

COMMUNITY BASED FINANCIAL AID SERVICES

These terms and conditions are incorporated by reference into the End User Agreement ("Community Based Financial Aid Service 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. **Services.** Equation shall provide Community Based Financial Aid (as defined below) which estimates a household's eligibility for charity or government assistance programs using public information and household characteristics ("Community Based Financial Aid").
2. **Use of Services.** Customer represents and warrants that Customer's use of the Community Based Financial Aid shall be only for legitimate purposes, relating to its business and otherwise governed by this Exhibit.
 - a. *Permitted Use.* With respect to each Customer request for Community Based Financial Aid, Customer hereby certifies that Customer is the user of the Community Based Financial Aid and that Customer and its employees will request, obtain, and use such Community Based Financial Aid only for the following permitted uses:
 - i. to screen an individual for charity or government assistance program;
 - b. *Non-Permitted Use.*
 - i. Customer shall not use the Community Based Financial Aid for marketing purposes or for reselling or brokering the Community Based Financial Aid to any third party. Customer agrees that if Equation reasonably determines or suspects that Customer is engaging in marketing activities, reselling or brokering the Community Based Financial Aid information, programs, or data, or is otherwise violating any provision of this Exhibit, or any of the laws, regulations, or rules described herein, Equation may take immediate action, including terminating the delivery of, the Community Based Financial Aid. Customer may not use data to create a competing product. Customer shall not take any adverse action, which is based in whole or in part on the Community Based Financial Aid, against any consumer. For the purposes of this Exhibit, the terms "adverse action" and "consumer" shall have the same respective meaning as those terms are defined under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) ("FCRA"). ii. The Community Based Financial Aid do not constitute a Consumer Report. In no event shall Customer use Community Based Financial Aid, in whole or in part, as a factor in establishing an individual's creditworthiness. Customer certifies that it will not use any of the information it receives through Community Based Financial Aid for any of the following purposes:
 - a. in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of an existing credit account of a consumer;
 - b. for employment purposes;
 - c. in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency;
 - d. as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or
 - e. for any other purpose deemed to be a permissible purpose under the FCRA.
 - iii. Further, if Customer is using Community Based Financial Aid in connection with

collection of a consumer debt on its own behalf, or behalf of a third party, Customer shall not use Community Based Financial Aid:

1. to revoke consumer credit;
2. to accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer;
3. including in prioritization and segmentation activities, use Community Based Financial Aid for the purpose of determining a consumer's collectability; or
4. otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Customer obtains from a source other than Community Based Financial Aid.

3. **Census Bureau.** Certain materials provided through this service, including data and publications originating from the United States Census Bureau, are works of the United States Government and are not subject to copyright protection pursuant to Title 17 U.S.C section 105. Some publications or data tables within the Census Bureau's statistical compendia may contain copyrighted material from other companies or agencies. If you wish to reproduce, publish, or otherwise use this copyrighted material, you are responsible for obtaining any necessary permissions directly from the copyright holder. The Census Bureau's statistical compendia publications include, but are not limited to:

- a. Statistical Abstract of the United States
- b. County and City Data Book
- c. State and Metropolitan Area Data Book
- d. USA Counties