



## CREDCO Enrollment Process

### Dear Prospective Customer,

Thank you for your interest in accessing Instant Merge credit reports. You can depend on First Advantage CREDCO for the information you need to close deals faster and with confidence.

### Enrollment Procedure

The Federal Fair Credit Reporting Act (FCRA), applicable state laws, and the national bureaus strictly regulate access to consumer credit reports. For this reason, certain information is required to process your request for enrollment. The following pages include information about our services and the documents required to activate your account.

1. **Agreement for Service (pages 3-5, page 6 if applicable):** this document must be completed and signed by an authorized individual (GM, owner, corporate officer, partner).
2. **Customer Profile (pages 7-8):** this document must also be completed and signed by an authorized individual (GM, owner, corporate officer, partner). Incomplete applications will delay processing.
3. **Dealer or Business License:** a copy of this document must be included with the application.
4. **Government Issued Photo ID:** a copy of the dealer principal(s) photo ID must be included with the application.
5. **Copy of Lease:** Signature page, the address page, the terms of the lease page, landlord name and contact information must be included with the application. You may complete the required information on the Customer Profile; however, including a copy with the application will expedite the processing.
6. **Business Bank Account Statement & Business Phone Bill: *Must be provided if in business 1 year or less.*** For companies in business more than 1 year, these documents will expedite the processing of your application. This is optional, but may be required if unable to verify by phone or fax. The documents must be dated within the last 45 days and must be in the company's name.

**Fax the above-mentioned documents to: 1.619.938.7007**

### Compliance Review

Once we receive and accept your signed enrollment documents, our compliance department will proceed with the following steps:

1. **Review & Verification:** Review and verification of your enrollment documents may take up to 3 business days. *A refundable deposit of \$250 may be required\*.*
2. **Physical Inspection:** To assure FCRA compliance, companies accessing consumer credit reports are required to pass a physical inspection of their premises in order to verify their business is legitimate. First Advantage CREDCO utilizes a third party organization to conduct these inspections. The charge for the inspection is \$99, and will be included on your first monthly invoice.
3. **Customer Notification:** Once compliance review is complete, a member of our support team will contact you via e-mail or phone to notify you that your account has been activated.

*\*Refundable after 12 months of good payment history.*



### CREDCO Pricing

The cost of a CREDCO credit report is based upon the number of bureaus accessed per applicant, per report. You have the ability to access any one or combination of the three national credit bureaus (Experian®, Equifax®, TransUnion). Merged two or three bureau reports combine data from the bureaus selected into a single format and eliminates duplicate data. This generates a credit report that is comprehensive, streamlined and easy-to-read. Pulling a CREDCO report with BuyerID and OFAC will help you comply with the Red Flag Ruling.

Access Type	Single Experian Report	Single TransUnion Report	Single Equifax Report	Two Bureau Merged Report Experian & TransUnion	Two Bureau Merged Report Experian & Equifax	Two Bureau Merged Report TransUnion & Equifax	Three Bureau Merged Report
Individual	\$ 3.00	\$ 3.25	\$ 4.10	\$ 8.00	\$ 8.85	\$ 9.10	\$ 11.75
Joint	\$ 5.75	\$ 6.25	\$ 7.95	\$ 12.25	\$ 13.95	\$ 14.45	\$ 19.25

- Notes: - A fee of \$2.25 is charged for a duplicate report pulled on the same customer using the exact input information within five days of the original inquiry.  
 - Applicable sales tax may apply to Activation Fee.  
 - A \$0.13 FACT Act surcharge will apply to all credit reports ordered on all consumers.  
 - A \$0.75 surcharge will apply to all credit reports ordered on consumers with current Colorado addresses.

### Add-on Products

Add-on products for CREDCO reports include all Fair, Isaac® (FICO) credit scores, bankruptcy scores, identity verification and compliance solutions. These add-on products cannot be merged and are always delivered as calculated by the bureau. Pricing for add-on products is per applicant, per bureau accessed.

Equifax		TransUnion		Experian	
<b>SCORES (BANKRUPTCY SCORES AVAILABLE)</b>					
BEACON 5.0	\$ .25	FICO CLASSIC 04	\$ .25	FICO II or III	\$ .25
BEACON 5.0 AUTO	\$ .25	FICO CLASSIC AU 04	\$ .25	FICO II or III AUTO	\$ .25
<b>NEXT GEN SCORES</b>					
PINNACLE	\$ .50	FICO NEXT GEN 00	\$ .50	ADVANCED RISK	\$ .50
<b>COMPLIANCE AND IDENTITY VERIFICATION</b>					
OFAC SCREENING	\$0.50	CA CSD	\$0.00	MN CRD	\$0.00
BUYERID ALERT	\$0.25	BUYERID INDEX	\$0.25	BUYERID ADVANCED	\$0.60

### Our Most Valuable Service – Customer Support

We're known as the industry's leader in customer care and technical support. Every employee is FCRA certified. Our credit specialists are assigned to your account and are available by phone, fax and email. They will advise you on how to use our credit information products to your best business advantage. If you have any questions, please feel free to contact us at: **800.694.1414**.

