

EXPERIAN CONSUMER SERVICES SCHEDULE

This Consumer Services Schedule ("Schedule") supplements the Experian Standard Terms and Conditions, dated _____ ("Agreement"), currently in place between Experian and Client.

1. Application. For the purposes of this Schedule, the term "Services" shall mean Experian's provision of services to Client which includes the supply of consumer credit information, account review services, identification information, generic scoring services, and other data services from information stored in one of Experian's consumer databases. Experian will provide Services to Client for the fees set forth in a pricing document signed by both parties that identifies the Services being ordered by Client and which incorporates this Schedule and the Agreement by reference.

2. Term. This Schedule shall commence on the Schedule Effective Date and continue in force without any fixed date of termination and either Client or Experian may terminate this Schedule upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, if a term is designated in a pricing document signed by both parties, such term will apply to this Schedule and Client shall have no right to terminate this Schedule upon thirty (30) days prior written notice with regards to the applicable Services.

3. FCRA Use. Client will request and use the Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 *et. seq.*, as amended (the "FCRA"). Without limiting the foregoing, Client certifies that Client will request and use the Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purpose" as defined by the FCRA; and (ii) transactions involving the consumer as to whom such information is sought and will not request or use such Services for purposes prohibited by law. Permissible purpose does not include the collection of debts not voluntarily incurred by the consumer unless those debts are judicially established by a court order or judgment. Client further certifies that it will comply with all requirements of the FCRA applicable to it. If Client has purchased a consumer report from Experian in connection with a consumer's application for credit, and the consumer makes a timely request of Client, Client may share the contents of that report with the consumer as long as it does so without charge and only after authenticating the consumer's identity.

4. Data Use Restrictions. Client agrees that it will not, either directly or indirectly, itself or through any agent or third party, without the prior written consent of Experian, request, compile, store, maintain, resell or use the Services (including any of the information contained in the Services) to build its own credit reporting database. Client shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers and transmits Services to its authorized employee users. Client shall, at a minimum, comply with Experian's standard access security requirements.

5. Inquiries. When accessing Services, Client certifies it will use reasonable measures to identify consumers and will accurately provide Experian with complete identifying information about the consumer inquired upon in the form specified by Experian. Client will enter all requested Client and type code information when requesting Services. Experian may use Client's inquiry data for any purpose consistent with applicable federal, state and local laws, rules, and regulations. Client will be responsible for installing the necessary equipment, software and security codes to prevent unauthorized access to an Experian database.

6. Data Contribution. If Client contributes information on its credit experience with consumers, including updates thereof, (collectively "Client Records") to Experian, Client agrees to make Client Records available to Experian at mutually agreeable times and format, in accordance with Section 623 of the FCRA. Client shall provide Client Records which are accurate to the best of its knowledge and shall promptly update and correct all known inaccurate information. Client shall provide Experian with written notice (i) if any information is disputed by a consumer, (ii) if the consumer closes the account; and (iii) not later than 90 days after furnishing the information, of the date of the commencement of the delinquency of an account which is placed for collection. Client shall bear the expense of preparing and delivering Client's Records to Experian. Experian may incorporate, at Experian's expense, Client Records into its credit reporting system. Information, once incorporated and merged with other contributed data, will be Experian's exclusive property. Client shall retain ownership in information used to compile its Client Records. At Experian's request, Client will promptly reinvestigate and verify the accuracy of Client Records. Experian may use Client Records for any purpose consistent with applicable federal, state and local laws, rules, and regulations; provided, however, that Experian will use reasonable commercial efforts not to release a list that specifically identifies individuals as Client's customers. Where applicable, Experian and the credit reporting industry expect all data contributors to report collection accounts as "paid collection" transactions when they are paid. This information should not be deleted unless required by law. Although this may seem like a valuable consumer service and helps Client collect on debt, it is a disservice to credit grantors for Experian to allow the deletion of this valuable collection information. For these reasons, if Client is deleting valid collection information, or charging fees to delete information, or both, Experian reserves the right to terminate this Agreement immediately and remove Client Records from Experian's credit reporting system.

