



The Information Network
www.ACRAnet.com

For ACRAnet Use Only	
Company Name	_____
Subscriber #	_____

Credit Scoring Addendum

Client certifies that in using the FICO/VANTAGE Credit Scoring Models that:

- A. Client will only use the permissible purpose as outlined within the ACRAnet Client Service Agreement (hereinafter referred to as "Agreement") and the Application for Service in accordance with the FCRA to obtain the information derived from the Fair Isaac and Company Scoring Model (hereinafter referred to as "FICO") or the Vantage Scoring Model.
- B. Client will limit Client's use of the scores and reason codes solely to use in Clients own business with no right to transfer or otherwise sell, license, sublicense or distribute said scores or reason codes to third parties.
- C. Client will 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 disclosed only to those of its employees with a "need to know" and to no other person.
- D. Notwithstanding any contrary provision of the Agreement, Client may disclose the scores provided to Client under the Agreement to the consumer, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- E. Client will comply with all applicable laws and regulations in using the scores and reason codes purchased from ACRAnet.
- F. Client or any of its employees, agents or subcontractors will not use any trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of the Data Providers or Fair, Isaac and Company, or their affiliates without such entity's prior written consent.
- G. Client will not in any manner, directly or indirectly attempt to discover or reverse engineer any confidential and proprietary criteria developed or used by the Data Providers/Fair, Isaac in performing the FICO/Vantage Scoring Model.
- H. Client understands that Data Providers/FICO warrants that the FICO/Vantage Scoring Model are empirically derived and demonstrably and statistically sound and that to the extent the populations to which the FICO/Vantage Scoring Models are applied is similar to the population sample on which the FICO/Vantage Scoring Models were developed, the FICO/Vantage score may be relied upon by Client to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Clients. FICO/Vantage further warrant that so long as FICO/Vantage provide the FICO/Vantage 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 DATA PROVIDERS, FICO, OR VANTAGE HAVE GIVEN CLIENT WITH RESPECT TO FICO/VANTAGE SCORING MODELS AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, DATA PROVIDERS, FICO, OR VANTAGE MIGHT HAVE GIVEN CLIENT 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 each respective Client's periodic revalidation of the FICO/Vantage Scoring Model in compliance with requirement of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).
- I. Client agrees that the aggregate liability of the Data Providers/FICO to the Client to the lesser of the Fees paid by ACRAnet to the Data Providers/FICO for the FICO/Vantage Scoring Models 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 ACRAnet under the Agreement during said six (6) month period and excluding any liability of the Data Providers/FICO for incidental, indirect, special or consequential damages of any kind.

Company: _____

ACRAnet, Inc

Signature: _____

Signature: _____

Name of signor: _____
(Print or Type)

Name of signor: _____
(Print or Type)

Title: _____

Title: _____

Date: _____

Date: _____