

IDENTITY AND PROPENSITY SERVICES ADDENDUM (FCRA)

These terms and conditions are incorporated by reference into the End User Agreement ("Identity and Propensity 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. Customer desires to obtain certain of Equation's fraud prevention products and services, which may include, but shall not be limited to, **Identity Verification ("Identity Verification")**, **Account Verification ("Account Verification")**, **Device Risk, which may include a mobile software development kit (together "Device Risk")**, **Identity Alerts ("Identity Alerts")**, **Account Opening Fraud Score ("Fraud Score")**, **Phone Verify ("Phone Verify")**, **Email Verify ("Email Verify")**, **ID Passcode ("ID Passcode")**, **Verified Prefill ("Verified Prefill")**, **Document Verification, which may include a mobile software development kit ("Document Verification")**, and/or **Authentication ("Authentication Services")** (collectively referred to herein as the "Identity and Propensity Services" or "IDENTITY AND PROPENSITY" and all information derived from the Identity and Propensity Services collectively referred to herein as "IDENTITY AND PROPENSITY Information"), pursuant to the following terms and conditions:

- (i) Customer and its employees shall comply with all applicable federal, state and local laws, statutes, rules and regulations including, but not limited to, Section (6802) (e) of the Gramm-Leach-Bliley Act ("GLB"), Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) and the United States Federal Trade Commission rules promulgated thereunder, all other applicable privacy laws, "do not call" laws, the Drivers Privacy Protection Act (18 U.S.C. Section 2721 *et seq.*) ("DPPA") and similar and/or associated state laws and regulations governing the use and disclosure of drivers' license information, and the Telephone Consumer Protection Act (47 U.S.C. § 227) ("TCPA"), Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78dd-1, *et seq.*) ("FCPA"), the California Consumer Privacy Act, (California Civil Code §1798.100 *et seq.*) ("CCPA"), and similar and/or associated state laws and regulations. Subscriber and its employee's, agent(s), or contractor(s) shall comply with relevant Federal and State laws regulating the collection, use, and retention of biometric information.
- (ii) Customer shall comply with all terms and guidelines contained in Equation user guides and other related documentation (together, the "Documentation") provided by Equation in connection with the Identity and Propensity Services.
- (iii) Equation and its affiliates may use the data that Customer provides pursuant to this Addendum only in connection with the Identity and Propensity Services and as may be provided by the terms and conditions that govern each Identity and Propensity Services. Equation and its affiliates may not use such data for any other purpose.
- (iv) With respect to each Customer request for Identity and Propensity Services, Customer hereby certifies that Customer is the user of the Identity and Propensity Services and that Customer and its employees will request, obtain and use such Identity and Propensity Services only for the following Permitted Use ("Permitted Use"):
 - To use in the normal course of business to verify the accuracy of information submitted by the consumer and if it is not correct, to obtain the correct information, but only to protect against or prevent actual fraud, unauthorized transactions, claims or other liability.
- (v) Customer shall not request, obtain or use Identity and Propensity Services for marketing purposes nor for any purpose except as expressly provided for herein. Moreover, Customer shall not take any adverse action, which is based in whole or in part on the IDENTITY AND PROPENSITY, against any consumer. For the purposes of this Agreement, the terms "adverse action" and "consumer" shall have the same respective meaning as those terms are defined in the FCRA.
- (vi) In no event shall Customer use Identity and Propensity Services, in whole or in part, as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment, nor for any other purpose under the Fair Credit Reporting

Act (15 U.S.C. §1681 et seq.) ("FCRA").

- (vii) To the extent that any Identity and Propensity Services contains, in whole or in part, Consumer Reports as defined in the FCRA, Customer certifies that it will request and use these Identity and Propensity Services solely for one of the permissible purposes certified in the Agreements. Customer may request and use Account Verification only subject to the written authorization of the subject consumer.

3. Customer shall keep all log-in identification codes (each a "User ID"), associated passwords, and other alphanumeric codes (each a "Password") used to access and obtain the Identity and Propensity Services or Identity and Propensity Services Information confidential and secure and shall be responsible for controlling the use of each such User ID and Password to access the Identity and Propensity Services or Identity and Propensity Services Information as authorized herein. In the event of any actual or suspected unauthorized use, misappropriation or other compromise of User IDs and/or Passwords, Customer shall promptly, but in no event later than forty-eight (48) hours after the discovery of any of the foregoing, notify TransUnion in writing at databreach@transunion.com or other such email address that TransUnion may communicate.

4. Customer shall implement, and shall take sufficient measures to maintain reasonable and appropriate administrative, technical, and physical security safeguards ("Safeguards") consistent with industry standards, and applicable law and regulatory guidance designed to: (i) ensure the security and confidentiality of non-public personal information as such term is defined under GLB ("NPI"); (ii) protect against anticipated threats or hazards to the security or integrity of NPI; and (iii) protect against unauthorized access, acquisition, or use of NPI.

