END USER AGREEMENT (TENANT SCREENING SERVICES)

This End User Agreement ("Agreement") is entered into by and between **Kredifi Inc.** ("Kredifi") and the entity or individual accepting these terms ("Client").

By accessing or using Kredifi's tenant screening services, Client agrees to comply with all terms set forth below.

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1. PURPOSE AND PERMISSIBLE USE

Client certifies that it will request and use consumer reports, investigative consumer reports, and credit scores (collectively, "Reports") **solely for permissible purposes** under applicable law, including tenant screening in connection with a residential lease transaction initiated by the consumer.

Client shall not use Reports for any purpose not expressly authorized by this Agreement or applicable law.

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2. COMPLIANCE WITH LAW

Client agrees to comply with all applicable federal, state, and local laws and regulations governing the use of consumer reports, including but not limited to the Fair Credit Reporting Act ("FCRA").

Without limitation, Client agrees to:

- Obtain all required authorizations from the consumer prior to requesting a Report
- Provide all required disclosures to the consumer
- Maintain records demonstrating compliance upon request

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3. CONFIDENTIALITY AND DATA SECURITY

Client shall:

- Maintain Reports in strict confidence
- Implement reasonable administrative, technical, and physical safeguards to protect Report data
- Restrict access to Reports to authorized personnel with a legitimate business need

Client shall not:

- Disclose, sell, transfer, sublicense, or otherwise distribute Reports or any information contained therein to any third party, except:
    - To the consumer (Report Subject) in connection with an adverse action
    - As required by applicable law

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4. USE AND RESTRICTIONS ON CREDIT SCORES

Kredifi may provide credit scores, including but not limited to the TransUnion Resident Score ("Scores").

Client agrees that:

- Scores are proprietary and confidential
- Scores shall be used solely for the permissible purpose certified by Client
- Scores shall not be disclosed to any third party, except as required by law
- Scores shall not be used as the sole basis for any decision without consideration of other relevant factors

Client acknowledges that Scores:

- May differ from scores used by lenders or other third parties
- Are not guarantees of creditworthiness
- Are based on data available at the time of the request

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5. ADVERSE ACTION REQUIREMENTS

If Client takes any adverse action based in whole or in part on information contained in a Report, Client shall comply with all applicable legal requirements, including:

- Providing the consumer with an adverse action notice
- Including the name, address, and telephone number of the consumer reporting agency
- Informing the consumer of their right to obtain a free copy of their report

- Informing the consumer of their right to dispute the accuracy or completeness of the information

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6. INVESTIGATIVE CONSUMER REPORTS

If Client requests an investigative consumer report:

- Client shall provide the required disclosure to the consumer within the legally required timeframe
- Client shall inform the consumer of their right to request additional details regarding the nature and scope of the investigation
- Client shall provide such information upon request as required by law

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7. CERTIFICATION OF PERMISSIBLE PURPOSE

Client certifies that for each Report requested:

- A permissible purpose exists
- The Report will be used only for that purpose
- The Report will not be used in violation of any applicable equal opportunity or anti-discrimination laws

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8. PROHIBITED USES

Client shall not:

- Use Reports for employment purposes unless separately authorized under applicable law
- Use Reports for marketing, prescreening, or resale
- Access Reports without a legitimate consumer-initiated transaction
- Misrepresent its identity or purpose in obtaining Reports

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9. RECORD RETENTION AND DISPOSAL

Client shall:

- Retain Reports only for as long as necessary to fulfill the permissible purpose
- Properly dispose of Reports in a secure manner in accordance with applicable regulations (e.g., shredding, secure deletion)

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10. AUDIT AND VERIFICATION

Kredifi reserves the right to:

- Audit Client's use of Reports
- Request documentation demonstrating compliance
- Suspend or terminate access for non-compliance

Client agrees to cooperate with any such audit.

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11. INDEMNIFICATION

Client agrees to indemnify, defend, and hold harmless Kredifi, its affiliates, officers, and employees from and against any claims, damages, losses, liabilities, or expenses arising out of:

- Client's misuse of Reports
- Client's violation of this Agreement
- Client's violation of applicable law

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12. TERMINATION

Kredifi may suspend or terminate Client's access immediately if:

- Client breaches this Agreement
- Kredifi reasonably believes Client is not in compliance with applicable law

Upon termination, Client shall immediately cease use of all Reports and securely destroy any retained data as required by law.

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13. NO WARRANTY

Reports and Scores are provided “as is” without warranties of any kind. Kredifi does not guarantee accuracy, completeness, or fitness for a particular purpose.

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14. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Kredifi shall not be liable for any indirect, incidental, consequential, or punitive damages arising from Client’s use of Reports.

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15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

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16. ACKNOWLEDGMENT

Client acknowledges that it has received and reviewed the “Notice to Users of Consumer Reports” as required under the FCRA and agrees to comply with all obligations contained therein.

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17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings relating to the subject matter herein.

By using Kredifi’s services, Client agrees to be bound by this Agreement.