7. Third Party Processors. In the event Client chooses to use a third party to perform certain data processing or model building services, the parties understand and acknowledge that the third party shall be acting on behalf of Client. Client will cause the third party to (i) handle, process, and possess all Experian provided data in accordance with this Agreement, and (ii) sign a Third Party Processor Undertaking form. Client shall provide Experian with the appropriate mailing instructions at least ten (10) days prior to the requested shipment date.

ALL CLIENTS MUST COMPLETE THIS SECTION

8. Point of Sale Certification. In compliance with Section 1785.14(a) of the California Civil Code, Client certifies to Experian that (i) Client IS IS NOT a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale"); (ii) if Client is a Retail Seller who issues Point of Sale credit, Client will instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person; and (iii) it will only use the appropriate subscriber code number designated by Experian for accessing consumer reports for California Point of Sale credit transactions conducted by Retail Seller. Client shall notify Experian within 24 hours of any change in Client's status as a Retail Seller.

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This Schedule, together with the applicable pricing document(s) and the Agreement as amended herein constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties.

Experian Information Solutions, Inc.	
By: <u>Heather Kichev</u>	Signature (Duly Authorized Representative Only)
Name: <u>Heather Kichev</u>	Print
Title: <u>Compliance Director</u>	
Schedule Effective Date: <u>July 1, 2020</u>	

County of Monterey
Print or Type Full Legal Name of Client

By: _____
Signature (Duly Authorized Representative Only)

Name: Mary A. Zeeb
Print

Title: Treasurer-Tax Collector

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INVESTIGATIVE CONSUMER REPORT EXHIBIT**

For each Investigative Consumer Report, requested of EBD by Client, Client agrees to and certifies to the following additional terms and conditions:

A. Client certifies that for each Investigative Consumer Report request of EBD, its permissible purpose is limited: [CHECK ALL THAT APPLY]

- to use the information for employment purposes.
- to use the information for serving as a factor in determining a consumer's eligibility for insurance or the rate for any insurance.
- to use the information in connection with the hiring of a dwelling unit, as defined in California Civil Code §1940, subdivision (c).

B. Client agrees to provide a keyword designated by EBD, or other method as directed by EBD, with each request for an Investigative Consumer Report if: a consumer is located in California; the rental property, if applicable, is located in California; the place of employment, if applicable, is located in California; or the rental or employment decision, if applicable, is made in California, in order to indicate that the report requested is an Investigative Consumer Report. Client understands and agrees that when providing a keyword, Client is requesting Services from EBD applicable to this Schedule. Each Investigative Consumer Report will include the following code in the comment section: "615" to notate that the report provided is an Investigative Consumer Report.

C. Also, Client understands and agrees that even if a keyword is not provided in accordance with Subsection B above, when using the Experian-designed subcode for the applicable permissible purpose(s) indicated above and requesting Services from Experian on a California consumer, Client is requesting Services from EBD applicable to this Schedule. Each Investigative Consumer Report will include the following code in the comment section: "ICRAA" to notate that the report provided is an Investigative Consumer Report.

D. Client shall not request an Investigative Consumer Report for a purpose other than what the Client has certified herein, and Client shall immediately notify EBD of its intent to change any purpose(s) for which it intends to use the Investigative Consumer Report.

E. Client shall comply with the following in its request for and use of the Investigative Consumer Report:

(1) If an Investigative Consumer Report is sought in connection with the underwriting of insurance, Client certifies that it shall comply with the following:

- (a) Client shall clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer, that an Investigative Consumer Report regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made. If no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the Investigative Consumer Report was first requested. The disclosure shall include the name and address of any investigative consumer reporting agency conducting an investigation, plus the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code §1786.22. Specifically, with respect to the Services provided by EBD, Client shall use the contact information provided to it by EBD.

