



ACT Addendum

SIGN & FAX ADDENDUM TO (619) 938-7007

Dealership: _____

Contact Name: _____

Contact Telephone: (_____) _____ - _____

Contact Fax: (_____) _____ - _____

Contact Email: _____

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Addendum to Agreement for Service for ACT Monitoring and ACT Tracing

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. ACT Monitoring.

In the Agreement, Client has certified that it will request Credit Reports for the purpose of extension of credit or review or collection of an account, in accordance with the Fair Credit Reporting Act. Where Client requests Credit Reports for account review purposes, Client certifies that it will use the account review services provided by FAC solely for review or monitoring of Client’s own open accounts and/or closed accounts with balances owing, and for no other purpose. In the event Client elects to review its closed end accounts, Client certifies that it has the contractual authority to review and/or modify the terms of such accounts. Client further certifies that it will not use the credit information procured for account review purposes for any other purpose.

2. ACT Tracing.

a. Client, may from time to time, obtain information from FAC to assist Client in locating the subject of information (“Location Information”) for the purposes specified in this Section 2.

b. **Client Certifications.** Each time Client requests Location Information on an individual (“Subject Person”), Client certifies to all of the following: (a) Client will use the information **solely** in connection “with a credit transaction” involving the Subject Person as an aid in locating the Subject Person for the **sole** purpose of “review or collection of an account” of the Subject Person, as such terms are used in Section 604(a)(3)(A) of the Fair Credit Reporting Act, 15 USC 1681 *et seq* (“FCRA”), and for no other purpose, (b) Client understands the purpose for which a Credit Report may be requested and used under Section 604(a)(3)(A) of the FCRA and Client’s use of the Location Information will conform to such permitted purpose, and (c) Client is not requesting, and such information will not be used, under any other circumstances or for any other purpose.

c. **Compliance with Laws.** Client is responsible for its own compliance with any federal and state laws that may apply to the Location Information, including, without limitation, the FCRA.

d. **Order Process.** In order to initiate an order for Location Information, Client will provide FAC with one or more files (each, a “Client File”) consisting of the social security numbers of all Subject Persons. Client may provide Client Files at any time or times during the term of this Addendum. Client Files will be provided to FAC through such means and in such format as the parties agree.

e. **Reporting of Information.** FAC will report Location Information to Client by means mutually agreed upon by the parties.

f. **Assumption of Risk.** The Location Information is based on information obtained by FAC from its information providers (“Information Providers”). Although FAC believes that such information is generally accurate, it does not independently verify its accuracy. For the fees charged, FAC is not, and cannot be, a guarantor of the accuracy of the Location Information. Client assumes all risk of ordering and using Location Information.

3. **Confidentiality.** Client agrees to keep the terms of this Addendum including, without limitation, the pricing terms, confidential, and not to disclose it to any third party except where required by a regulatory agency, court order, or other applicable law. Client agrees to hold in strict confidence all consumer information received by Client from FAC and not to distribute a copy of the results of the account review to any other party.

4. Except as specifically amended and modified 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. If there is a conflict between this Addendum and the Agreement, then the terms of this Addendum shall control. Without limiting the applicability of any other provision of the Agreement, the provisions of the Agreement pertaining to payment obligations and terms, termination provisions, disclaimers, limitations of liability, internet security requirements and access security requirements shall apply to this Addendum and Client accepts and agrees to be subject to such provisions.

5. Neither this Addendum nor the Agreement can be amended or otherwise modified, except as agreed to in writing by each of the parties hereto.

6. Each person signing below represents and warrants that he/she has the full power and authority to bind each principal to the obligations of this Addendum.

IN WITNESS WHEREOF, FAC and Client have executed this Addendum on the day and year indicated above intending to be bound by all of the terms and conditions of this Addendum.

First Advantage Credco, LLC

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____