



CoreLogic[®]
Credco[®]

**GO BEYOND
JUST CREDIT.**



*YES, Please contact me to discuss
Credit Advantage for my dealership.*

Fax Back to (619) 938-7007

Dealership: _____

Franchise Independent

Contact Name: _____

Contact Title: Owner F&I Manager Compliance Manager

Office Manager Sales Manager

Other: _____

Contact Email: _____

Contact Telephone: (_____) _____ - _____

Contact Fax: (_____) _____ - _____

CREDIT ADVANTAGE LICENSE ADDENDUM TO AGREEMENT FOR SERVICE

This Credit Advantage License Addendum to Agreement for Service ("Addendum") is dated and is effective _____, (the "Addendum Date") and is made between First Advantage Credco, LLC ("FAC") and _____ ("Client").

WITNESSETH

WHEREAS FAC and Client entered into an Agreement for Service dated _____ ("Agreement");

WHEREAS FAC and Client desire to continue their respective rights and obligations pursuant to the terms and conditions set forth in the Agreement;

WHEREAS, FAC and Client desire to amend the Agreement so that Client may acquire certain licensed data and information services from FAC subject to the terms and conditions of the Agreement as modified by this Addendum.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** "FAC Services" for the purpose of this addendum shall collectively mean and refer to: (i) the appending of consumer actual or estimated data to other products delivered under the Agreement (Data Enhancement) and (ii) Aggregated Reporting as those terms are defined below.

2. **Grant of License.** FAC hereby grants and Client hereby accepts a nontransferable, nonexclusive license to use and receive the FAC Services, as referenced in Section 3 below, and as and if referenced in Exhibit A and described in Exhibit B. Exhibits A and B are attached hereto and incorporated herein by reference.

3. **Permitted Uses of the FAC Services.** The FAC Services may be used solely for the following permitted uses:

A. **Data Enhancement.** The "Data Enhancement" application is the process where FAC will append certain data to inbound requests for consumer data (each, an "Enhanced Request") generated by Client's marketing efforts. FAC will then deliver the Enhanced Request to Client for Client's automotive sales efforts. FAC will only perform Data Enhancement when the requests furnished to FAC by Client are generated or owned by the Client.

B. **Aggregated Reporting.** The "Aggregated Reporting" application is the process where FAC will aggregate certain data and provide that application to Client in an executive report format for the intent of comparison of Client's operations or in comparison with geographic and national like comparisons.

4. **Limitations on Use of the FAC Services.**

A. **FAC Services Access.** Client shall not sell, rent or otherwise provide the FAC Services to any third party other than as permitted herein. Client shall: (i) hold the FAC Services in confidence; (ii) provide access to the FAC Services only to its employees to whom access is required and to the extent necessary for proper use hereunder. Notwithstanding the foregoing, Client may provide the FAC Services to consumers who are prospective buyers of Client's products and services.

B. **Individual Look-ups.** Client shall not use the FAC Services in any application involving individual look-ups of people for the purpose of collection of debt, including, without limitation, applications pertaining to: (i) skip tracing functions; or (ii) electronic directory assistance applications.

C. **Restrictions.** Client will not use or take into consideration the FAC Services as a factor in establishing, determining or in connection with, an individual's eligibility for personal credit, insurance, employment or any other permissible purpose for which a consumer report may be used under the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.). Client will not use the FAC Services in a way that negatively characterizes any ZIP+4, or to exclude any ZIP+4 in a way that could result in disparate treatment on a prohibited basis under the Equal Credit Opportunity Act (15 U.S.C. 1691 et seq.) and Regulation B under that Act. Client will not use the FAC Services in any way for the purpose of taking "adverse action" against a consumer, as defined in the Equal Credit Opportunity Act and Regulation B.

D. **State Restrictions.** Portions of the FAC Services are derived from motor vehicle information procured by FAC or FAC's data providers from the states. Such states impose data use restrictions with which FAC must comply. Upon FAC's notice to Client, Client shall strictly comply with all data use restrictions now or hereafter imposed upon FAC by any state.