(2) If an Investigative Consumer Report is sought for employment purposes other than suspicion of wrongdoing or misconduct by the subject of the investigation, Client certifies that Client shall request the Investigative Consumer Report from EBD only if all of the following apply:

- (a) Client has a permissible purpose, as selected above.
- (b) Client provides a clear and conspicuous disclosure in writing to the consumer at any time before Client requests the Investigative Consumer Report from EBD in a document that consists solely of the disclosure, that:
 - (i) An Investigative Consumer Report may be obtained.
 - (ii) The permissible purpose of the Investigative Consumer Report is identified.

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- (iii) The disclosure may include information on the consumer's character, general reputation, personal characteristics, and mode of living.
 - (iv) Identifies the name, address, and telephone number of the investigative consumer reporting agency conducting the investigation. Specifically, with respect to Investigative Consumer Reports provided by EBD, Client shall use the contact information provided to it by EBD.
 - (v) Notifies the consumer in writing of the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code §1786.22.
 - (vi) Notifies the consumer of the Internet Web site address of the investigative consumer reporting agency identified in clause (iv), or, if the agency has no Internet Web site address, the telephone number of the agency, where the consumer may find information about the investigative reporting agency's privacy practices, including whether the consumer's personal information will be sent outside the United States or its territories and information that complies with California Civil Code §1786.20, subdivision (d).
- (c) The consumer has authorized in writing the procurement of the Investigative Consumer Report.
 - (d) Client's request for an Investigative Consumer Report will not violate applicable federal or state equal employment opportunity laws or regulations.
 - (e) Client certifies, in addition to the requirements set forth herein, to EBD that (a) it will ensure that prior to procurement or causing the procurement of an Investigative Consumer Report for employment purposes: (i) a disclosure that complies with ICRAA and the FCRA; and (ii) the consumer has authorized in writing the procurement of the report by the Client; (b) in using an Investigative Consumer Report for employment purposes, before taking any adverse action based in whole or in part on the report, Client shall provide to the consumer to whom the report relates (i) a copy of the report; and (ii) a description in writing of the rights of the consumer as prescribed by the Bureau of Consumer Financial Protection ("Bureau") under the FCRA; and (c) information from the Investigative Consumer Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. Client acknowledges receipt of a copy of the Summary of Consumer Rights prescribed by the Bureau under Section 609(c)(1) of the FCRA and agrees to attach a copy of such Summary of Consumer Rights to each consumer report used for employment purposes as required by Section 604(b)(3)(A)(ii) of the FCRA.
- (3) If an Investigative Consumer Report is sought in connection with the hiring of a dwelling unit, as defined in California Civil Code §1949, subdivision (c), Client, not later than three days after the date on which the Investigative Consumer Report was first requested, shall notify the consumer in writing that an Investigative Consumer Report will be made regarding the consumer's character, general reputation, personal characteristics, and mode of living. The notification shall also include the name and address of the investigative consumer reporting agency that will prepare the Investigative Consumer Report and a summary of the provisions of California Civil Code §1786.22. Specifically, with respect to the Services provided by EBD, Client shall use the contact information provided to it by EBD.
- (4) Client certifies to EBD that Client, prior to requesting an Investigative Consumer Report from EBD, has made the applicable disclosures to the consumer as required above and in California Civil Code §1786.16, subdivision (a), and that Client shall comply with California Civil Code §1786.16, subdivision (b), as applicable.
- (5) Client shall provide a copy of the Investigative Consumer Report to the subject of the investigation, as provided in California Civil Code §1786.16, subdivision (b).
- (6) For purposes of ease, the requirements of California Civil Code §1786.16, subdivision (b), as in effect as of the Effective Date, are set forth below. Should California Civil Code §1786.16, subdivision (b) be revised or amended after the Effective Date, Client shall be responsible for complying with such updated provision(s).
- (7) Client shall:
- (a) Provide the consumer a means by which the consumer may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Investigative Consumer Report that is prepared. If the consumer wishes to receive a copy of the Investigative Consumer Report, Client shall send a copy of the Investigative Consumer Report to the consumer within three business days of the date that the Investigative Consumer Report is provided to Client by EBD. The notice to request the Investigative Consumer Report may be contained on either the disclosure form, as required by subdivision (a), or a separate consent form. The copy of the Investigative Consumer Report shall contain the name, address, and telephone number of EBD as the issuer of the Investigative Consumer Report and how to contact EBD with respect to Investigative Consumer Reports, EBD shall provide Client its contact information;

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- (b) Comply with California Civil Code §1786.40, if Client takes adverse action against the consumer for which the Investigative Consumer Report relates. Specifically, Client acknowledges and agrees to provide to consumers for whom an Investigative Consumer Report is provided, and in the adverse action cases, to include the contact information for EBD as provided by EBD to Client; and
- (c) Not use the contact information for Experian Information Solutions to satisfy any of its obligations related to the Services.

