

INCOME ESTIMATOR

These terms and conditions are incorporated by reference into the End User Agreement ("Income Estimator Addendum" or "Addendum"). The End User Agreement, attachments thereto, and these terms and conditions (collectively the "Agreement", as may be amended, supplemented and/or modified from time to time), constitute the entire agreement between Customer and Equation.

1. Equation Consumer Reports consist of marketing models that gauge a consumer's likelihood to engage in a certain behavior (e.g. to apply for, or open, a certain type of account) or estimate a consumer's income or debt-to-income. Such services include Predictive Triggers Models, Equation Propensity Models and Equation Income or Debt-to-Income Estimators, and CreditVision versions of these services, when available (collectively "Models").
2. The Models may be made available to Customer in conjunction with Customer's Prescreen and Account Review requests. Customer represents and warrants that when Customer requests Models in conjunction with its Account Review requests, Customer shall not use such Models, nor any information derived therefrom: (i) to take any adverse action as to any individual consumer; or, (ii) for any other reason including, but not limited to, in connection with the collection of an account.
3. Confidentiality of Scores. The Models generate Scores, which are proprietary to Equation and shall not be disclosed to any other third party without Equation's prior written consent, except as expressly permitted herein or where clearly required by law. In no event may Customer reverse engineer the Scores. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, or reproduced, and may never be disclosed, revealed or made accessible, in whole or in part, to any Person, except: (i) to those employees of Customer with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Customer who have a need to know in connection with Customer's use of the Scores as permitted hereunder and who have executed a written agreement that limits the use of the Scores by the third party only to the use permitted to Customer and contains the prohibitions set forth herein regarding reverse engineering and confidentiality; (iii) to governmental regulatory agencies; or, (iv) as required by law. Customer shall not, nor permit any third party to, publicly disseminate any results of the validations and/or other reports derived from the Scores without Equation's prior written consent. For the purpose of this Section 3, "Person" shall mean an individual, a partnership, a corporation, a limited liability company, a trust, a joint venture, an unincorporated organization and any Government Authority. For the purpose of this Section 3, "Government Authority" means any national, provincial, state, municipal, local or foreign government, ministry, department, commission, board, bureau, agency, authority, instrumentality, unit, or taxing authority thereof.