E. **FAC Restrictions.** FAC may impose restrictions on the use of the FAC Services to manage the integrity thereof and FAC's access to its data sources in light of issues concerning privacy, good taste, and other consumer related issues. FAC and Client will work together to remedy any such identified unacceptable conditions such that Client will resume use of the FAC Services.

F. Compliance. Client shall comply with all applicable federal, state and local laws, statutes, rules and regulations, including, without limitation, all applicable "do not call" legislation and the applicable provisions of the Gramm-Leach-Bliley Act [15 U.S.C. 6801 et seq.] with regard to Client's ordering, usage and any disclosure, of the FAC Services. If applicable to Client, Client shall use the FAC Services in compliance with the Direct Marketing Association's Guidelines for Ethical Business Practice and mailing list practices (<http://www.the-dma.org/guidelines/EthicsGuidelines.pdf>) and Privacy Promise (http://www.the-dma.org/privacy/privacy_promise.pdf). Any solicitation made using the FAC Services shall comply with all applicable federal, state and local laws. All marketing efforts, solicitations, ad copy and other communications to be used in connection with the FAC Services shall not reference selection criteria or presumed knowledge concerning the intended recipient of the solicitation, or the source of the recipient's name and address, and shall be in good taste in accordance with normal business practice.

G. Usage of Propensity to Pay Score. If Client obtains the Propensity to Pay Score from FAC under this Addendum, then Client agrees to comply with the additional requirements set forth in Exhibit "B", attached hereto and incorporated herein by reference.

5. Fees and Charges. Client shall pay FAC the fees and charges set forth in Exhibit A, attached hereto and incorporated herein by reference. All fees and charges may be changed by FAC upon at least thirty (30) days written notice to Client.

A. Monthly Usage: FAC shall invoice Client for all amounts due under Exhibit A.

B. Taxes. Client shall pay when due all sales, use and excise or similar taxes or levies related to this Addendum, exclusive, however, of taxes based on FAC's income. If any such tax for which Client is responsible hereunder is paid by FAC, Client agrees to promptly reimburse FAC therefor.

6. Effect of Termination: Upon termination of this Addendum: (a) FAC shall cease to provide FAC Services to Client and (b) Client shall immediately (i) pay all accrued and outstanding fees and charges (ii) discontinue all use of the FAC Services, (iii) delete all FAC Services from its files and computer systems.

7. Confidentiality. The parties hereby agree that the terms and conditions of this Addendum, including all attachments hereto and any policies, customer information, business practices, pricing, plans and methods not in the public domain which may be known or disclosed to either party as a result of this Agreement, will be held in confidence and not disclosed to any third party for any reason whatsoever. Client agrees that it will not advertise or in any way publicly announce through any media that it has entered into this Addendum or has or will be using the FAC Services, without the express prior written consent of FAC.

8. Without limiting the applicability of any other provision of the Agreement, the provisions of the Agreement pertaining to payment obligations and terms, disclaimers of warranties and representations, and limitations of liability shall apply to this Addendum and Client accepts and agrees to be subject to such provisions.

9. The parties agree that all capitalized terms, unless otherwise defined in this Addendum, shall have the same meaning that is ascribed to them in the Agreement or any addendum thereto.

10. 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.

11. This Addendum together with the Agreement (and any attachments, addenda, and supplements thereto) shall be the complete and exclusive statement of the Agreement between the parties as to the subject matter of the Agreement, and shall be binding, upon each of the parties hereto, their respective successors and to the extent permitted, their assigns. Except as specifically set forth in this Addendum, the Agreement shall remain in full force and effect.

12. This Addendum supplements, but does not alter or supersede the Agreement (and any attachments, addenda, and supplements thereto). With respect to the subject matter of this Addendum, in the event of a conflict between the terms and conditions hereof, and the terms and conditions of the Agreement or any other addenda thereto, the specific terms and conditions set forth in the Addendum shall govern.

13. 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.