## AGREEMENT FOR SERVICE

In order to receive various information services ("Information Service(s)") from First Advantage CREDCO, LLC ("FAC"), the undersigned Client ("Client") agrees to the terms and conditions set forth in this agreement and the exhibits attached hereto (together, this/the "Agreement"). If there is a conflict between the general terms and conditions of this Agreement and any exhibit, the provisions of the exhibit will govern and control. This Agreement applies to every kind of information, software or service provided by FAC to Client, even if a given type of service or information is not specifically referred to in this Agreement or is not currently provided by FAC, unless the service is furnished pursuant to a separate written agreement with FAC, executed and effective after the date this Agreement becomes effective, and containing an "entire agreement" or "merger" clause. **THIS AGREEMENT DOES NOT ESTABLISH ANY OBLIGATION ON THE PART OF FAC TO PROVIDE ANY INFORMATION SERVICES TO CLIENT UNTIL FAC HAS NOTIFIED CLIENT THAT ACCOUNT SET-UP HAS BEEN COMPLETED AND FAC HAS ISSUED ACCESS CODES TO CLIENT.**

1. FAC will provide its Information Services, as available, to Client and Client Affiliates during the term of this Agreement. "Client Affiliates" are those entities listed in Exhibit "A", which are and will be at all times entities, which are controlled by, or are under common control with Client. "Control" means having the ability to direct the management and policies of the entity in question, whether directly or indirectly. Client represents and warrants that it has the full power and authority to bind each Client Affiliate to every obligation of Client in this Agreement, and Client's signature to this Agreement will bind each Client Affiliate. At FAC's request, Client will cause any Client affiliate to provide FAC with written certification substantially similar to the ones made by Client in Sections 2 and 20 below. References throughout this Agreement to "Client" will apply as well to any Client Affiliate using the Information Services, as appropriate.

2. Client certifies and agrees that it will order Information Services as an end-user. Client further certifies and agrees that it will order Information Services that are consumer reports ("Basic Reports") credit risk scores ("Scores") and other enhancements to the Basic Report solely for the permissible purposes Client has specified in Section 20 below and no other purpose. For purposes of this Agreement, the term "Credit Reports" includes Basic Reports, Scores, and other enhancement to Basic Reports, individually or collectively, as the context requires. Client agrees to obtain a signed written authorization from each consumer prior to ordering a Credit Report on such person, will maintain all authorizations on file for at least five (5) years, and will provide FAC with copies (or originals) on request. (*Exhibit B is hereby reserved*).

3. **Client agrees that it will not order Credit Reports for employment purposes or transactions not initiated by the consumer (prescreening) unless approved beforehand in writing by FAC.** Client agrees not to resell or otherwise disclose Credit Reports (or any part thereof), except in connection with the sale of a loan to which the Credit Report relates, to the consumer if adverse action has been taken based on the report, or as otherwise required by law. Client agrees to refer consumers to FAC for all substantive inquiries regarding Credit Reports, to obtain the written permission of the consumer to obtain the Credit Report where required under applicable state laws in the form required under such laws, and to provide all notices and disclosures required under federal and state laws. Client understands that the Fair Credit Reporting Act ("FCRA"), 15 USC 1681 et seq., provides that any person "who knowingly and willfully obtains information on a consumer from a consumer reporting agency [such as FAC] under false pretenses shall be fined under title 18, imprisoned for not more than 2 years, or both." Client acknowledges that it understands its obligations under the FCRA and applicable state laws in ordering and using Credit Reports, and Client agrees that it will comply with all such obligations and will be responsible for its own regulatory compliance.

4. Client represents that it is not a(n) private detective, detective agency, investigative company, bail bondsman, attorney, law firm, credit or financial counseling firm, "credit repair clinic," news or media agency or journalist, law enforcement agency, company engaged in insurance claims, dating service, asset location service, Internet people locator service, diet center, adoption search firm, timeshare, pawn shop, company that locates missing children, massage service, genealogical or heir research firm, check cashing entity, an adult entertainment service of any kind, business that operates out of an apartment or unrestricted location within a residence, company that handles third party repossession, company or individual involved in spiritual counseling, individual seeking information for their private use, tattoo service, business engaged in subscriptions (magazines, book clubs, record clubs, etc.), health club, continuity club, or a person that will not be an end-user of the Information Services, and Client agrees to notify FAC **PRIOR** to any change in any of the foregoing. Except as provided elsewhere in this Agreement, Client agrees not to sell, re-sell, transfer or otherwise distribute the Information Services (or any information contained therein) without first obtaining the written permission of FAC.

