

## ADDENDUM TO ONLINE SERVICE AGREEMENT

**WHEREAS**, the parties desire to amend the Online Service Agreement by and between the undersigned Customer and IntelliCorp Records Inc. for consumer credit products or services.

**NOW THEREFORE**, for good and valuable consideration by both parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

1. Subscriber is a \_\_\_\_\_ business type and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The Subscriber certifies its permissible purpose as:

\_\_\_ In connection with a tenant screening application involving the consumer; or

\_\_\_ For a legitimate business need in connection with a business transaction that is initiated by the consumer;

2. Subscriber certifies that Subscriber shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for Subscriber's exclusive one-time use. Subscriber 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 Subscriber'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 Subscriber only to Subscriber's designated and authorized employees having a need to know and only to the extent necessary to enable Subscriber to use the Consumer Reports in accordance with this Agreement. Subscriber 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.

3. Subscriber will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

4. 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.

5. Subscriber 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 Subscriber may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between IntelliCorp and its Subscriber for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through IntelliCorp, Subscriber shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.



6. With just cause, such as violation of the terms of the Subscriber’s contract or a legal requirement, or a material change in existing legal requirements that adversely affects the Subscriber’s agreement, IntelliCorp may, upon its election, discontinue serving the Subscriber and cancel the agreement immediately.

For those Subscribers that wish to receive TransUnion Scores as part of the consumer credit report being delivered, Subscriber shall agree to as follows:

- Subscriber will request Scores only for Subscriber’s exclusive use. Subscriber 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 Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person, except (i) to those employees of Subscriber with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors 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, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

Except as provided herein or modified hereby, all terms, covenants and conditions of the Online Service Agreement remain unchanged. To the extent any provision in this Amendment conflicts with any similar provision in the Online Service Agreement, the terms set forth on this Amendment shall control for consumer credit products or services. This Amendment may be executed in counterparts, each of which shall be deemed to be an original instrument, and all such counterparts shall together constitute the same document.

I certify that I have read the terms and conditions and; that I understand the significance, have direct knowledge of same; and have voluntarily signed my name on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IntelliCorp Records, Inc.

3000 Auburn Drive  
Suite 410  
Beachwood, Ohio 44122  
(216) 450-5200

\_\_\_\_\_  
SUBSCRIBER:

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

Print Name: Todd R. Carpenter

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

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

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

Title: President

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

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

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