(Name of Client)

First Advantage Credco, LLC

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

Address: _____

EXHIBIT A
PRICING

Client shall pay FAC the following fees: \$0.55 per individual or joint FAC Service.

EXHIBIT B
PROPENSITY TO PAY SCORE

1. Grant of License. FAC hereby grants and Client hereby accepts a nontransferable, nonexclusive license to use certain archived proprietary data known as the Propensity to Pay Score (the "Score") subject to the terms and restrictions set forth below.

2. Restrictions on use of the Score.

A. The Score is to be used only for the purposes listed below. Any additional use of the Score requires FAC's prior written approval.

(i) Data Enhancement - the Score may be appended to Client's own files.

(ii) List Selects - Client may use the Score to select records to create a mail, email, or telemarketing list. Client may only use each list on a rental basis.

(iii) Analysis - Client may use the Score to conduct internal analysis for Client's own internal marketing programs, decision support or information services.

(iv) Modeling - Client may use the Score to create models used to rank Client's file or prospect list, provided that the Score is used in combination with at least three (3) other variables, a score is not a one-to-one correlation with the Score, and the model is used in compliance with the other requirements stated herein.

(v) Change in Law - FAC may modify or terminate the terms of this license in the event of a change in the law or in FAC's interpretation of the law.

B. When used for direct marketing purposes, the Score shall be used only in connection with offers that comply with the Direct Marketing Association's guidelines for ethical business practice and mailing list practices. Any solicitation made using the Score under this Addendum shall comply with all applicable federal, state and local laws.

C. All marketing efforts, solicitations, ad copy and other communications to be used in connection with the Score shall not reference selection criteria or presumed knowledge concerning the intended recipient of the solicitation, or the source of the recipient's name and address, and shall be in good taste in accordance with normal business practice.

D. Client agrees to maintain the security and confidentiality of the Score, and shall institute appropriate policies and procedures to prevent the transfer, disclosure or use of the Score to any person or entity who is not a party to this Addendum.

E. Client will not in any manner, directly or indirectly, reverse engineer individual level data from the Score or permit any third party to do so.

F. Client will not use or take into consideration the Score as a factor in establishing, determining or in connection with, an individual's eligibility for personal credit, insurance, employment or any other permissible purpose for which a consumer report may be used under the Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*).

G. Client will not use the Score in a way that negatively characterizes any ZIP+4, or to exclude any ZIP+4 in a way that could result in disparate treatment on a prohibited basis under the Equal Credit Opportunity Act (15 U.S.C. § 1691 *et seq.*) and Regulation B under that Act.

H. Client will not use the Score in any way for the purpose of taking "adverse action" against a consumer, as defined in the Equal Credit Opportunity Act and Regulation B.

3. Warranties. NEITHER FAC NOR ITS DATA/SCORE PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. FAC's and its Data/Score Provider's sole obligation and Client's sole remedy under this Exhibit B is the correction of any errors in the Score which are made known to FAC and its Data/Score Providers by written notice describing such errors in detail.

4. Limitation of Liability. FAC's and its Data/Score Provider's liability for any claim, regardless of the form of action, whether in contract, tort or negligence, for any damages resulting from or in any manner connected with the Score, shall not exceed the fee and other charges paid by Client for the Score. In no event shall FAC nor its Data/Score Providers be liable for any other damages, whether indirect, incidental, special, punitive, exemplary or consequential including, but not limited to, lost business and lost profits, whether foreseeable or not, even if advised of the possibility of such damages.

5. Indemnification. Client shall indemnify and hold harmless FAC and its Data/Score Providers (the "Indemnitees") from and against any and all losses, damages, liabilities and costs, including attorneys' fees, that result, directly or indirectly, from any claims or demands against any of the Indemnitees by a third party that arises out of or relates to the unauthorized use of the Score, or any derivative thereof.

6. Use by Client Only. Use of the Score will be limited to Client only. Client is not permitted to sublicense the Score to resellers, brokers, distributors, or any other third parties for any usage, resale or other purposes.