**EXPERIAN
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This Consumer Services Schedule Supplement ("Supplement") to the Consumer Services Schedule ("Schedule") supplements the Experian Standard Terms and Conditions dated _____ ("Agreement"), currently in place between Experian and Client.

Instructions. For each of the Services listed below that Client wishes to use, check the box to the immediate left of that Service. Client must check the box and sign below, before gaining access to these Services.

- Depersonalized (Coded) Data, Historical Validation.** Depersonalized Data means certain data about consumers possessed by Experian and retained for modeling and research purposes which has consumers' identifying information coded or masked. Upon Client's request, Experian will provide the Depersonalized Data that may also include a record identifier. Client certifies to Experian that Client has no known ability to, and will not seek to (a) link the Depersonalized Data or record identifier to the individual identity of the consumer, including but not limited to, name, address, social security number, or customer account number, whose credit data is contained in or used to prepare the Services, or (b) otherwise identify the individual identity of the consumer whose credit data is contained in or used to prepare the Depersonalized Data.
- Employment Insight.** Client certifies to Experian that (a) it will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes (an Employment Insight Report): (i) a clear and conspicuous disclosure has been made in writing to the consumer before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and (ii) the consumer has authorized in writing the procurement of the report by the Client; (b) in using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, Client shall provide to the consumer to whom the report relates (i) a copy of the report; and (ii) a description in writing of the rights of the consumer as prescribed by the Bureau of Consumer Financial Protection ("Bureau") under the FCRA; and (c) information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. Client acknowledges receipt of a copy of the Summary of Consumer Rights prescribed by the Bureau under Section 609(c)(1) of the FCRA and agrees to attach a copy of such Summary of Consumer Rights to each consumer report used for employment purposes as required by Section 604(b)(3)(A)(ii) of the FCRA.
- OFAC Name Matching.** The United States Treasury Department, Office of Foreign Asset Control ("OFAC") periodically makes available to Experian a file of specially designated nationals and blocked persons. Matching of names to the OFAC list is based on very limited identification information. A match does not necessarily indicate that the consumer about whom Client inquired is the same person referenced by OFAC. If Client chooses to use OFAC data, Client acknowledges that any adverse action taken by Client against a consumer must be taken based on Client's complete investigation of the consumer and not based solely on the OFAC information. Client shall from time to time identify which direct subcodes shall be used in connection with the OFAC product.
- Healthcare Pre-assessment.** For Services obtained for healthcare authentication purposes or pre-assessment for charity program, government assistance or fee discounting, Client certifies that it will obtain the consumer's written instructions specifically authorizing the use of the consumer report for such purposes. Client further certifies that it will not use the consumer report, in whole or in part, for any eligibility determination and Client will not take any adverse action decision including but not limited to the denial of medical services. Client acknowledges that the use of the consumer report for the purposes described is not intended to satisfy Client's compliance with any legal requirement.
- Child Support Certification.** Client certifies to Experian, with respect to any consumer reports requested from Experian under Section 604(a)(4) of the FCRA, that (1) the consumer report is needed for the purpose of establishing an individual's capacity to make child support payments, determining the appropriate level of such payments, or enforcing a child support order, award, agreement, or judgment; (2) the parentage of the consumer for the child to which the obligation relates has been established or acknowledged by the consumer in accordance with state laws under which the obligation arises (if required by those laws); and (3) the consumer report will be kept confidential, and will be used solely for the purpose described in (1) above, and will not be used in connection with any other civil, administrative, or criminal proceeding, or for any other purpose. Client further certifies that it is acting pursuant to part D of title IV of the Social Security Act (42 U.S.C. 651 et seq.) or pursuant to a court order, warrant or subpoena. (Note: If this certification is applicable to your situation, check the box to the left and the signatory below must be the head of a state or local child support enforcement agency or a governmental official authorized by the head of such agency.)
