PORTFOLIO REVIEW PRODUCT ADDENDUM

This Portfolio Review Services Product Addendum (“Addendum”), effective as of the date of the last signature written below (“Addendum Effective Date”), is by and between Xactus, LLC, on behalf of itself and its subsidiaries and as successor-in-interest to Avantus, LLC, CIS Credit Solutions, Credit Plus Inc., Data Facts, Inc. and Universal Credit Services, (“Xactus”) and the Company identified below and is attached to and incorporated into the User Services Agreement by and between Xactus and Company (“Agreement”). All capitalized terms used herein shall have the meaning as set forth in the Agreement unless expressly indicated otherwise.

**1. Products and Services.** Subject to Company’s payment of the fees described below and Company’s compliance with the terms of this Addendum, the terms of the Agreement and the additional terms of use contained in Exhibits A , Xactus shall provide Company with the Services identified below and any data contained therein (collectively referred to as the “Services” and individually referred to as a “Report”). Xactus hereby grants Company a restricted license to use the Services solely for Company’s own internal business purposes. Company’s use of the Services shall be subject to the Equifax Requirements contained in the Appendices located at <https://xactus.com/files/xactus-appendices.pdf>.

⦁ Account Review Services described in the attached Exhibit A

**2. Delivery.** The Services shall be delivered to Company through a delivery method selected by Xactus, which may include delivery through a third-party service provider. The parties agree and acknowledge that Company may be subject to terms and conditions of a third-party service provider with respect to delivery of the Services to Company, which may include a separate registration process and/or fees. Xactus assumes no responsibility for or liability relating to the delivery of the Services via any third-party provider and any information separately provided by Company to such third-party provider during the registration or other access process relating thereto shall be considered by and between Company and such third-party provider and governed by the third-party provider’s terms and conditions and privacy policy and not the terms of this Agreement.

**3. Permitted Use.**

3.1 Company may only acquire the Services from Xactus if Company has entered into an Agreement (or, where applicable, a product addendum) with Xactus specifically governing the delivery of consumer credit reports (as defined by the FCRA) from Xactus to Company (“FCRA Services Agreement”).

3.2 If Company utilizes the services of a third-party technical provider or third-party processor (“TPP”), Company shall remain responsible for the use or possession of the Services by such TPP and for ensuring that such TPP complies with the terms of this Addendum and the Agreement, as applicable. Company shall remain responsible to Xactus and Xactus’ third-party licensors for the actions of such TPP including, but not limited to, its use or misuse of the Services (the information contained therein or derived therefrom). Upon Xactus’ request, Company shall provide Xactus with the identify of all TPPs.

4. **Fees**.Xactus reserves the right to revise or modify the fees charged for the Services at any time during the term of this Addendum upon notice to Company. All fees shall be due and payable by Company to Xactus in accordance with the terms of the Agreement, which Express Portfolio Review TU Pricing Schedule is attached hereto as Exhibit B and incorporated herein.

5. **Term**. Except as otherwise provided herein, this Addendum shall be effective as of the Addendum Effective Date continue in force until terminated by either party upon ten (10) days prior written notice mailed or delivered to the office of the other party. Xactus may terminate this Addendum without prior notice to Company if Xactus receives instruction from its third-party provider directing Xactus to suspend or terminate the Services.

***The undersigned certifies, represents and warrants that he/she is duly authorized to bind the Company to the terms, conditions and certifications of this Addendum and has direct knowledge of the facts certified in this Addendum.***

The parties hereto, through duly authorized representatives, have caused this Addendum to become effective as of the Addendum Effective Date.

**XACTUS:**

**Xactus, LLC**

**By**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**COMPANY**:

Bristol County Savings Bank

**By**: \_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name**: \_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**EXHIBIT A**

**Account Review Services**

1. **Description of Account Review Services.** Account Review Services utilize the information contained in applicable consumer credit database to monitor and report the credit-related activity and conditions of consumers.

1. Customer Portfolio Review is a service which reviews the credit related activity and conditions of Company’s customers using Company’s custom criteria and a computer tape from Company detailing the accounts to be reviewed.

2. PortfolioID Advantage is an account management tool that provides Company the ability to segment Company’s account base between low to high risk accounts.

3. PortfolioID Retention Triggers is an account management tool that is designed to quickly and accurately identify new risk to the credit file within Company’s portfolio.

1. **Terms of Use of Account Review Services.** The following terms and conditions apply to the Account Review Services.

1. Use of Service. Company agrees that it will use the Account Review Services only to determine future credit relationships with its customers and will properly advise its customers of the reasons for any adverse action taken.

2. No Cross-Selling. Company may not use Account Review Services consumer report information to make an unsolicited offer of a product to a consumer.

3. Cancellation of Program. If Company cancels an Account Review Services program prior to batch execution of the program, Company will pay Xactus its incurred data processing costs plus twenty five percent (25%) of Company’s contracted project minimum. If no contracted project minimum, Company agrees to pay Xactus $2,500.00. If Company cancels an Account Review Services program after the batch execution has started, Company will pay Xactus fifty percent (50%) of the total price of the canceled program. If Company cancels an account review program after batch execution has been completed, Company will pay Xactus 100% of the total price of the canceled program.

4. Data Attributes. Company may obtain certain additional items of information regarding consumers as agreed between the parties on a project-by-project basis in connection with Account Review Services.

5. Additional Terms for Account Review Services. The parties acknowledge that they have not addressed in this Agreement all of the terms and conditions that will apply to use of the Account Review Services. The parties agree that prior to use of any Account Review Services, the parties will agree on the additional terms and conditions and will record those agreements in writing on a program-by-program basis. Any terms in those subsequent writings that conflict with the terms and conditions of this Agreement will apply only to the specific program for which that writing was made, unless that writing expressly provides that its conflicting terms govern over the conflicting terms in this Agreement. All documents related to Account Review Services programs must be executed by both parties to be enforceable.

6. Destruction of Media. Company will establish the necessary procedures to purge the Project Data from its system in accordance with procedures the Agreement and will document the destruction of Project Data for audit purposes.

7. Project Minimums. All programs are subject to minimum prices that are set for all services.

**EXHIBIT B**

**A purple and white document with numbers and text

Description automatically generated**