5. Client has received a copy of the FTC's "Notice to Users of Consumer Reports: Obligations Under the FCRA." Client will comply with all requirements under the Fair Credit Reporting Act and applicable state laws in ordering and using Credit Reports, and Client is solely responsible for its compliance. Client has received a copy of FAC's **Access Security Requirements**, and Client agrees to comply with such requirements as modified by FAC from time to time.

6. Section 1785.14(a) of the California Civil Code imposes special requirements with respect to transactions in which a "retail seller" (as defined in Section 1802.3 of the California Civil Code) intends to issue credit to a California resident who appears in person on the basis of an application for credit submitted in person ("point of sale transactions"). **Client certifies that these requirements do not apply to it** because (a) Client is **NOT** a "retail seller" (as defined in Section 1802.3 of the California Civil Code), and/or (b) Client does **NOT** issue credit to California residents who appear in person on the basis of applications for credit submitted in person. **Client further certifies that it will notify FAC in writing 30 days PRIOR to becoming a retail seller or engaging in point of sale transactions with respect to California residents.**

7. The following provisions are applicable to Scores provided under this Agreement:

a. If Client Orders Any Score. If Client orders any Score, Client acknowledges and agrees as follows:

(i) Client acknowledges that the Scores and the factors on which the Scores are based are proprietary to the providers of the Scores, and Client agrees to hold all Scores received from FAC pursuant to this Agreement in strict confidence and not to disclose any Score to the consumer or to any third party, except for disclosure to the subject of the Score where Client has taken "adverse action" against such subject based in whole or part on the Score or the Basic Report with which the Score was delivered or as otherwise required under applicable law. For purposes of this Agreement, "adverse action" has the meaning assigned to such term under Regulation B (12 CFR Section 202 *et seq.*) ("Regulation B") promulgated under the Federal Equal Credit Opportunity Act, 15 USC, Section 1691 *et seq.* ("ECOA").

(ii) Client may provide the principal factors contributing to a Score to the subject of the Score when those principal factors are the basis of Client's adverse action against the subject or as otherwise required under applicable law. Where such principal factors are provided to the subject, Client must describe such factors in a manner that complies with the ECOA and Regulation B. Client agrees not to use any Score as the basis for an adverse action unless the Score factor codes have been delivered to Client together with the Score, and Client agrees periodically to revalidate the Score as required under Regulation B. Client recognizes that all Scores (i) are statistical and may not be predictive as to any particular individual, (ii) are not intended to characterize any individual as to credit capability, and (iii) other factors must be considered in making a credit decision. No Score is intended to characterize any of Client's applicants or customers as to credit capability, and neither FAC nor any Score provider guarantees the predictive value of any Score with respect to any of Client's applicants or customers. Scores represent an estimate of credit risk relative to other individuals used by the Score provider to develop the Score and any predictive value of the Score only represents the provider's opinion based on its point-scorable prediction algorithms, risk models, and/ or other methodology. **IN ORDERING A SCORE, CLIENT HAS MADE ITS OWN ANALYSIS OF THE STATISTICAL RELIABILITY AND UTILITY OF USING THE SCORE.** Client agrees that it will not use any Score for account management or prescreening.

(iii) Client understands that the providers of the Scores impose specific requirements for Client to use their Scores (as set forth in Exhibit "C", attached hereto and incorporated by reference), and Client agrees to comply with such requirements as in effect from time to time as a condition to ordering such Scores. In the event of a direct conflict between the terms of any specific requirements of a Score provider and the general provisions of Section 7 of this Agreement or any other provision of the Agreement, the specific requirements of the Score provider shall govern, but only with respect to the provision that is in conflict. In the event that any Score provider adds or otherwise modifies its requirements for Client's use of its Score, Client agrees that such terms will automatically be incorporated into this Agreement and become part hereof, and that by ordering any such Score or Scores hereunder, Client agrees that such requirements will be binding on Client. The terms of this Agreement shall be applicable to all Scores Client orders hereunder, except for terms that are in direct conflict with the requirements of the Score provider, in which case, such requirements shall govern as provided above. From time to time, FAC may make additional credit risk scores available to Client. In such case, each such additional score Client decides to purchase will be a "Score" for all purposes of this Agreement, and Client's use of such Score and related obligations will be governed by the applicable provisions of this Agreement and any additional terms and requirements imposed by FAC and/or the provider of the Score.

