Offers Place Addendum to MSA

The provision of Offers Place by Company to Client pursuant to the Offers Place terms and conditions set forth below (the "**Offers Place Terms**") shall be subject to the terms and conditions of the Master Services Agreement between Company and Client that governs the provision of the Platform and Platform Services (the "**MSA**") and any applicable Order. If these Offers Place Terms and the terms of the MSA or Order conflict or are inconsistent, these Offers Place Terms shall govern and control strictly as it relates to the provision of Offers Place provided by Company.

1. **Services Description.**
    a. The Offers Place Service allows Clients to Clients to surface advertisements, linked offers, recommendations, and other offers for financial or consumer products or services (collectively, "Offers") to Subscribers. Offers may be selected or ranked using limited consumer report information, subject to the requisite Consumer Authorization (as defined herein).
2. **Client Obligations.**
    a. Client will request Offers only for a Subscriber who has an open and existing account with Client. Before any request, Client will obtain Subscriber's clear, conspicuous, explicit written instructions authorizing use of that Subscriber's credit information solely to present Offers ("Consumer Authorization"). The Consumer Authorization must be presented upfront, separate from general terms, before any call-to-action, and without bundling any authorization for other uses or third-party sharing. Client will retain each Consumer Authorization for at least five years after the related request and provide it to Company promptly on request.
    b. Unless approved by Company in writing, Client will not, and will not permit any person to: (i) merge, commingle, or combine Offers Information with any other data, consumer report, credit information, or data-provider product; (ii) use it for a credit or insurance application, origination, underwriting, preapproval, prequalification, account review or collection, employment, eligibility decision, adverse action, or any purpose other than presenting the authorized Offer, even with separate consumer permission; (iii) reuse, sell, license, disclose, distribute, publish, archive, reproduce, modify, derive, reverse engineer, or make it available to any third party; (iv) export it outside the United States; or (v) use it to identify or target another creditor's or insurer's customers, tailor an Offer based on the presence of a particular creditor, insurer, tradeline, inquiry, or related criterion, or store information identifying a Subscriber as having an account with a particular creditor or insurer. Third-party disclosure requires the data provider's case-specific written approval and the Subscriber's authorization.
    c. Client exclusively determines and approves each Offer, targeting or eligibility criterion, placement, disclosure, communication, and call to action. Client is solely responsible for Offer content, accuracy, legality, fairness, substantiation, licensing, pricing, availability, delivery, fulfillment, servicing, cancellation, consumer support, third-party links and providers, and compliance with all laws governing consumer reports, privacy, data protection, advertising, marketing, telemarketing, unfair or deceptive acts or practices, fair lending, discrimination, intellectual property, and consumer protection. Client will not state or imply that Company or any data provider sponsors, recommends, guarantees, approves, or is the offeror or decision-maker for any Offer.
    d. Unless approved by Company in writing, Client may retain Offers Information for no more than sixty (60) days and only for the permitted use, after which Client will permanently delete it under a documented deletion process. Client will not retain screenshots, logs, archives, derived records, or other copies that permit reconstruction beyond the permitted sixty (60) day retention period.

3. **Sole Responsibility Assumption of Risk and Indemnification.**

    a. NOTWITHSTANDING ANY CONTRARY TERM IN THE MSA OR AN ORDER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT ASSUMES SOLE AND EXCLUSIVE RESPONSIBILITY, RISK, AND LIABILITY FOR EVERY OFFER SURFACED, DISPLAYED, LINKED, SELECTED, RANKED, COMMUNICATED, ACCESSED, ACCEPTED, DENIED, SERVICED, OR FULFILLED THROUGH OR IN CONNECTION WITH OFFERS PLACE, INCLUDING ALL ACTUAL OR ALLEGED CONSUMER, REGULATORY, COMMERCIAL, PRIVACY, CREDIT-REPORTING, FAIR-LENDING, DISCRIMINATION, ADVERTISING, INTELLECTUAL-PROPERTY, SECURITY, AND THIRD-PARTY-PROVIDER EXPOSURE.

    b. Client will indemnify, defend, and hold harmless Company, its Affiliates, its data and service providers, and each of their officers, directors, members, employees, agents, representatives, and vendors from and against every claim, demand, action, investigation, inquiry, order, fine, penalty, settlement, judgment, loss, liability, damage, cost, and expense, including reasonable attorneys' fees, arising out of or relating to: (i) any Offer or related product, service, link, provider, criterion, decision, communication, or transaction; (ii) Client's or its personnel's, agents', Affiliates', Subscribers', or providers' access to or use, misuse, disclosure, retention, or security of Offers Place or Offers Information; (iii) any Consumer Authorization or alleged failure to obtain, retain, honor, or evidence it; (iv) Client's breach of this Addendum, the MSA, an Order, Applicable Law, or a data-provider requirement; or (v) any allegation that an Offer or Client-provided content is inaccurate, misleading, unlawful, discriminatory, infringing, unavailable, or not honored or fulfilled.

    c. Client's obligations under this Section are independent of, uncapped by, and excluded from every limitation of liability, damages exclusion, exclusive remedy, or other risk allocation in the MSA or an Order, and apply whether a matter is asserted by a Subscriber, regulator, government authority, offer provider, Data Provider, or other person. This Section survives expiration or termination.