5. In the event of any actual or suspected misappropriation or unauthorized use, access, acquisition, or disclosure of any NPI, Identity and Propensity Services, and/or Identity and Propensity Services Information, Customer shall, unless required by law, promptly, but in no event later than forty-eight (48) hours after the discovery of any of the foregoing, notify TransUnion in writing at databreach@transunion.com, or other such email address that TransUnion may communicate, and fully cooperate with TransUnion in mitigating any damages arising from such event. Such cooperation shall include, but not be limited to, allowing TransUnion to reasonably participate in the investigation of the cause and extent of such misappropriation or unauthorized use, access, acquisition, or disclosure. Such cooperation shall not relieve Customer of any liability it may have as a result of such a misappropriation or unauthorized use, access, acquisition, or disclosure. Customer agrees, that to the extent any such misappropriation, unauthorized use, access, acquisition, or disclosure, or other event is due to Customer's (including, without limitation, its Affiliates' employee's, agent's or contractor's) negligence, intentional wrongful conduct, or breach of this Addendum, Customer shall be responsible for any required notifications, consumer, public, or otherwise, and credit monitoring (with such credit monitoring provided by TransUnion or its Affiliates), and all costs associated therewith; provided, however, that other than except to the extent required to comply with applicable law, Customer shall make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation or unauthorized use, access, acquisition, or disclosure without TransUnion's prior written consent, and, with respect to any such notifications or credit monitoring offering required by applicable law(s), Customer shall not use any TransUnion name, trade name, trademark, service mark, or logo in any such notifications without the prior written approval of TransUnion.

6. Subject to the terms and conditions herein, TransUnion hereby provides Customer a limited, nonexclusive, nontransferable, non-sub licensable, revocable license to use the Identity and Propensity Services (together with all content therein, and all applications, programs, license keys, patches, updates, or upgrades provided by TransUnion, and any improvements, modifications, enhancements, fixes and revised versions of any of the foregoing, and any

derivative works of any of the foregoing, and any combination of the foregoing, collectively defined herein as the "Software", during the term of the applicable Service Agreement, solely for the purposes described herein and in the Documentation. As between the parties, TransUnion retains all right, title, and interest in and to the Software and Service and all copies and derivative works thereof, which rights include, but are not limited to, patent, copyright, trademark, trade secret, and all other intellectual property rights. TransUnion reserves all rights not expressly granted herein and, except as expressly granted in the Service Agreement, no right or license is granted to Customer hereunder, express or implied or by way of estoppel, to any technology or intellectual property rights.

7. Customer shall not, directly or indirectly, authorize any person or entity to: (i) sell, rent, lease, distribute, redistribute or transfer the Identity and Propensity Services or any software development kit, as applicable, or any rights in any of the Software, or use the Identity and Propensity Services in a hosted or managed services environment; (ii) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create or derive the source code of the Identity and Propensity Services, or its structural framework; (iii) modify or create derivative works of the Software; (iv) use the Identity and Propensity Services in whole or in part for any purpose except as expressly provided under this Addendum or in the Documentation; (v) remove any proprietary notice, labels, or marks on or in Software; or (vi) disable or circumvent any access control or related device, process or procedure established with respect to the Software. Customer may not use the Identity and Propensity Services for illegal or unlawful or malicious activities.

8. During the term of Service Agreements, TransUnion may, upon reasonable notice and during normal business hours, audit Customer's policies, procedures, and records which pertain to the Service Agreements to ensure compliance with the terms thereof.

2. Service-Specific Terms

- a. Identity Alerts. Customer's use of the Identity Alerts is subject to the Permitted Use certification above.
- b. Email Verify. In addition to the General Terms set forth above, if Customer would like to receive Email Verify services, the Service Agreements shall include terms substantially similar to the following:
 - i. Customer acknowledges that Email Verify services are obtained in part from third parties that provide data and/or services as part of the IDENTITY AND PROPENSITY ("Third Party Service Providers").
 - ii. CUSTOMER AGREES THAT EMAIL VERIFY SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EQUATION DOES NOT WARRANT THAT CUSTOMER'S ACCESS TO THE EMAIL VERIFICATION SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, EMAIL DELIVERABILITY WILL IMPROVE, OR THAT THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- c. Device Risk. In addition to the General Terms set forth above, if Customer would like to receive Device Risk services, the Service Agreements shall include terms substantially similar to the following:
 - i. The Device Risk service, which may also include a mobile software-development kit,

analyzes the attributes of a device or individual input elements, some of which may be governed by the GLB, used in a transaction, and provides a rating score and other attributes based on the data analyzed. Customer acknowledges that the Device Risk services are obtained in part from Third Party Service Providers.