8. In the event that FAC provides its software to Client in connection with this Agreement ("Software Product"), Client agrees to be bound by the terms under which the Software Product is provided to Client, whether contained in a shrinkwrap agreement, clickwrap agreement, or otherwise (each, a "Software Product Agreement"). In addition to, and not in lieu of, the specific terms of the applicable Software Product Agreement, Client agrees that THE SOFTWARE PRODUCT IS PROVIDED TO CLIENT "AS-IS," WITHOUT ANY WARRANTY OF ANY NATURE. FAC DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT CLIENT WILL BE ABLE TO ACCESS INFORMATION SERVICES THROUGH IT ON AN UNINTERRUPTED BASIS OR FREE FROM COMPUTER VIRUSES OR SIMILAR DEVICES THAT MAY CAUSE LOSS OF INFORMATION OR DISABLE CLIENT'S COMPUTER SOFTWARE OR EQUIPMENT (COLLECTIVELY, "DISABLING DEVICES."). CLIENT ASSUMES ALL RISK AS TO THE SUITABILITY, QUALITY, PERFORMANCE, AND RESULTS OF THE SOFTWARE PRODUCT.

9. The Information Services (including Credit Reports) are provided "AS IS." **FAC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE INFORMATION SERVICES (OR ANY INFORMATION CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION SERVICE, THAT IT WILL MEET CLIENT'S NEEDS, OR THAT IT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS OR FREE FROM DISABLING DEVICES, AND FAC EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. ALL REPRESENTATIONS AND WARRANTIES REGARDING ANY SCORE, IF ANY, ARE MADE SOLELY BY THE PROVIDERS OF THE SCORE, AND CLIENT RELEASES FAC FROM ALL LIABILITIES AND CLAIMS IN CONNECTION WITH RESPECT TO ALL SCORES.**

10. At Client's request, FAC will accept orders for Information Services transmitted to either FAC's website on the Internet or FAC's web servers via the Internet. FAC will transmit Information Services ordered through either such website or servers in such manner that they are accessible only pursuant to the subscriber number and password assigned to Client by FAC. FAC has provided a copy of FAC's Internet security requirements as currently in effect to Client, and Client agrees that FAC may change such requirements from time to time effective upon written notice, including by posting such changes at FAC's website. Client agrees to monitor such website periodically to obtain notice of such changes, and to comply with FAC's Internet security requirements as in effect from time to time, which are part of this Agreement with respect to all accesses of Information Services through the FAC website or any FAC server. Client agrees that each time it places an order for an Information Service via the Internet, Client is, and will continue to be, in compliance with these requirements. **CLIENT AGREES THAT NOTHING IN THIS SECTION 10 PERMITS CLIENT TO TRANSMIT INFORMATION SERVICES (OR ANY INFORMATION THEREIN) THROUGH THE INTERNET, AND CLIENT AGREES THAT IT WILL NOT DO SO WITHOUT SPECIFIC WRITTEN PERMISSION FROM FAC. Client agrees that FAC may immediately upon notice to Client suspend or terminate orders and deliveries of Information Services via FAC website and/or servers if Client is in breach of any requirement under this Agreement or if FAC otherwise determines such action is advisable.** FAC DOES NOT WARRANT THAT INFORMATION SERVICES WILL BE PROVIDED THROUGH THE INTERNET UNINTERRUPTED OR FREE FROM DISABLING DEVICES, AND IN NO EVENT WILL FAC HAVE ANY LIABILITY FOR EVENTS OR CAUSES BEYOND ITS REASONABLE CONTROL.

11. In no event will FAC, any score provider or any other provider of information used by FAC in preparing Information Services, any of their respective affiliates, or any of their respective officers, directors, employees, or agents, have any liability to Client for any special, incidental, or consequential damages, including, without limitation, lost profits, business interruption, transmission of Disabling Devices, loss or corruption of data, and the like, arising out of any transactions in connection with this Agreement, including, without limitation in connection with any Information Service or Client's use or inability to use any Software Product, whether incurred as a result of negligence or otherwise, even if such persons or any of them have been advised of the possibility of such damages. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT SUCH LIMITATIONS MAY NOT APPLY TO CLIENT. The maximum liability of FAC in connection with an Information Service will not exceed an amount equal to the price paid by Client for such Information Service. *If Client is dissatisfied with any Software Product, Client's sole and exclusive remedy is to discontinue use of the Software Product.*

12. Client agrees that upon reasonable notice, FAC may (but has no obligation to), directly or through a third party, audit Client's procedures related to this Agreement (including, without limitation, your network, security systems, facilities, practices, and procedures) in order to confirm that they adequately protect against the improper use of Information Services and that Client is in compliance with FAC's Internet security requirements then in effect and all of the other requirements under this Agreement. You agree to fully cooperate in connection with such audits and to make all changes requested by FAC required to assure against unauthorized access of Information Services and for Client to comply with the other requirements of this Agreement.

