November 10, 2026*
Via electronic mail · trademarks@fico.com

Trademark Enforcement
Office of the General Counsel
Fair Isaac Corporation
50 South 6th Street, Suite 1300
Minneapolis, MN 55402
trademarks@fico.com

Re: Your letter dated October 28, 2026, regarding Venture Matching LLC's use of the FICO marks

To whom it may concern:

We acknowledge receipt of your letter dated October 28, 2026 (the "Letter"), transmitted by electronic mail on that date, concerning the reference by Venture Matching LLC, doing business as Phone Number Credit Score ("Venture Matching"), to the FICO® marks on its website, PhoneNumberCreditScore.com, and in its press release of October 27, 2026. We have reviewed the Letter with care. For the reasons set out below, Venture Matching respectfully declines the demands it contains.

I. The product we sell

Venture Matching provides reports that include a genuine FICO® Score 4, calculated by the bureau from TransUnion data and delivered without modification. Venture Matching does not create, alter, re-weight or relabel the score. When we tell a customer that a report includes a FICO® Score 4, we state a fact about the product the customer receives. That statement is true.

II. Accurate identification of a genuine product is lawful

The law has long permitted a seller to use a trademark to identify, truthfully, the trademark owner's own product. As the Supreme Court explained a century ago:

> *"When the mark is used in a way that does not deceive the public we see no such sanctity in the word as to prevent its being used to tell the truth."*

Prestonettes, Inc. v. Coty, 264 U.S. 359, 368 (1924) (Holmes, J.).

The doctrine of nominative fair use applies that principle. A use is nominative and fair where three conditions are met:

> *"First, the product or service in question must be one not readily identifiable without use of the trademark; second, only so much of the mark or marks may be used as is reasonably necessary to identify the product or service; and third, the user must do nothing that would, in conjunction with the mark, suggest sponsorship or endorsement by the trademark holder."*

New Kids on the Block v. News America Publishing, Inc., 971 F.2d 302 (9th Cir. 1992). A FICO® Score 4 cannot be identified as such without naming it; a generic reference to "a credit score" would leave a consumer unable to know which of many scoring models a report contains. Venture Matching uses the marks to identify the score and the bureau data its reports include. And Venture Matching has done nothing to suggest sponsorship or endorsement. To the contrary, its website states, beside the marks, that Fair Isaac Corporation and TransUnion do not endorse, sponsor or partner with Phone Number Credit Score.

The Letter itself makes the point. It describes FICO Scores as "the most used credit bureau scores in the world" and as "the standard measure of consumer credit risk in the U.S." Letter at 1. Precisely because the score is so widely used, a consumer seeking a credit score expects to be told which score a report contains, and naming it is the only accurate way to describe the product. That is the first element of nominative fair use: the product is not readily identifiable without the mark. The Letter also describes Fair Isaac Corporation's own consumer services as ones that "enable people to access and understand their FICO Scores." *Id.* Identifying the score accurately serves the same end.

Fair Isaac Corporation's own consumer programs rest on the same premise. It has promoted its FICO® Score Open Access program as giving consumers "free access to the same FICO® Score used by lenders to manage those accounts," and as offering "increased transparency and more financial education to consumers." Fair Isaac Corp., *FICO® Score Open Access Program Hits Milestone, Enabling Lenders and Financial Counselors to Offer Consumers Free Access to their FICO® Scores* (Dec. 17, 2018). Telling a consumer which FICO® Score a report contains is consistent with those stated goals.

Nor does the Letter's characterization of the use assist its dilution theory. The Letter describes Venture Matching's use as one that "directly and unmistakably references" Fair Isaac Corporation. Letter at 2. A use that refers to the mark owner's own product is, by definition, a nominative use, and the Lanham Act excludes from dilution "[a]ny fair use, including a nominative or descriptive fair use," of a mark "other than as a designation of source for the person's own goods or services." 15 U.S.C. § 1125(c)(3)(A). Venture Matching uses the marks to identify the score its reports contain, not as a designation of source for its own services.