- ii. Device Risk is being provided for Customer's internal purposes and Customer shall not: (i) interfere with or disrupt the integrity of performance of the Device Risk Services or the data contained therein; or (ii) attempt to gain unauthorized access to the Device Risk Services or related systems or networks. Customer shall: (a) promptly comply with any request from Equation to delete Device Risk Services information or documentation; and (b) promptly inform Equation if Customer becomes aware that any personal data connected with the Service Agreements is impermissibly accessed or used in violation of this Service Agreements.
 - iii. Customer shall not, and shall not permit any employee or third party to: (a) copy all or any portion of any Device Risk Services materials; (b) decompile, disassemble or otherwise reverse engineer the Device Risk Services; (c) modify, translate, or otherwise create any derivative works based upon the Device Risk Services; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Device Risk Services, or any materials derived therefrom, in whole or in part, to any third party; or (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the Device Risk Services.
 - iv. THE DEVICE RISK SERVICES INCLUDING, WITHOUT LIMITATION, ANY DEVICE RISK SERVICES MATERIALS, ARE PROVIDED AS IS. EQUATION AND ITS DEVICE RISK SERVICES SERVICE PROVIDERS HEREBY DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED (EITHER BY FACT OR BY OPERATION OF LAW), OR STATUTORY, RELATING TO THE DEVICE RISK SERVICES AND THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE PRACTICE. EQUATION DOES NOT WARRANT THAT THE DEVICE RISK SERVICES OR THE SOFTWARE WILL BE ERROR FREE, COMPLETELY SECURE, OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION. EQUATION MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ACCURACY OF INFORMATION CONTENT OR SYSTEM INTEGRATION, OR THE APPROPRIATENESS OF THE SOFTWARE FOR ANY PARTICULAR SYSTEM. THE DEVICE RISK SERVICES AND THE SOFTWARE ARE NOT FAULT TOLERANT AND ARE NOT DESIGNED NOR INTENDED FOR USE IN ANY ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THIS SECTION SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- d. Phone Verify and ID Passcode. In addition to the General Terms set forth above, if Customer would like to receive Phone Verify and ID Passcode, the Service Agreements shall include terms substantially similar to the following:
- i. Customer acknowledges that Phone Verify and ID Passcode are obtained in part from Third Party Service Providers.
 - ii. When utilizing ID Passcode, Customer shall provide its customers any and all disclosures or explanations required under law concerning the customers' utilization of ID Passcode, including, but not limited to, those disclosures regarding additional

data fees and text messaging and/or phone call rates. Customer shall obtain and secure any and all consents and authorizations from its customers that may be required by any law, rule or regulation in order to authorize the placement of an outbound, automated telephone call or text message. Customer agrees that Equation will in no way be liable for Customer's failure to provide such disclosures or explanations, or for failing to obtain all required consents and authorizations.

- iii. Customer shall not, and shall not permit any employee or third party to, use Phone Verify and/or ID Passcode to transmit Inappropriate Content. For purposes of this Exhibit, Inappropriate Content means any content which is: (a) unsolicited, including without limitation, unauthorized "bulk" messages; (b) a cause of the introduction or "viruses", "worms", "Trojan Horses", "e-mail bombs", "cancelbots" or other similar computer programming routines into Equation's or its service providers' platform; (c) unlawful; (d) infringes the intellectual program rights of any person; or (e) executes, initiates or causes "phishing" or social engineering activities.
- iv. THE PHONE VERIFY AND ID PASSCODE SERVICES INCLUDING, WITHOUT LIMITATION, ANY PHONE VERIFY AND/OR ID PASSCODE MATERIALS, ARE PROVIDED AS IS, AS AVAILABLE. EQUATION AND ITS PHONE VERIFY AND ID PASSCODE SERVICE PROVIDERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO PHONE VERIFY AND ID PASSCODE INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY THAT THE PROVISION OF PHONE VERIFY AND ID PASSCODE WILL BE UNINTERRUPTED OR ERROR-FREE, ANY WARRANTY NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE PRACTICE. EQUATION AND ITS PHONE VERIFY AND ID PASSCODE SERVICE PROVIDERS DO NOT WARRANT THAT PHONE VERIFY AND ID PASSCODE ARE ERROR-FREE. EQUATION AND ITS PHONE VERIFY AND ID PASSCODE SERVICE PROVIDERS DISCLAIM ALL WARRANTIES NOT EXPRESSLY SET FORTH HEREIN.
- e. Document Verification. In addition to the General Terms set forth above, if Customer would like to receive Document Verification services, the Service Agreement shall include terms substantially similar to the following:
 - i. Customer hereby acknowledges that in order to utilize the Document Verification services, Customer will collect from Customer's customer(s) certain information, as further described in the Documentation, which may include biometric information ("Document Verification Information"). Document Verification Information is Confidential Information pursuant to the Service Agreements.
 - ii. Where applicable, the Document Verification services may not be accessible or usable, in whole or in part, until Customer's relevant Document Verification accounts have been established and appropriately configured.
 - iii. Customer shall restrict access and use of the Document Verification services to machine-readable, executable, object-code form only.
 - iv. Customer is responsible for procuring and operating all computer systems, software, and telecommunications equipment and services required to meet the minimum technical specifications necessary for Customer's access and use of the Document

