



EXPERIAN FICO AGREEMENT

I understand and agree to the following terms and conditions regarding the use of credit scores and reason codes obtained through ScreeningONE and Experian.

1. Notwithstanding any contrary provision of this End User Agreement, End User may disclose the Scores provided to End User under this End User Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decision only.
2. Client agrees to comply with all applicable laws and regulations using the scores and reason codes purchased from Broker and certifies that it has permissible purpose under the Fair Credit Reporting Act to obtain said score information. Client agrees to limit its use of the scores and reason codes to its own business and will not sell, transfer, license or distribute said scores to third parties. Client agrees to maintain security procedures to minimize the risk of disclosure of said scores to employees without the need to know.
3. Client and its employees, agents or subcontractors will not use any 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 or the affiliates of either of them, or of any other party involved in the provision of the Experian/Fair Isaac Model without such entity's prior written consent.
4. Client will not in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair Isaac in performing the Experian/fair Isaac Model.
5. Client agrees that in the event of any payment that may be awarded to client for incidental, indirect, special or consequential damages is limited to lesser of the fees paid by ScreeningONE to Experian or the fees paid by client to ScreeningONE for the Fair Isaac scores for the preceding 6 months of service.
6. Warranty-Experian/Fair Isaac warrants that the Experian/Fair Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair Isaac Model is applied is similar to the population sample on which Experian/Fair Isaac Model was developed, the Experian/Fair Isaac Model score may be relied upon Broker and/or end Users to rank consumers in the order of risk of unsatisfactory payment such consumers might present to End Users. Experian/ Fair Isaac further warrants that so long as it provides the Experian/ Fair Isaac Model, it will comply with regulations promulgated from time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et.seq. The forgoing warranties are the only warranties Experian/Fair Isaac have given Broker and/or End Users with respect to the Experian/Fair Isaac Model and such warranties are in lieu of all other warranties, express or implied, Experian/Fair Isaac might have given Broker and or end Users with respect thereto, including, for example, warranties of merchantability and fitness for a particular purpose. Broker and each respective End User's rights under the foregoing Warranty are expressly conditioned upon each respective 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.).

Subscriber: _____

By: _____

Date: _____

Title: _____

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