Courts have repeatedly applied these principles to independent businesses that identify, truthfully, the branded goods and services with which they deal. *See Volkswagenwerk Aktiengesellschaft v. Church*, 411 F.2d 350 (9th Cir. 1969) (independent repair shop permitted to advertise that it repairs Volkswagen vehicles);

Playboy Enterprises, Inc. v. Welles, 279 F.3d 796 (9th Cir. 2002) ("Welles has no practical way of describing herself without using trademarked terms."); *Century 21 Real Estate Corp. v. LendingTree, Inc.*, 425 F.3d 211 (3d Cir. 2005) ("[t]he Lanham Act does not compel a competitor to resort to second-best communication" (quoting *G.D. Searle & Co.*, 715 F.2d 837, 842)).

The product Venture Matching delivers is, moreover, the genuine article. The Letter acknowledges that FICO Scores "are available through the major consumer reporting agencies in the U.S." Letter at 1. The score Venture Matching provides is a genuine FICO® Score 4, derived from TransUnion data. Accurately identifying a genuine product distributed through that channel is a truthful description of genuine goods. "Resale by the first purchaser of the original article under the producer's trademark is neither trademark infringement nor unfair competition." *Sebastian International, Inc. v. Longs Drug Stores Corp.*, 53 F.3d 1073 (9th Cir. 1995) (per curiam).

Finally, we note the breadth of the Letter's demands, which would bar Venture Matching from the "use of any term in any way" that Fair Isaac Corporation considers likely to cause confusion, Letter at 2, and would require it to "[a]gree not to use in the future any term in any way" of that description, *id.* Courts have declined to sustain restrictions of that kind where the use in question dispels, rather than creates, confusion. *See Toyota Motor Sales, U.S.A., Inc. v. Tabari*, 610 F.3d 1171 (9th Cir. 2010) (injunction "plainly overbroad" where it prohibited domain names that on their face dispelled any confusion as to sponsorship or endorsement).

The Letter's demands also extend to domain names, social media usernames and other designations. Letter at 2. As of the date of this letter, Venture Matching does not own or operate any domain name containing the FICO marks. The forward-looking demand is nonetheless overbroad: it would bar, without limit of time, uses that are accurate and descriptive. Venture Matching reserves all rights with respect to any future accurate, descriptive use of the FICO marks.

III. The Letter identifies no defect in the product

The Letter does not assert that the score Venture Matching provides is inaccurate, altered or harmful, and it identifies no instance of actual consumer confusion. Its objection is to the accurate identification of the score itself.

IV. Venture Matching's use of the marks

Phone Number Credit Score displays the FICO® and TransUnion® marks, in the form in which consumers recognize them, for a single purpose: to tell consumers exactly what they are getting. There is no intent to deceive, and there is no confusion as to source. Our website states, beside the marks and on a dedicated page, that Phone Number Credit Score has no affiliation, sponsorship, endorsement or partnership relationship with Fair Isaac Corporation or TransUnion.

Nor does the phrase "Powered by," which appears above the TransUnion and FICO marks on our home page, suggest a partnership. It identifies the data and the scoring model the product uses, and it sits directly above a disclaimer stating that TransUnion and FICO do not endorse, sponsor or partner with Phone Number Credit Score.

Accurate identification is also the consumer-protective course. In January 2017, the Consumer Financial Protection Bureau announced orders requiring TransUnion and Equifax to pay restitution and civil penalties, stating that the companies had falsely represented that the credit scores they marketed to consumers were the same scores lenders typically use to make credit decisions. Consumer Financial Protection Bureau, *CFPB Orders TransUnion and Equifax to Pay for Deceiving Consumers in Marketing Credit Scores and Credit Products* (Jan. 3, 2017). Regulators have thus treated ambiguity about which score a consumer receives as a source of consumer harm. The Letter's demands would move Venture Matching away from precision and toward that kind of ambiguity.

As to the press release, it was distributed by a third-party newswire and republished by independent publishers over which Venture Matching has no control. Venture Matching cannot recall or alter copies published by others. The Letter's demand that the marks be removed "including from the recent press release," Letter at 2, therefore asks for what no recipient could perform. In any event, the release accurately describes the product and, for the reasons stated above, requires no correction.

Consumers are better served by an accurate identification of the score than by its concealment. Venture Matching therefore declines to remove the marks.