13. Client agrees to pay in full according to FAC's fee schedule as in effect from time to time. Fees may be changed, effective upon written notice. An account is delinquent if the Client has not paid FAC's invoice to Client in full within 30 days after the date of the invoice. FAC may impose a late charge of 1.5 percent per month or at the maximum rate permitted by law on any delinquent account until paid in full and/or suspend providing Information Services hereunder until all delinquent amounts owed have been paid in full. Client agrees to pay all attorney fees and collection costs incurred by FAC in collecting any delinquent account, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs including at trial, on any appeal, and/or in a bankruptcy or similar proceeding, in addition to any other recovery to which it is entitled.

14. Client agrees to indemnify, defend, and hold harmless, FAC, all Score providers, and all other providers of information used in Information Services provided to Client hereunder, their respective affiliates, and the respective officers, directors, employees, agents, and suppliers and other third party contractors of all such persons from and against any and all actions, lawsuits, investigations, proceedings, costs, expenses (including, without limitation, attorney fees and court costs), and other claims or damages arising out of or in connection with any use or disclosure by Client or Client's employees, agents, or contractors of any Information Service (or any information therein or provided in connection therewith), any breach by Client of any of its obligations, representations, or warranties under this Agreement, Client's use of the Software Product contrary to any requirement under the applicable Software Product Agreement or under applicable law, and any claim by the subject of an Information Service or other person based on Client's order or use of any Information Service.

15. **EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE OR PENALTY OR (EXCEPT FOR THE SURVIVING OBLIGATIONS DEFINED IN SECTION 17) FURTHER LIABILITY, EFFECTIVE UPON FIVE (5) BUSINESS DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY.** In addition, FAC may suspend providing Information Services to Client without notice if FAC believes that Client has breached any of its obligations hereunder until the breach has been fully cured to FAC's satisfaction and FAC has received satisfactory assurances that such breach will not reoccur and Client will fully perform its obligations under this Agreement.

16. Client's failure to pay FAC any delinquent amounts in full within five (5) business days after written notice from FAC to Client will constitute a Client default and material breach of this Agreement, whereupon this Agreement will automatically and irrevocably terminate without further notice to Client or liability to FAC.

17. Termination of this Agreement will not: (a) release or otherwise affect Client's obligation to pay FAC in full for any fees per FAC's fee schedule, late charges, attorney fees and collection costs incurred to and including the date of termination; (b) terminate or otherwise affect the disclaimers and limitations of liability contained in this Agreement, which will survive termination of this Agreement; and/or (c) waive or otherwise affect Client's obligation to indemnify and defend under Section 14 of this Agreement, which will survive termination of this Agreement.

18. This Agreement, constitutes the entire agreement of the parties with respect to its subject matter, and supersedes any contemporaneous or prior written or oral agreements or other communications regarding such subject matter. No change may be made to this Agreement except by in writing executed by Client and the Compliance Officer or other authorized officer of FAC. This Agreement shall be interpreted in accordance with the laws of the state of California, without reference to its principles of conflict of laws. Client irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in San Diego County, California, with respect to all disputes in connection with this Agreement. If any court or other tribunal of competent jurisdiction declares any provision of this Agreement to be illegal or invalid or unenforceable, the legality and validity and enforceability of the remaining parts, terms, or provisions will not be affected thereby and the illegal or invalid or unenforceable part, term, or provision will be deemed not to be a part of, and severable from, the remaining portions of this Agreement.

19. If Client orders OFAC Screening Service, FAC Screening Services, Identity Verification or Fraud Prevention Products, Client acknowledges and agrees to comply with and abide by the additional terms and requirements set forth in Exhibit "D", attached hereto and incorporated herein by reference.

20. Client certifies that it will order Credit Reports solely for one or more of the following purpose(s) and for no other purpose (*Client must check only those that apply, and, below Client's signature to this Agreement, declare all intended uses of Credit Reports*):

<input type="checkbox"/>	<b>a.</b> in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer
<input type="checkbox"/>	<b>b.</b> in connection with underwriting of insurance involving the consumer
<input type="checkbox"/>	<b>c.</b> as a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation

21. Client agrees to comply with the requirements set forth in Exhibit "E" which is attached hereto and incorporated herein by reference regarding the proper disposal of consumer information. Client agrees to comply with the provisions therein as in effect from time to time.

22. Client agrees to comply with all applicable federal, state and local statutes, regulations, and rules, including, without limitation, the applicable provisions of the Fair Credit Report Act as amended by the Fair and Accurate Credit Transactions Act and the Gramm-Leach-Bliley Act, in ordering and using the Information Services. In the event Client changes its location, ownership, or control, Client agrees to notify FAC in writing, within ten (10) days of such change.

