



Red Flag Solution Addendum

SIGN & FAX ADDENDUM TO (619) 938-7007

Dealership: _____

Contact Name: _____

Contact Telephone: (_____) _____ - _____

Contact Fax: (_____) _____ - _____

Contact Email: _____

We Appreciate Your Business!

ADDENDUM TO AGREEMENT FOR SERVICE FOR SCREENING SERVICES AND BUYERID INDEX

This Addendum ("Addendum") dated _____ (the "Effective Date"), is made with reference to the Agreement for Service entered into (the "Agreement") by and between the undersigned Client ("Client") and First Advantage Credco, LLC ("FAC"). This Addendum contains additional Information Services that may be provided under the Agreement and additional terms and requirements that apply to those Information Services. Client agrees to abide by the additional terms and requirements set forth below. Capitalized terms used, but not otherwise defined in this Addendum are used with the meanings assigned to such terms in the Agreement. The parties to this Addendum agree to amend the Agreement pursuant to the provisions set forth below.

1. **OFAC and Other Screening Services (not including prescreen)**

A. In order to receive OFAC and other Screening Services (hereinafter, individually or collectively referred to as the "Screening Service(s)" as the context requires) from FAC, Client agrees to the following terms and conditions:

i. **Services.** FAC offers Screening Services that screen against databases that contain name and other limited identifying information on individuals and entities (together, "persons") supplied by a government agency or other organization.

ii. **Inquiries.** Client can order any Screening Service for an inquiry on a person. In response to Client's inquiry, FAC will check the name of the person against the names and other limited identifying information contained in the databases used in the Screening Service selected by Client for the inquiry. After checking the person against the databases used in the Screening Service chosen by Client, FAC will inform Client as to whether or not there was a match. **Client acknowledges that the existence of a match based on very limited identifying information contained in a database does not necessarily indicate that the person for whom Client inquired is the same person matched in the database.** *The use of any Screening Service by itself does not satisfy any of Client's legal obligations under any governmental agency regulation or other applicable law, and Client is solely responsible for its own compliance.*

iii. **Disclaimer of Warranties.** For the fees charged, FAC is not, and cannot be, an insurer or guarantor of the accuracy or reliability of any Screening Service nor the data contained in databases used in any Screening Service. **NEITHER FAC NOR ANY OF ITS DATA PROVIDERS, SUPPLIERS, OR OTHER VENDORS USED IN CONNECTION WITH THE SERVICES ("SERVICE VENDORS") MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SCREENING SERVICE, THE QUALITY OF THE INFORMATION CONTAINED IN THE DATABASES USED IN ANY SCREENING SERVICE, OR THE RESULTS OF ANY SCREENING SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF CURRENTNESS, COMPLETENESS, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

iv. **Limitation of Liabilities.** To the maximum extent permitted under applicable law, in no event will FAC or any Service Vendor have any liability in connection with any Screening Service or any information provided or not provided to Client in connection therewith for indirect, special, or consequential damages or loss profits, however caused, whether by negligence or otherwise, even if such persons have been advised of the possibility of such damages, and the entire risk of using the Screening Services remains with Client. To the maximum extent permitted under applicable law, the maximum aggregate liability of all such persons in connection with any inquiry for any Screening Service will not exceed the Screening Service charge paid by Client for the inquiry to which such damage relates. In addition, FAC makes no representation that any Screening Service will be provided on a timely or uninterrupted basis, and FAC shall have no liability for delays, interruptions, or failures resulting from any cause if such cause is beyond its reasonable control including, without limitation, equipment failure, transmission failure, or failure of any Service Vendor to perform.

v. **Restrictions on Use.** Client warrants that it will request and use the Screening Services received solely in connection with transactions involving the persons as to whom such information is sought, and Client will not request or use such information for purposes prohibited by law. Without limiting the generality of the foregoing, Client further warrants **that it will not use any Screening Service or any information therein, in whole or in part, for the purpose of serving as a factor in establishing any individual's eligibility for credit, insurance, employment, or any other purpose authorized under section 604 of the Fair Credit Reporting Act, and in no event will Client use such information, in whole or in part, as a basis for any adverse action against any individual.** *Client understands that FAC is providing the Screening Services to Client in reliance on this warranty.* Client agrees to comply with all applicable federal and state laws and regulations in ordering and use of the Screening Services and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance. FAC may audit Client's compliance with its obligations under this section, and Client will cooperate fully and promptly in the conduct of such audits. Client is solely responsible for any denial of service to Client's customers, and Client should not deny such service based upon data or results provided by FAC or FAC's information providers without first conducting an appropriate review and adjudication process. Client agrees to indemnify, defend and hold harmless FAC for any claim arising from any such denial of service.