V. As a courtesy

Although under no obligation to do so, and without conceding any point raised in the Letter, Venture Matching has, as a courtesy:

1. added to its website further statements that it has no agreement or affiliation with Fair Isaac Corporation directly, including a disclaimer displayed beneath the marks and an accompanying trademark notice in the footer of its pages; and
2. published its position and a clarification of the matter on a public page, "Where we stand," available at https://phonenumbercreditscore.com/where-we-stand/.

Should it be helpful, Venture Matching can also issue a short follow-up press release noting Fair Isaac Corporation's letter and Venture Matching's response, including that Venture Matching is not affiliated with, sponsored by or endorsed by Fair Isaac Corporation. A draft is ready.

VI. Requests

We ask that Fair Isaac Corporation confirm in writing, no later than November 26, 2026, that Venture Matching's use of the FICO marks, as described in this letter, is in full compliance and that Fair Isaac Corporation considers this matter closed. A short written confirmation sent to GYA@PhoneNumberCreditScore.com will suffice.

Absent a written response by November 26, 2026, Venture Matching will understand that Fair Isaac Corporation has no further objection to the uses described in this letter, and will consider this matter closed.

If Fair Isaac Corporation maintains any objection, we request that it identify, in writing, by the same date:

a. each specific use (by URL, page or material) that it contends infringes or dilutes any FICO mark;

b. each registration on which it relies, by registration number;

c. the factual basis for any contention that consumers are likely to be confused as to source, sponsorship or affiliation, including any instance of actual confusion known to it;

d. the basis for any contention that accurately identifying a genuine FICO® Score falls outside nominative fair use or the first-sale doctrine; and

e. whether the Letter was the product of an individualized review of our website, or of an automated or template-based enforcement process.

VII. Preservation of records

The Letter expressly threatens claims under the Lanham Act. Litigation concerning this matter is therefore reasonably anticipated, and Fair Isaac Corporation is under a duty to preserve relevant evidence. We demand that Fair Isaac Corporation preserve all documents and electronically stored information, including emails, chats and instant messages, drafts, metadata, logs, templates, records and screenshots from any monitoring or brand-protection tool, and communications with vendors, concerning:

a. Venture Matching LLC and Phone Number Credit Score;

b. the Letter, including its drafting, review, approval and transmission;

c. any monitoring, crawling or investigation of our website, our press release or our advertising;

d. any communications with third parties concerning Venture Matching LLC or Phone Number Credit Score, including credit bureaus, resellers, vendors, platforms, domain registrars, advertising networks and the press; and

e. the policies, procedures and templates under which the Letter was prepared and issued.

This duty extends to backup media and archives, and requires the suspension of any automatic deletion, rotation or retention policy that would otherwise destroy such information.

VIII. Communications

First, please direct all further communications on this matter to GYA@PhoneNumberCreditScore.com. Second, Venture Matching does not accept any unilateral designation of confidentiality, or of "settlement communication," on correspondence that is not, in fact, a settlement communication, and it reserves the right to publish this correspondence, as it has published the Letter. Third, we request that Fair Isaac Corporation not contact Venture Matching's vendors, partners, customers, platforms or advertising networks regarding this matter, and that it promptly inform us if it already has done so, including by identifying any takedown notice it has filed.

IX. Reservation of rights

Venture Matching does not intend to back down. It will vigorously defend its right to name, accurately and truthfully, the product it sells.

Venture Matching expressly reserves all of its rights, remedies, claims and defenses, at law and in equity, including without limitation the statutory fair use defense under 15 U.S.C. § 1115(b)(4); nominative fair use; the first-sale doctrine; the right to seek a declaratory judgment of non-infringement and non-dilution; any claims arising from interference with its business relationships; and the recovery of attorneys' fees and costs where permitted, including under 15 U.S.C. § 1117(a).

This letter is not a complete statement of the facts or of Venture Matching's positions. Nothing in it is, or should be construed as, an admission of any fact or liability, or a waiver of any right, privilege or defense.

Govern Yourself Accordingly.

Whom It May Concern
Office of the Director of Branding
GYA@PhoneNumberCreditScore.com

[*] A note on timing: the Letter requested a response no later than November 11, 2026. That date is Veterans Day, a federal holiday, on which we expect your office, like ours, will be honoring those who served. We have therefore responded one day early.