23. In the event of any actual or suspected security breach that Client either suffers or learns of that either compromises or is likely to compromise FAC data (including, but not limited to Credit Reports) (e.g., physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a PC (laptop or desktop), loss-theft of printed materials, etc.) (collectively, a "Security Breach"), Client will promptly notify FAC security personnel within one (1) business day of the discovery of such Security Breach and will immediately coordinate with FAC security personnel to investigate and remedy the Security Breach, as directed by FAC security personnel. Notification to FAC shall be made by calling FAC at 1-619-938-7242. Except as may be permitted by applicable law, Client agrees that it will not inform any third party of any such Security Breach without FAC's prior written consent; however, if such disclosure is required by applicable law, Client agrees to work with FAC regarding the content of such disclosure so as to minimize any potential adverse impact upon FAC and its clients and customers. Client also agrees to comply with all applicable federal and state breach laws and to provide timely notification under applicable law to those individuals affected by the Security Breach (including, but not limited to, notification to law enforcement authorities in the jurisdiction of Client and/or individual(s) effected) in the event the Security Breach was caused by or arose from the actions or inactions of Client. In addition, Client agrees to offer and provide, if accepted, to each affected or potentially affected consumer, credit history monitoring services for a minimum of one (1) year in which the consumer's credit history is monitored and the consumer receives daily notification of changes that may indicate fraud or identity theft. The monitoring service must include the daily data from at least one (1) national consumer credit reporting bureau. If the root cause of the Security Breach is determined by FAC to be under the control of Client (e.g., employee or former employee fraud, misconduct or abuse, poor information security practices, etc.), FAC may assess Client an expense recovery fee. If the root cause of the Security Breach is determined by FAC to be under the control of Client (see above), Client is required to submit written documentation to FAC outlining the cause of the breach and suggested remedial actions. If a Security Breach occurs or is suspected to have occurred, FAC may take any action it considers appropriate to safeguard FAC's data, including but not limited to suspension of Client's access until FAC has determined the Client's environment is secure.

24. *The person signing below certifies, represents and warrants that he or she (1) is duly authorized to bind the Company set forth below, to the terms, conditions and certifications of this Agreement, (2) has direct knowledge of the facts certified in this Agreement, and (3) is authorized and hereby consents for Client to receive faxes, including, but not limited to fax advertisements, sent by or on behalf of FAC and its affiliates to the fax number(s) indicated below.*

Company Name (please print): \_\_\_\_\_ Federal Tax ID #: \_\_\_\_\_

Street Address (no P.O. Boxes) \_\_\_\_\_ Suite: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

**Intended Use of Credit Reports (identify all uses):** \_\_\_\_\_

**Nature of Business:** \_\_\_\_\_

Additional locations covered by this Agreement: \_\_\_\_\_  
*(List each physical address or attach a separate listing on company letterhead)*

**EXHIBIT A  
CLIENT AFFILIATES**

Each Client Affiliate must be listed below in order to receive services under this Agreement. New Affiliates may be added with written notice to FAC. All Affiliates listed must currently and at all times during the term of this Agreement be controlled by, or under common control with Client, as defined in Section 1 of the Agreement.

Client Affiliate Company Name: \_\_\_\_\_  
 Street Address (No P.O. Boxes): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Client Affiliate Company Name: \_\_\_\_\_  
 Street Address (No P.O. Boxes): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Client Affiliate Company Name: \_\_\_\_\_  
 Street Address (No P.O. Boxes): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Client Affiliate Company Name: \_\_\_\_\_  
 Street Address (No P.O. Boxes): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**To Be Completed and Signed by the Corporate Office Only:**

The person signing below represents and warrants that he or she (1) has the necessary authority to bind the Client Affiliate(s) set forth above or on the attached listing, to the terms, conditions and certifications of the Agreement, and (2) is authorized and hereby consents for Client Affiliate(s) to receive faxes, including, but not limited to fax advertisements, sent by or on behalf of FAC and its affiliates to the fax number(s) indicated above.

Corporate Company Name: _____	Existing Corporate Acct# _____
Signature: _____	Date: _____
Print Name: _____	Title: _____

Please fill out completely – missing information will delay your application

**CUSTOMER PROFILE**

Company Name (Legal): \_\_\_\_\_ Franchise

DBA Name: \_\_\_\_\_ Stock Symbol \_\_\_\_\_

Street Address: \_\_\_\_\_ Suite \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: ( ) - \_\_\_\_\_ Fax: ( ) - \_\_\_\_\_

Company name as listed with Directory Assistance \_\_\_\_\_ Web Site Address: \_\_\_\_\_

Corporate company name (if applicable): \_\_\_\_\_ Telephone: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_

Corporate address: \_\_\_\_\_ Suite: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Multiple Branches:  Yes  No Bill Separately:  Yes  No