- Income and Asset Models.** Income InsightSM, Income Insight W2SM and Asset InsightSM (the "Income and Asset Models") use consumer credit to estimate a consumer's income and/or a consumer's assets. Client acknowledges that Experian does not obtain or verify consumer income data or consumer asset data. Client shall not use the Income and Asset Models, in whole or in part, as a basis for any adverse action involving the consumer. Client acknowledges that Client must determine if the Income and Asset Models are appropriate to meet compliance with any of Client's legal or regulatory requirements. If Client receives Debt-to-Income InsightSM Services, Client acknowledges the Debt-to-Income InsightSM calculation is created based on estimated income from the Income InsightSM model and the aggregated debt attribute(s) selected by Client. If Client receives Debt-to-Income Insight W2SM Services, Client acknowledges the Debt-to-Income Insight W2SM calculation is created based on estimated income from the Income Insight W2SM model and the aggregated debt attributes(s) selected by Client.
- Commercial Transactions.** Client certifies that it will request and use Experian consumer credit information provided to Client solely in connection with (a) a current commercial (i.e. not for personal, family or household purposes) credit transaction involving the individual on whom such information is sought, and only if the individual has given Client written instructions for the provision of such information or the individual is (i) the sole proprietor of an unincorporated business, (ii) a general partner in a partnership, or (iii) a personal guarantor of the business' obligation (and has provided to Client a copy of such written guaranty); or (b) to the extent approved in writing by Experian, a current non-credit commercial transaction involving the individual on whom such information is sought, and only if the individual has given Client written instructions for the provision of such information, and Client has a financial risk to which Client is exposed if it enters into an agreement with the business. Every inquiry Client makes on an individual will appear on such individual's Experian consumer credit report and will include Client's business name and address.
- Clear Early Risk ScoreSM.** Client agrees to use the Clear Early Risk Score solely for one or more of the following purposes to the extent permitted under the FCRA: in connection with a credit transaction involving the extension of credit to, or review or collection of an account of, the consumer; prequalification; tenant screening or analysis of coded data. Client shall not use the Clear Early Risk Score for insurance or any other purpose not authorized herein. Client acknowledges that the Clear Early Risk Score uses data from Experian and Clarity Services, Inc. ("Clarity"). Client authorizes Experian to provide Client's inquiry data to Clarity as necessary for the performance of the Services, which may be used for any purpose consistent with applicable federal, state, and local laws, rules, and regulations.
- BustOut Model.** The BustOut Model uses credit attributes within a consumer's credit file to estimate the propensity that the consumer will commit fraud by drawing down all available credit, ceasing payments, and abandoning an account. Client shall not use the BustOut Model, in whole or in part, as a basis for any adverse action involving the consumer--any adverse action taken against a consumer must be based on Client's own investigation and not on the BustOut score. Client acknowledges that Client must determine if the BustOut Model is appropriate to meet any compliance, legal or regulatory requirements Client may have.
- Place of Employment Triggers for Verification Purposes.** Client certifies that it has contracted with RNN Group ("RNN") for RNN to perform verification services of the data contained in the Place of Employment ("POE") Triggers, consistent with the terms of Client's agreement with RNN. Client agrees that it shall use the POE Triggers for the verification of the information contained therein, but certifies that it shall not use the POE Triggers, in whole or in part, as a basis for any adverse action involving the consumer.

This Supplement (including any applicable Pricing Addenda) and the Schedule, together with the Agreement as amended herein constitute the entire agreement between the parties with respect to the checked Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties with respect to the checked Services.

County of Monterey
Print or Type Full Legal Name of Client

By _____
Signature (Duly Authorized Representative Only)

Name: Mary A. Zeeb

Title: Treasurer-Tax Collector

Supplement Effective Date: 7-1-20