



29W140 Butterfield Road Suite 105
Warrenville, Illinois 60555
Phone: 800-588-0052 Fax: 800-775-6402

AGREEMENT FOR SERVICE Fannie Mae

THIS AGREEMENT FOR SERVICE (“Agreement”) is entered into by and between _____ (“Client”), located at _____ and Credit Link, LLC (“Company”), located at 29W110 Butterfield Rd. Suite 105, Warrenville, IL 60555.

RECITALS

- A. Client desires to receive consumer credit reports including consumer creditworthiness scores (“Credit Reports”) and other consumer information (collectively, “Credit Information”) through the Fannie Mae MORENETPlus® Network (“Network”).
- B. Company is willing to provide Client access to the Credit Information through the Network pursuant to the terms of this Agreement. The information contained in the Credit Information is obtained from multiple national consumer credit information repositories and their contractual affiliates (“Repositories”), and is provided as a merged product through a third party vendor (“Vendor”).

AGREEMENT SECTION I CLIENT REQUIREMENTS

In order to obtain Credit Information pursuant to this Agreement, Client agrees to the following requirements, terms, and conditions:

- 1.1 **Client Eligibility Requirements.** In order to access Credit Information hereunder, Client shall satisfy the following eligibility requirements (“Eligibility Requirements”): Client must (a) be a licensee of Fannie Mae, in good standing and eligible to use Fannie Mae application software accessible via the Network (such as Desktop Underwriter®, Desktop Originator®, and Desktop Home Counselor®), and (b) be a residential mortgage lender or broker, mortgage insurance company, nonprofit mortgage counseling agency, or other entity directly involved in originating mortgage loans. Client represents, warrants, and covenants that it presently satisfies, and throughout the term of this Agreement will continue to satisfy, the Eligibility Requirements, and agrees to immediately notify Company if at any time it ceases to satisfy any of the Eligibility Requirements or, to Client’s knowledge, becomes likely to cease to satisfy such requirements.

- 1.2 In connection with pre-qualification or affordability analyses for taking applications in connection with actual or potential residential mortgage transactions involving the consumer subject of the Credit Information, and for no other purpose. Client will have a limited, nonexclusive license solely to display and use the Credit Information in accordance with the terms of this Agreement and the requirements of applicable law.
- 1.3 **FCRA.** Client is familiar with the Fair Credit Reporting Act, as amended, (“FCRA”), 15 USC 1681 et seq., and is aware that the FCRA provides that anyone “**who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than 2 years, or both.**” Client covenants that is will comply with the FCRA and all other applicable federal and state laws with respect to the use of the Credit Information received hereunder.
- 1.4 **Confidentiality.** Client understands that the Client Information is extremely sensitive and confidential information, and Client agrees to use such information solely for the permissible purposes set forth in Section 1.2 above, to hold all such in strict confidence, and not to sell or otherwise provide such information to any third party. Client agrees further that only authorized employees of Client with a “need to know” and who have received training regarding the FCRA and their obligations under this Agreement will have access to Credit Information. Client agrees that all equipment that Client uses in order to order or receive Credit Information will be placed in a secure location and only authorized employees will have access to such equipment. Client agrees to take all necessary measures to prevent any unauthorized access to, or use of, Credit Information by any person other than Client’s authorized employees, and will establish and enforce policies whereby Client’s employees are forbidden to obtain or use Credit Information for purposes not permitted under this Agreement or applicable law, and to ensure compliance with all the other requirements of this Section 1.4.
- 1.5 **Payment Terms.** To pay Credit Link upon receipt of statement for the services rendered during the previous month; payments shall be due within 30 days after receipt of the invoice. A \$50.00 one time set-up fee will be assessed to the first invoice. Past due amounts shall accrue interest at the rate of 1.5% per month. If collection efforts are required, Client shall pay all costs of collection, including, but not limited to, attorney’s fees.
- 1.6 **Indemnification.** Client agrees to indemnify and hold harmless Company, Vendor, Repositories and all of their respective agents, employees, and independent contractors on account of any demand, action, loss, cost, expense (including, without limitation, reasonable attorney’s fees and costs of litigation), damage, liability, penalty or claim (collectively “Claim”) arising or resulting in connection with Client’s breach of this Agreement, including, without limitation, the improper use, publication, or disclosure of Credit Information contrary to the terms of this Agreement or violation of applicable law by Client or any of its employees, agents, or independent contractors.