Billing Address: \_\_\_\_\_ Billing City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Length of time in Business: \_\_\_\_\_ Yrs \_\_\_\_\_ Mos Length of time at current location: \_\_\_\_\_ Yrs \_\_\_\_\_ Mos

Business Tax ID: \_\_\_\_\_ No. of Employees: \_\_\_\_\_ Annual Revenue: \_\_\_\_\_

Type of business/office location:  Commercial Office  Residence/Home Based Office

Own or Lease building/office space:  Own  Lease

**LANDLORD INFORMATION**

Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: ( ) - \_\_\_\_\_

Term: \_\_\_\_\_ Lease Date: / /

**CONTACT INFORMATION** *Required*

**1. Primary contact**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone number: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

**2. Compliance contact** *(individual we can contact with questions or additional information needed to complete compliance verifications)*

Same as primary

Other Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone number: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

**3. Users / Updates contact** *(individual who we can send welcome kits to)*

Same as primary

Other Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone number: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

**4. Billing contact**

Same as primary

Other Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone number: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

**TYPE OF BUSINESS – Please attach a copy of business license – include DBA and/or Proof of Affiliation if applicable.**

Corporation State: \_\_\_\_\_  Partnership  Sole Proprietor  Bank FDIC No: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ Business License No: \_\_\_\_\_  Credit Union Charter No: \_\_\_\_\_

LLC State: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Date of Organization: \_\_\_\_\_ Date of Organization: \_\_\_\_\_

**Is the company licensed to and/or provide service as any of the following? (please check all that apply)**

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Adult Entertainment Service, any type                     | <input type="checkbox"/> Asset Location Services               | <input type="checkbox"/> Attorney of Law Office, any type   | <input type="checkbox"/> Law Enforcement Agency   |
| <input type="checkbox"/> Bail Bondsman   | <input type="checkbox"/> Check Cashing                         | <input type="checkbox"/> Company of individual in spiritual counseling  | <input type="checkbox"/> Company seeking info. in connection with time shares   |
| <input type="checkbox"/> Massage Service   | <input type="checkbox"/> Company that locates missing children | <input type="checkbox"/> Credit Counseling  | <input type="checkbox"/> Credit Repair Clinic   |
| <input type="checkbox"/> Dating Service  | <input type="checkbox"/> Financial Counseling                  | <input type="checkbox"/> Genealogical or Heir Research Firm   | <input type="checkbox"/> Individual seeking information for their Private Use   |
| <input type="checkbox"/> Insurance Claims  | <input type="checkbox"/> Investigative Company                 | <input type="checkbox"/> Law Firm   | <input type="checkbox"/> Company that handles third party repossession  |
| <input type="checkbox"/> News Agency or Journalist                                 | <input type="checkbox"/> Pawn Shop                             | <input type="checkbox"/> Business that operates out of an apartment or unrestricted location within a residence |   |
| <input type="checkbox"/> Subscriptions (Magazines, book clubs, record clubs, etc.) | <input type="checkbox"/> Security Services                     | <input type="checkbox"/> Private Detectives or Detective Agencies   | <input type="checkbox"/> Tattoo Service <input type="checkbox"/> Health Club <input type="checkbox"/> Continuity Club |

**BUSINESS BANK REFERENCE**

Name: \_\_\_\_\_ Branch: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Account #: \_\_\_\_\_ Name of Contact: \_\_\_\_\_  
 Phone #: (    ) - \_\_\_\_\_ Fax #: (    ) - \_\_\_\_\_

**BUSINESS REFERENCES – (Do not list financial institutions or auctions)**

**Reference One** – Acct #: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone #: (    ) - \_\_\_\_\_ Fax: (    ) - \_\_\_\_\_  
 Contact: \_\_\_\_\_

**Reference Two** – Acct #: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone #: (    ) - \_\_\_\_\_ Fax: (    ) - \_\_\_\_\_  
 Contact: \_\_\_\_\_

**OFFICERS, OWNERS, PARTNERS, MEMBERS OR MANAGING PARTNERS *Required***

Principal listed below must be company officer/owner, (i.e.; CEO, President, Vice President, CFO, etc.) who has signature authority to bind/contractually obligate the company and extend contract coverage to any locations added in the future. If company is limited liability company, managers may sign. Please include additional principal names and titles if applicable.

