

**AGREEMENT FOR SERVICES  
(Subscriber Agreement)**

Experian ("Repository")

1. The undersigned, desiring to receive consumer credit information through certain software licensed by Freddie Mac to the undersigned (the "Software"), agrees that all consumer credit information received from Repository through the Software will be received subject to the following conditions:
2. Information will be requested through the Software only for our use and for use in connection with transactions in which we are involved. We will hold all consumer credit information in strict confidence, except to the extent that disclosure to others is required or permitted by law. We will request consumer credit information through the Software only in connection with existing residential loans and residential loan applications and will not request such information for employment purposes. We will prohibit employees from obtaining reports on themselves, associates or any other persons, except in the exercise of their official duties.
3. We agree to hold Repository and its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure or use of consumer credit information contrary to these conditions, by us, our employees or agents.
4. Recognizing that information is secured by and through fallible sources and that, for the fee charged, Repository cannot be an insurer of the accuracy of the information, we understand and agree that the accuracy of any consumer credit information furnished is not guaranteed by Repository, and we release Repository and its agents, employees, and independent contractors from liability for any negligence or gross negligence in connection with the preparation of such reports and from any loss or expense suffered by us resulting directly or indirectly from Repository's reports or those of Repository's affiliated companies.
5. All consumer credit information will be charged to the undersigned by Freddie Mac, which is responsible for paying Repository for the cost of the consumer credit information.
6. Written notice by either party will terminate this Agreement, but the obligations and agreements of the undersigned set forth in the second, third and fourth paragraphs above will remain in force. Repository agrees not to terminate this Agreement except (i) in the event we default materially, and the default is not cured within thirty (30) days after notice to us and to Freddie Mac (except in the event we violate applicable law related to the consumer credit information, in which event termination will be effective immediately upon notice to us and to Freddie Mac), or (ii) in the event of a termination of Repository's agreement with Freddie Mac regarding the furnishing of the consumer credit information through the Software. Additionally, if we fail to meet Experian's membership requirements, Experian may suspend our service immediately until such requirements are met.
7. We certify that we will request the Software to order consumer credit information constituting consumer reports, as defined by the Fair Credit Reporting Act, 15 U.S.C. Section 1681 *et seq.*, only (i) when intended to be used as a factor in establishing a consumer's eligibility for new or continued credit, (ii) for insurance or other underwriting purposes, or (iii) when intended to be used for purposes of reviewing an account, and that consumer credit information will be used by us for no other purpose. We certify that we will initiate a request for consumer credit information through the Software only for permissible purposes, as defined by the Fair Credit Reporting Act. It is recognized and understood that the Fair Credit Reporting Act provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as Repository] under false pretenses shall be fined under Title 18, United States Code, imprisoned not more than two years, or both."
8. We agree that, with regard to the operation of the terminal(s) or other equipment through which the consumer credit information is obtained, Repository shall not be liable for transmission distortion,

August 26, 2002

interruptions or failure or for any resulting incidental, indirect, consequential or special damages whatsoever.

9. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER FOR AN INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY, REGARDLESS OF HOW SUCH DAMAGES ARISE AND OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE. THE UNDERSIGNED AGREES THAT IT HAS RECEIVED NO WARRANTIES WITH RESPECT TO THE CREDIT INFORMATION, RECEIVED THROUGH THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. This Agreement constitutes the conditions governing the receipt of consumer credit information from Repository through the Software and no changes in this Agreement may be made except in writing of an officer of Repository. The undersigned is a duly authorized representative of Subscriber with all powers required to execute this Agreement.
11. By signing below, we acknowledge that we have read and understand this Agreement. Further, we acknowledge that we have read the Fair Credit Reporting Act and understand the Fair Credit Reporting Act requirements of users of consumer reports and the penalties for obtaining consumer report information under false pretenses.

**Subscriber:**

Signature: \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Firm or Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

If you are an existing Experian customer, please list your Complete Subscriber Number: \_\_\_\_\_