

PRODUCT SPECIFICATIONS FOR ON-SITE SCORED CREDIT CHECK

UPDATED: March 5, 2020

These Product Specifications describe the current functionality and certain dependencies of the above-referenced product center (the “Product Center”). Access to and use of the Product Center is governed by an underlying agreement and, as applicable, addendum (collectively, the “Agreement”) with RealPage, Inc. and, as applicable, its affiliates (collectively referred to herein as the “Provider” “we” or “us”). Capitalized terms used in these Product Specifications have the meanings provided in the Agreement unless otherwise defined herein.

Subject to the terms of the Agreement, these Product Specifications may be modified at any time. If we modify these Product Specifications, we will post the updated version at <http://www.specifications.controls.realpage.com> and update the “Updated” date above. We recommend that you review these Product Specifications periodically for any changes. Your continued access to or use of the Product Center will constitute your acceptance of the updated Product Specifications.

1. AUTHORIZED USERS AND PASSWORD

Provider will provide the licensee under the Agreement (“Licensee”) with a user name and password permitting Authorized Users to access the Product Center. Licensee is responsible for the protection and dissemination of such user name and password and for any activities or actions occurring under Licensee’s account or log-in credentials—including, without limitation, for any losses or damages resulting from the loss, theft or misuse of or failure to protect any such user name or password. Licensee will permit only Authorized Users to access the Product Center, will ensure that all Authorized Users comply with the terms and conditions set forth in the Agreement and herein, and will not permit any person that ceases to be an Authorized User to continue to use a user name or password.

2. OVERVIEW OF ON-SITE SCORED CREDIT CHECK

ON-SITE SCORED CREDIT CHECK offers a multitude of screening capabilities and options for lease risk measurement and reporting. Common combinations/elements for clients can include:

- ON-SITE SCORED CREDIT CHECK with OFAC Search
- On-Site AI Score
- On-Site Housing Court and Landlord/Tenant (L/T) Search
- ON-SITE SCORED CREDIT CHECK with OFAC and L/T
- ON-SITE SCORED CREDIT CHECK – Corporation
- On-Site FICO Score
- On-Site Renter Appeals
- On-Site Pre-Employment Screening
- On-Site RentBureau

Note: The ON-SITE SCORED CREDIT CHECK Product Center was not designed to store electronic protected health information, as defined by Section 160.103 of the HIPAA Regulations, 45 CFR Parts 160, under the Health Information Portability and Accountability Act Omnibus Final Rule released on January 17, 2013. Users should not use any feature of the ON-SITE SCORED CREDIT CHECK Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR ON-SITE SCORED CREDIT CHECK

This section outlines the major capabilities of ON-SITE SCORED CREDIT CHECK:

3.1. ON-SITE SCORED CREDIT CHECK with OFAC Search

- a. On-Site can source credit data from all three major bureaus (Experian, TransUnion, and Equifax).
 - (i) If the primary credit bureau query yields little or no information, then On-Site can “roll over” to an additional bureau.
 - (ii) The various bureaus’ data is reformatted to be consistent regardless of source.
- b. On-Site Score:
 - (i) The On-Site recommendation uses a weighted average model to produce a rental risk score and recommendation to rent.
 - (ii) All sources of data (income, free cash flow, credit history, alternative data, criminal background, housing court records) for each applicant are aggregated into the evaluation for the entire household.
 - (iii) Roommates, guarantors, dependents, and occupants (each with corresponding sets of reports and requirements, at the client’s option) are evaluated through a single score (0–10) and recommendation to rent.
 - (iv) The score produces an automated recommendation (Approve, Approve with Conditions, Decline) based upon the rental criteria specified by the client.
- c. OFAC Search:
 - (i) The U.S. Department of the Treasury’s Office of Foreign Assets Control maintains an ongoing registry of individuals who are barred from transacting business with persons or companies within the United States known as the Specially Designated Nationals and Blocked Persons List (aka, the terrorist watchlist).
 - (ii) An OFAC search is automatically included in On-Site screening and may also be configured to run independently of a credit check. It may also be run on corporate applicants.
 - (iii) Search results appear in On-Site rental reports as follows:
 - 1. No records found.
 - 2. Possible match: This results in an overall recommendation of Pending as well as a warning on the report.
 - 3. Record found (via a confirmed match): This results in a Decline recommendation.
- d. RealPage Rental History offers a database of actual rental payment history records that includes positive and negative data, such as on-time payments, proper notice, late fees, and collections.

3.2. On-Site AI Score

- a. AI Score
 - (i) The artificial intelligence-based scoring algorithm for On-Site utilizes machine-learning, statistical techniques and behavioral data to predict the willingness of the applicant to pay.
 - (ii) Roommates, guarantors, dependents, and occupants (each with corresponding sets of reports and requirements, at the client’s option) are evaluated through a single score and recommendation to rent.
 - (iii) The score produces an automated recommendation (Approve, Approve with Conditions, Decline) based upon the rental criteria specified by the client.