NAMES OF OFFICERS, OWNERS and/or PARTNERS	TITLE
1) _____	_____
2) _____	_____

**AUTHORIZED SIGNATURE *Required***  
*Must be signed by company officer/owner/partner/member/managing partner*

I certify that (1) the above information and any attachments hereto, are true and correct, (2) I have direct knowledge of the information and facts set forth in this Customer Profile, and (3) I authorize First Advantage CREDCO to check credit references of applicant. I further authorize First Advantage Credco to access my personal credit report from any consumer reporting agency as part of its due diligence process. In addition, I further authorize First Advantage Credco to access a business report on the applicant hereto. I further authorize my creditors to treat a photocopy or facsimile of my signature as if it were an original, and accept such as my authorization to release credit information to First Advantage CREDCO telephonically. I give First Advantage Credco permission to request business checking account information on the above account as part of part of First Advantage CREDCO's membership due diligence process. I have also attached a copy of my current driver's license.

Principal's Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Current Home Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_ DOB: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

BUYERID INDEX ADDENDUM

This BuyerID Index Addendum ("Addendum") is entered into \_\_\_\_\_ ("Effective Date"), by and between First Advantage Credco, LLC ("FAC") and the undersigned client ("Client") and supplements the Agreement for Service between FAC and Client dated \_\_\_\_\_ ("the Agreement"). 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 and Client Affiliates agree 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.

A. 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.

1. **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.

2. **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.

3. **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.

4. **Fees and Payments.** Client shall pay FAC for BuyerID Index in the amounts set forth in Schedule 1. FAC shall have the right to revise or amend the pricing by providing thirty (30) days prior written notice to Client before such revision or amendment becomes effective. Payments shall be made to FAC within thirty (30) days of invoice date. If Client fails to pay any invoice in accordance with the foregoing terms, Client shall also pay interest on the unpaid amount at the lesser of one percent (1%) per month or the maximum amount allowed by law. The prices and rates for BuyerID Index do not include either shipping costs or applicable federal, state or local sales or use taxes. FAC shall charge Client applicable sales tax; Client shall be responsible for filing all other taxes.

5. **Indemnification.** Client shall indemnify, defend and hold harmless FAC and its agents, employees, independent contractors and third party suppliers (including IDA) on account of any demand, action, loss, cost, expense (including, without limitation, reasonable attorney fees and costs of litigation) damage, liability, penalty, or claim (collectively, "Claims") arising from or in any way connected with (a) Client's breach of this Addendum, including, without limitation, the improper order, use or disclosure of BuyerID Index by Client or Client's employees, agents, or independent contractors, and (b) any Claim by any consumer or any other third party in connection with any BuyerID Index provided by FAC, except to the extent directly caused by FAC's gross negligence.

6. **Application of Agreement Provisions.** Without limiting the applicability of any other provision of the Agreement, the provisions in the Agreement pertaining to disclaimer of warranties and representations, 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.

7. **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.

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 Effective Date.

\_\_\_\_\_  
Name of Client  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Title

FIRST ADVANTAGE CREDCO, LLC  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Title

**SCHEDULE 1****A. BuyerID Index**

**BuyerID Index:** The BuyerID Index is a predictive model that rank orders risk by returning a three byte numeric Index ranging from 000 to 999, the higher the index the greater the probability of identity risk. The Index also comes with 3 – 3 byte reason codes that reflect why the Index is not 000 (reasons for risk to the identity).

**B. Permitted Applications:** Client may use BuyerID Index solely for the applications specified below.

1. Client may access the BuyerID Index for internal business purposes only. Client may not resell, re-license or redistribute BuyerID index whole or in part

**C. Territory:** Territory means the United States of America, and its possessions.

**D. Fees:** Client shall pay FAC the following Fees:

1. \$0.25 per BuyerID Index ordered.



## Fax Cover Sheet

To: First Advantage CREDCO  
Automotive  
619-938-7007 fax

From: Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Contact Fax: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Contact e-mail: \_\_\_\_\_

Contact for the physical inspection: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

System Name: \_\_\_\_\_

**Compliance Documents Enclosed:**

- Agreement for Service completed and signed (**pages 3-5, page 6 is only required if applicable**)
- Customer Profile completed and signed (**pages 7-8**)
- Dealer License/Business License (*copy*)
- Government issued photo ID (*copy*)
- Lease - Signature page, the address page, the terms of the lease page, landlord name and contact information is required (*copy*)

**Business Compliance (Red Flag Solution):**

Our expanded product offering, which includes identity verification, OFAC screening (US Patriot Act) and credit reporting services, is designed to help you comply with the new Red Flag Rules, which went into effect January 1, 2008. Ask your Account Representative for details.

- Activate** Red Flag Solution (OFAC Screening and BuyerID)
- BuyerID Index Addendum (**page 9** if applicable)
- DO NOT Activate OFAC Screening
- DO NOT Activate BuyerID

**Enclose the following additional documents if in business 1yr or less:**

- Copy of recent business bank account statement (*copy*)
- Copy of recent business telephone bill (*copy*)

**NOTE - For companies in business more than 1 yr, you may provide the additional documents noted above to expedite processing.**