Verification services. Customer acknowledges that Customer may be unable to access or utilize some or all aspects of the Document Verification services unless such minimum technical specifications are met.

- v. The Document Verification services are being provided for Customer's internal purposes and Customer shall not: (i) interfere with or disrupt the integrity of performance of the Document Verification services or the data contained therein; or (ii) attempt to gain unauthorized access to the Document Verification services or related systems or networks.
- vi. Customer Hosted Document Verification services:
 - 1. Customer Hosted Services: If Customer receives and incorporates Equation mobile and/or web software development kits to utilize the Document Verification services, then prior to collecting any Document Verification Information from any of its customers, Customer shall obtain and secure any and all required consents and authorizations from its customer(s) ("Consent Records"). As part of obtaining such records, Customer must:
 - a. Notify its customer(s) as to the purpose for collecting the Document Verification Information and that such information will be shared with certain parties as needed to perform the Document Verification services; and
 - b. Obtain consent from its customer(s) allowing the collection, use, and storage of such Document Verification Information by Customer, Equation, and other third parties who process data to perform Document Verification services.
 - 2. Customer agrees to maintain any and all Consent Records in an electronic format for a period of five years and shall promptly make such electronic records available for inspection by Equation upon Equation's reasonable request. For the avoidance of doubt, Customer's obligations to store Customer Consent Records will survive termination of this Exhibit or any Service Agreement to which Document Verification is subject.
- vii. Equation Hosted Document Verification services
 - 1. If Customer utilizes the Document Verification services hosted by Equation on behalf of Reseller, then Equation will obtain and secure any and all required Consent Records described in Section 6.6 prior to collecting any Document Verification Information from any of Customer's customers.
- viii. Customer agrees to destroy, delete, and dispose of any Document Verification Information received from Equation as part of the Document Verification services within six months of receiving such information. Such destruction, deletion, and/or disposal of such consumer information shall be performed in a manner designed to reasonably prevent continued use of or unauthorized access to such consumer information.
- ix. THE DOCUMENT VERIFICATION SERVICE IS PROVIDED 'AS-IS' AND EQUATION AND ITS DOCUMENT VERIFICATION SERVICE PROVIDERS HEREBY DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED (EITHER BY FACT OR BY OPERATION OF LAW), OR STATUTORY, RELATING TO THE DOCUMENT VERIFICATION SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES THAT MAY ARISE

FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE PRACTICE. EQUATION DOES NOT WARRANT THAT THE DOCUMENT VERIFICATION SERVICES OR THE SOFTWARE WILL BE ERROR FREE, OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION. EQUATION MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ACCURACY OF INFORMATION CONTENT OR SYSTEM INTEGRATION, OR THE APPROPRIATENESS OF THE SOFTWARE FOR ANY PARTICULAR SYSTEM. THE DOCUMENT VERIFICATION SERVICES AND THE SOFTWARE ARE NOT FAULT TOLERANT AND ARE NOT DESIGNED NOR INTENDED FOR USE IN ANY ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. FOR THE AVOIDANCE OF DOUBT, EQUATION DOES NOT REPRESENT OR WARRANT TO CUSTOMER OR ANY CUSTOMER THAT THE DOCUMENT VERIFICATION SERVICES WILL IDENTIFY ALL SECURITY THREATS OR ANY PARTICULAR SECURITY THREAT, IDENTITY THEFT, OR FRAUD. THIS SECTION SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- x. Customer will defend and indemnify Equation and Equation's Third Party Service Providers against any third-party claims arising out of a breach of the obligations contained herein.
 - xi. Customer will not submit identifying documents from any member state of the European Union and/or the United Kingdom for the Services and that the Document Verification services will only be used for United States consumers.
 - xii. Customer acknowledges and agrees that Equation may from time to time amend the requirements that must be met by Customer for continued use of the Document Verification services.
3. Except as otherwise explicitly provided for in this Addendum, the terms and conditions of the Service Agreements shall continue to be in full force and effect. In the event of a conflict between the terms of the Service Agreements and the terms of this Addendum, the terms of this Addendum shall control.