vi. **Customer Identification Program.** "Customer Identification Program" or "CIP" means a risk-based program that includes policies, procedures, and controls to (i) verify the identity of the person seeking to open an account or engage in another transaction with Client, (ii) maintain records of the information used to verify identity, and (iii) consult government lists of known or suspected terrorists or terrorist organizations to confirm that the person is not on any list, to the extent required under applicable law or

regulation. Client certifies that it now maintain, and throughout the term of the Agreement will continue to maintain, a CIP, which includes, without limitation, a designated Compliance Officer, procedures for resolving whether any person matched any Screening Service is in fact subject to regulation by the Department of the Treasury's Office of Foreign Asset Control or another applicable regulatory agency, and ongoing employee training, and an independent audit function to test the program.

2. BuyerID Index

A ~~FAC~~ FAC has entered into an agreement with ID Analytics, Inc. ("IDA"), a third party aggregate supplier, whereby FAC has secured the right to sublicense IDA's ID Score products to FAC's customers to proactively prevent identity theft and related fraud. For purposes of this Addendum, and unless otherwise indicated, the term "ID Score" will be referred to as "BuyerID Index". Client desires to obtain BuyerID Index pursuant to the terms and conditions of the Agreement and this Addendum.

i. **Grant of License.** Subject to the terms and conditions of the Agreement and this Addendum, FAC grants Client a non-exclusive, ~~non-transferable, non-sub-licensable~~, non-perpetual license to use BuyerID Index (described in Exhibit A) in the Territory (defined in Exhibit A) for the sole purpose of verifying the identity of applicants for Client's products and services ("Applicant(s)") in order to prevent identity theft and related fraud, unauthorized transactions, claims or other liability and for no other purpose. Client acknowledges that the BuyerID Index, related reason codes and any and all related technology are the sole property of IDA and IDA reserves all rights to, and in such ID Index related reason codes and any and all related technology.

ii. **Client Certification.** Client certifies that Client has determined that Client's use of BuyerID Index is pursuant to an exception under the federal Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. ("GLB Act"). Client certifies to FAC that Client will order and use BuyerID Index only in connection with the following purpose and for no other purpose: to verify the identity of applicant's of Client's products and services in order to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability. Client further certifies that it will not use BuyerID Index, in whole or in part, (a) for the purpose of serving as a factor in establishing a consumer subject's eligibility for credit, insurance, employment or any other purpose authorized under section 604 of the Fair Credit Reporting Act (15 U.S.C. 1681, et seq.), or (b) as a basis for any adverse action against the consumer subject.

iii. **Confidential Treatment.** Client agrees that it shall use BuyerID Index only for its exclusive use, and to hold the information ~~in strict confidence and not~~ disclose it to the Applicants or any third parties, except to the extent that disclosure is required by law. BuyerID Index may only be requested by Client's designated and authorized representatives. Client employees are forbidden to attempt to obtain any BuyerID Index on themselves, associates, or any other person except in the exercise of their official duties. Client acknowledges that no credit information shall be supplied in response to an inquiry for BuyerID Index. Client agrees to comply with all pertinent requirements of the GLB Act and all other applicable state and federal laws in ordering and use of BuyerID Index and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance.

3. **Term of this Addendum.** This Addendum shall terminate upon the termination of the Agreement and may be terminated earlier for convenience by either party, at any time, effective upon written notification to the other party.

4. Except as specifically amended by this Addendum, all other terms of the Agreement (and any addenda thereto) shall remain unchanged and in full force and effect and are hereby ratified and affirmed by the parties hereto. If there is a conflict between this Addendum and the Agreement, then the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives as of the day and year first above written.

Accepted By:

Client: _____	CREDCO Account Number _____
Address: _____	Suite: _____
City: _____	State: _____ Zip: _____
Phone Number: _____	Email Address: _____
Signature of Authorized Officer: _____	Date _____
Printed or Typed Name: _____	Title _____

To Be Completed by FAC:

Signature of Authorized Officer: _____	Date _____
Printed or Typed Name: _____	Title _____