair, Isaac Model, TransUnion/Empirica Model, and Equifax/Beacon Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.).

9. The aggregate liability of Experian/Fair, Isaac, TransUnion/Empirica, and Equifax/Beacon shall be limited to each Client to the lesser of the Fees paid by QUALITY CREDIT DATA, INC. to Experian/Fair, Isaac, TransUnion/Empirica and Equifax/Beacon pursuant to Section (viii) of this Agreement for the Experian/Fair, Isaac Model, TransUnion/Empirica Model and Equifax/Beacon Model resold to the pertinent Client during the six (6) month period immediately preceding the Client's claim, or the fees paid by the pertinent Client to QUALITY CREDIT DATA, INC. under the Resale contract during said six (6) month period, and excluding any liability of Experian/Fair, Isaac, TransUnion/Empirica, and Equifax/Beacon for incidental, indirect, special or consequential damages of any kind.

Company Name: _____

Principle: _____ Date _____
(Signature)

Principle: _____
(Print)

Title: _____