- 1.7 **Disclaimer.** NEITHER COMPANY, VENDOR, NOR ANY REPOSITORY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO ANY CREDIT INFORMATION OBTAINED HEREUNDER, OR SOFTWARE PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO (A) SUCH CREDIT INFORMATION, ITS ACCURACY, VALIDITY, OR COMPLETENESS OR THAT IT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, (B) SUCH SOFTWARE, THAT IT WILL BE FREE FROM ERRORS, AND (C) BOTH, THAT THEY WILL MEET CLIENT'S NEEDS, AND ALL SUCH PERSONS EXPRESSLY DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES.
- 1.8 **Release.** Recognizing that Credit Information is created by and through fallible human sources, and that for the fee charged, neither Company, Vendor, nor any Repository can be the insurer of the accuracy, validity, completeness of any Credit Information, Client understands and agrees that the accuracy, completeness, and validity of Credit Information obtained hereunder is not guaranteed by Company, Vendor, or any Repository. CLIENT RELEASES ALL SUCH PERSONS AND THEIR AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS FROM ANY AND ALL CLAIMS FOR ANY INACCURACY, INVALIDITY, OR INCOMPLETENESS OF ANY CREDIT INFORMATION PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR EXPENSE SUFFERED BY CLIENT OR ANY OTHER PERSON RESULTING DIRECTLY OR INDIRECTLY FROM ANY CREDIT INFORMATION PROVIDED HEREUNDER. IN NO EVENT WILL COMPANY, VENDOR, OR ANY REPOSITORY HAVE ANY LIABILITY TO CLIENT OR ANY OTHER PERSON FOR SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES RESULTING FROM (A) THE INACCURACY, INCOMPLETENESS, OR INVALIDITY OF ANY CREDIT INFORMATION, OR (B) ANY SOFTWARE PROVIDED IN CONNECTION WITH THIS AGREEMENT, EVEN IN THE EVENT THAT COMPANY, VENDOR, OR A REPOSITORY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 1.9 **Audit.** In order to monitor the Client's compliance with the terms of this Agreement, Client agrees to permit Company, Vendor, and their representatives to conduct reasonable audits from time-to-time of Client's procedures and practices in connection with such compliance. Client agrees to cooperate in connection with such audits and to make available all documents, employees, and information reasonably requested by the auditing party.
- 1.10 **Force Majeure.** Neither Company, Vendor, nor any other person shall have any liability to Client or any third party for any Claim in connection with any delay, interruption, or failure of performance providing Credit Information hereunder resulting from governmental emergency orders or regulations or judicial or other governmental actions; sabotage, riots, vandalism, labor strikes or disputes; acts of God; Network or other computer hardware or software transmission distortion, interruption, delay, or failure; acts or omissions of Fannie Mae or its agents or other third parties; or any other cause if such cause is beyond its reasonable control.

- 1.11 **Termination.** Notwithstanding the foregoing, this Agreement shall terminate automatically if Company's agreement with Vendor terminates, and Company may suspend or terminate this Agreement immediately (and Vendor may immediately suspend or terminate providing Credit Information to Client) if Client is in breach of any of its obligations hereunder in connection with ordering or using Credit Information or if Client ceases to satisfy any Eligibility Requirement. In the event of such termination, Client will have no further right to receive Credit Information or use any software provided in connection with this Agreement. The provisions of Sections 1.2, 1.4, 1.6, 1.7, 1.8, and 1.10 above, as well as any payment obligations of Client hereunder outstanding as of the date of termination, shall survive any termination of this Agreement.
- 1.12 **Third Party Beneficiaries.** Vendor is a third party beneficiary of all obligations of Client to it hereunder, and may enforce such obligations directly, to the same extent as if it were a direct party hereto.

AGREEMENT TO PROVIDE CREDIT INFORMATION

In reliance on Client's representations, warranties, and covenants in this Agreement, Company agrees to provide Credit Information to Client on the terms and conditions of this Agreement. This Agreement will be effective as of the date it is executed by Company as indicated below.

Credit Link, LLC

Company Name

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

INT- _____

Your INT Credit Link Account Number



FANNIE MAE PRICING SHEET

When accessing an Infile credit report through Credit Link internet access and assigning a Fannie Mae reference number you will be charged the Infile price with an added fee of \$1.00 for the Fannie Mae reference number.

All DU/DO files must be a **three bureau** report.

You will need to first select all 3 bureaus for the Infile and then **also** check the “Fannie” in order to get the Reference number from Fannie Mae.

You must manually select 3 bureaus as illustrated below :

CREDIT ORDER			
	X	P	T U E F
REPORT	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SCORE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
FRAUD	<input type="checkbox"/>	<input type="checkbox"/>	
FANNIE	<input checked="" type="checkbox"/>		
<input type="button" value="Order"/>			

REISSUE CHARGE - \$5.00 PER REPORT

Accessing Fannie Mae reports through DU/DO directly is an \$18.00 flat fee.



Freddie Mac Addendum

I would like to sign up for the Freddie Mac access Credit Link. This particular service requires the Freddie Mac TPO, or Seller / Servicer Number given to you from the LP services. I understand that I would still continue to pull LP files through the Freddie Mac website, and with this service a courtesy copy of all LP files will be placed on the Credit Link website as well.

My TPO Number : _____
(TPO = Third Party Originator Number)

Or

Seller / Servicer Number : _____

IMPORTANT

**One of the above numbers (TPO or Seller/Servicer) are REQUIRED to setup Freddie Mac service.
If you do not have a TPO or Seller / Servicer number, please contact
Freddie Mac at: 800-373-3343 to obtain one.**

My Credit Link Account Number is INT- _____

Company Name : _____

Authorized Signature : _____ Title: _____

Printed Name: _____ Date: _____