

Attachment B: Experian Terms of Use for Participating Agency Data and Product Usage for SNAP Earnings Verification Services

General Provisions for Data Use

Participating Agency shall herein mean the New York State Office of Temporary and Disability Assistance (OTDA).

Authorized User shall herein mean an OTDA employee, contractor, agent, or New York State local social service district (LSSD), or other entity that OTDA has authorized in its supervisory capacity pursuant to New York Social Services Law Section 20 to access the Service and the Data subject to the terms and conditions of this Attachment B.

Data Use Restrictions. PARTICIPATING AGENCY shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers and transmits Services to its Authorized Users. Specific services include Experian Verification for Government Benefits.

Inquiries. When accessing Services, PARTICIPATING AGENCY certifies it will use reasonable measures to identify consumers and will accurately provide Experian with complete identifying information about the consumer inquired upon in the form specified by EXPERIAN. EXPERIAN may use PARTICIPATING AGENCY inquiry data for any purpose consistent with applicable federal laws, rules, and pertaining to consumer credit reporting agency obligations.

Intellectual Property Rights. PARTICIPATING AGENCY acknowledges that EXPERIAN has expended substantial time, effort and funds to create and deliver the Services and compile its various databases. All data in EXPERIAN's databases and any other intellectual property that are part of the Services are and will continue to be EXPERIAN's exclusive property. The data that PARTICIPATING AGENCY provides to the EXPERIAN is owned by PARTICIPATING AGENCY and is housed in Experian's log files for regulatory compliance. Nothing contained in this Terms of Use Agreement shall be deemed to convey to PARTICIPATING AGENCY or to any other party any ownership interest in the intellectual property or data provided in connection with the Services; provided however, EXPERIAN hereby grants PARTICIPATING AGENCY and its Authorized Users a limited, non-exclusive, non-transferable, non-sublicensable, license to use the data and Services for its own internal business purposes in accordance with the terms and conditions of this Letter Agreement and applicable law.

Confidential Treatment. Under no circumstances will PARTICIPATING AGENCY and its Authorized Users resell or otherwise disclose to any other person, other than employees, Authorized Users or agents whose duties reasonably relate to the lawful business purpose for which the Services were obtained, any of the Services or data that EXPERIAN delivers to PARTICIPATING AGENCY and its Authorized Users. Both parties hereby acknowledge that the Services and/or data provided by either party to the other may include personal information pertaining to individual consumers, and requires that the parties treat such information responsibly and take reasonable steps to maintain appropriate confidentiality and to prevent unlawful dissemination or misuse by its employees, officers, agents or any other person with access to such information. The Services and data shall only be used as expressly authorized in

this Letter Agreement.

Compliance with Laws. PARTICIPATING AGENCY shall comply with all federal laws, rules regulations and decisions applicable to PARTICIPATING AGENCY and its Authorized Users use of the EXPERIAN's data and Services provided pursuant to this Terms of Use Agreement.

Notification of Security Breach. In the event that either party determines that physical and/or electronic safeguards that directly impact the Services being provided under this Letter Agreement have been breached, and that sensitive data shared under the Terms of Use Agreement has been obtained by persons and/or entities without authority to use or view such data. Both parties shall notify the other to the extent allowed by applicable law and/or law enforcement in writing, within 24 hours of discovery.

Warranty and Disclaimers. EXPERIAN warrants to PARTICIPATING AGENCY that EXPERIAN will use commercially reasonable efforts to deliver the Services in a timely manner. Because the Services involve conveying information provided to EXPERIAN by other sources, EXPERIAN cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services or the data contained in its various databases. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY EXPERIAN HAS GIVEN PARTICIPATING AGENCY WITH RESPECT TO THE SERVICES. EXPERIAN MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY EXPERIAN DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY EXPERIAN HEREUNDER, AND EXPERIAN HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

FCRA Compliance: Fair Credit Reporting Act ("FCRA") USE. PARTICIPATING AGENCY and its Authorized Users will request and use the Services strictly in accordance with the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et. seq., as amended (the "FCRA"). Without limiting the foregoing, PARTICIPATING AGENCY certifies that PARTICIPATING AGENCY and its Authorized Users will request and use the Services solely in connection with (i) a single credit transaction with a consumer, or, if applicable, for another "permissible purposes" as defined by the FCRA; and (ii) transactions involving the consumer as to whom such information is sought and will not request or use such Services for purpose prohibited by law. If PARTICIPATING AGENCY or its Authorized Users use the Services in any way related to collections, PARTICIPATING AGENCY acknowledges that permissible purpose does not include the collection of debts not voluntarily incurred by the consumer unless those debts are judicially established by a court order or judgment. PARTICIPATING AGENCY further certifies that it will comply with all requirements of the FCRA applicable to it PARTICIPATING AGENCY will not be purchasing consumer reports from the EXPERIAN in connection with a consumer's application for credit.

Verify Reports Requirements:

Permissible Purpose. PARTICIPATING AGENCY acknowledges that the Verification Reports are "consumer reports" as defined under the FCRA, and as such PARTICIPATING AGENCY and its Authorized Users will request and use the Verification Services solely in accordance

with the FCRA use and restrictions set forth in this Letter Agreement.

When requested by consumer, PARTICIPATING AGENCY shall provide, as applicable, EBD's contact information as provided to PARTICIPATING AGENCY. PARTICIPATING AGENCY and its Authorized Users shall not use the Verification Reports on behalf of or disclose the Verification Reports to a third party. If PARTICIPATING AGENCY and its Authorized Users are using the Verification Services, PARTICIPATING AGENCY and its Authorized Users shall obtain the written instructions of the consumer and comply with the terms set forth above in Written Instructions.

Consumer Information; Consumer Consent. PARTICIPATING AGENCY acknowledges and agrees that the delivery of the Verification Reports and any Payroll Data contained therein to PARTICIPATING AGENCY and its Authorized Users requires PARTICIPATING AGENCY and its Authorized Users to obtain consumer's explicit consent for the (i) collection of the Consumer Information and provision thereof to EBD (Experian Background Data, Inc. – an Experian affiliate) and Experian, and (ii) retention and use of Consumer Information by EBD and Experian as may be necessary for EBD to comply with its obligations under applicable law; in both (i) and (ii) for EBD to use the Consumer Information to access the Employer Services and collect and aggregate the Payroll Data to: (x) create the applicable Verification Reports and deliver to PARTICIPATING AGENCY and its Authorized Users, and (y) deliver the Payroll Data to EBD for use in accordance with all applicable laws, rules and regulations.

The provisioning of services to the Participating Agency and its Authorized Users after receiving the signed Terms of Use Agreement constitutes agreement and acceptance on behalf of Experian.

ACCEPTED AND AGREED BY PARTICIPATING AGENCY:

Name of Participating Agency (State Agency): NYS OTDA - _____

By: _____

Printed Name: _____

Title: _____

Date: _____