- b. RealPage Rental History offers a database of actual rental payment history records that includes positive and negative data, such as on-time payments, proper notice, late fees, and collections.
- 3.3. On-Site Housing Court and Landlord/Tenant (L/T) Search
- a. On-Site housing court and eviction search includes landlord/tenant court actions from states throughout the U.S.
 - b. Known aliases and addresses are screened for every applicant.
 - c. BOTH filing and judgment data are included.
 - d. When a money judgment and collection from a property manager is identified on the credit bureau report, On-Site highlights it and weighs it as if it came from a courthouse.
- 3.4. ON-SITE SCORED CREDIT CHECK with OFAC and L/T
- a. Detailed in sections 3.1 and 3.3 above.
- 3.5. ON-SITE SCORED CREDIT CHECK – Corporation
- a. The On-Site corporate screening process uses the same workflow and interface as the one for individuals.
 - b. Experian is the primary provider of corporate credit requests, although Dun & Bradstreet is available upon client request. The On-Site research team completes optional reference verifications.
 - c. Corporate credit inquiries must be performed manually and accessed directly from the respective corporate credit provider by an On-Site Client Services representative.
 - d. On-Site converts the bureau’s risk score into a correlated On-Site risk score to preserve parity and context when evaluating lease risk.
 - e. The report is delivered online, and average turnaround time is 40 minutes.
 - f. Corporate credit inquiries can only be performed on companies headquartered in the U.S.
- 3.6. On-Site FICO Score
- a. The FICO scoring system is independent of the credit bureaus. Each credit bureau sends its credit data to FICO, which, in turn, produces and delivers the score.
 - b. On-Site typically does not include the FICO score in the rental report unless requested by a client at an additional cost.
 - c. The FICO score does NOT factor into the On-Site rental score or AI Score.
- 3.7. On-Site Renter Appeals
- a. Appeals are ONLY for explaining accurate criminal backgrounds (not a dispute).
 - (i) Appeals are reviewed by clients (not On-Site).
 - (ii) An applicant may only submit ONE appeal.
 - b. If an applicant is declined by a property due to criminal history, then the applicant may visit the Renter Relations Help Center in On-Site to submit an appeal to the client.
 - c. An appeal consists of:
 - (i) A text statement.
 - (ii) Uploaded documentation.
 - d. Both the statement and documentation should show “relevant mitigating information beyond that contained in an individual’s criminal record.”
 - (i) The U.S Department of Housing and Urban Development (HUD) provides additional definition/examples of “mitigating information.”

3.8. On-Site Pre-Employment Screening

- a. Consists of a credit check with a terrorist search, sex offender search, and criminal background search.

3.9. On-Site RentBureau

- a. RentBureau is a subsidiary of Experian and collects/provides lease performance history as reported from property management software systems.
- b. RentBureau data includes collections data that might not show up on a standard credit report.
- c. It can also provide positive lease performance information for renters who have otherwise limited credit information, such as international applicants.
- d. RentBureau data is also used to assist On-Site in completing rental history verifications.

4. CALIFORNIA CONSUMER PRIVACY ACT OF 2018 (“CCPA”) DATA PROCESSING STATEMENT

This CCPA Data Processing Statement applies to “Personal Information” of a “Consumer” as those terms are defined under the CCPA (referred to hereafter as “Personal Data”) that RealPage processes in the course of providing services under the Product Center (“Services”) governed by the Agreement to Customer.

RealPage understands the terms in this CCPA Data Processing Statement and agrees to comply with them. The terms of this CCPA Data Processing Statement will prevail in connection with the purpose and scope of this CCPA Data Processing Statement over any conflicting terms in the Agreement.

- 4.1. Customer’s Role. The Customer is a for profit entity that determines the purpose and means of processing Personal Data. Customer will provide Personal Data to RealPage solely for the purpose of RealPage performing the Services.
- 4.2. RealPage’s Role. RealPage shall provide the Services and process any Personal Data in accordance with the Agreement. RealPage may not retain, use, or disclose Personal Data for any other purpose other than for providing the Services and in performance of the Agreement.
- 4.3. Data Processing, Transfers, and Sales. RealPage will process Personal Data only as necessary to perform the Services, and will not, under any circumstances, collect, use, retain, access, share, transfer, or otherwise process Personal Data for any purpose not related to providing such Services. RealPage will refrain from taking any action that would cause any transfers of Personal Data to or from RealPage to qualify as “selling personal information” as that term is defined under the CCPA.
- 4.4. Sub-Service Providers. Notwithstanding the restrictions in Section 2.3, Customer agrees that RealPage may engage other Service Providers (as defined under the CCPA), to assist in providing the Services to Customer (“Sub-Service Providers”). RealPage carries out appropriate due diligence on each Sub-Service Provider and the arrangement between RealPage and each Sub-Service Provider is governed by a written contract which includes terms substantially equivalent to those set out in this CCPA Data Processing Statement.
- 4.5. Security. RealPage will use commercially reasonable security procedures that are reasonably designed to maintain an industry-standard level of security, prevent unauthorized access to and/or disclosure of Personal Data.
- 4.6. Retention. RealPage will retain Personal Data in accordance with Customer instructions, the terms of the Agreement, or any applicable law(s), whichever requirement is controlling under the circumstances. At the termination of this CCPA Data Processing Statement, or upon Customer’s written request, RealPage will either destroy or return Personal Data to the Customer, unless legal obligations require storage of the Personal Data.
- 4.7. Assistance with Consumers’ Rights Requests. If RealPage, directly or indirectly, receives a request submitted by a Consumer to exercise a right it has under the CCPA in relation to that Consumer’s Personal Data, it will provide a copy of the request to the Customer. The Customer will be responsible for handling and communicating with Consumers in relation to such requests.

- 4.8. Enforceability. Any provision of this CCPA Data Processing Statement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. The parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall then incorporate such substitute provision into this CCPA Data Processing Statement.