

this section to assign this Agreement or to delegate or otherwise transfer in any manner any rights or obligations arising under it will be void.

7.2 Status of Processor. Processor acknowledges that it is not a consumer credit reporting agency or credit bureau as defined by the Fair Credit Reporting Act of 1970, 15 U.S.C. 1681, et seq., as amended.

7.3 Consent to Breach Not Waived. Neither Party will, by the lapse of time, and without giving written notice, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

7.4 Notices. Notices must be in writing, must be delivered according to clause (a) or (b) below, and must be delivered to Equifax, Attn: General Counsel, 1550 Peachtree Street, NW, Atlanta, GA 30309 and to Processor at the address set forth on the signature page of this Agreement, or to such other address as a party may designate by notice in accordance with this provision. All notices under this Agreement will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

7.5 Force Majeure. No Party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

7.6 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and may not be amended except by a written agreement that acknowledges modification of this Agreement, and that is signed by an authorized representative of Processor and Equifax. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

7.7 Severability. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Agreement, legal and enforceable.

7.8 Applicable Law. This Agreement will be governed solely by the internal laws of the State of Georgia, without regard to principles of conflicts of law.

7.9 Independent Contractor. Nothing in this Agreement creates a joint venture, partnership, principal-agent or mutual agency relationship between the parties. No party has any right or power under this Agreement to create any obligation, expressed or implied, on behalf of any other party.

7.10 Headings. The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date by their duly authorized representatives.

Equifax: Equifax Information Services LLC
1550 Peachtree Street NW
Atlanta, Georgia 30309

Processor: _____
Address: _____

Signed by: _____

Signed by: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____