

**CUSTOMER APPLICATION PACKAGE (CAP) INCLUDING TX PRODUCT AGREEMENT**

**DataTrax Services LLC (DataTrax) PO Box 451154 Houston TX 77245-1154**, has established databases available for access by its Customers pursuant to the terms and conditions of this agreement. Customer desires to obtain access to **DataTrax's** databases, and **DataTrax** will grant such access, provided certain contractual terms and conditions are met. Therefore, in consideration of the promises made in this Agreement, **DataTrax** and Customer agree as follows:

**1. ACCESS TO DATABASES**

During the term of this Agreement, Customer, subject to the other terms and conditions stated in this Agreement, shall be entitled to access **DataTrax's** databases twenty-four (24) hours per day except for reasonable times as required for system backups and preventative and emergency maintenance.

**2. TERM**

This Agreement shall take effect immediately upon acceptance and shall continue in effect for a term of one (1) year. This agreement will be **automatically renewed** for additional terms of one (1) year upon the same terms contained in this Agreement except that all charges to be paid by Customer will be at **DataTrax's** current prices then in effect.

**3. CONTENTS OF DATABASE**

Customer shall have access to the database(s) now in effect and as amended from time to time. **DataTrax** reserves the right to add or withdraw specific databases or to modify the Database Index on thirty (30) days prior written notice to Customer of any such change.

**4. RESTRICTION ON USE OF DATABASE**

- a. **Limited Use of Data in Database.** The data in the Database can be used in a variety of ways. However, not all uses of the data are permissible, and Customer hereby acknowledges that its rights to use the data in the Database are limited. Customer agrees to use the data in the Database solely for the purposes as so marked on the detailed listing found in Appendix A, and Customer agrees not to use the data for any other purposes.
- b. **Proprietary Notices.** Customer specifically agrees to comply with all copyright and any other proprietary or other notices included in each database (and all other materials) provided by **DataTrax**.

**5. PASSWORD PROVIDED**

Upon receipt of payment by **DataTrax**, Customer shall be provided its unique password(s) by telephone communications from a member of our staff.

**6. PASSWORD USE AND SECURITY**

Customer shall have sole responsibility for the security of the password(s) issued and for all charges incurred by use of that password(s). Customer is solely responsible for notifying **DataTrax** in writing by the most expeditious means available of the loss or the theft of a password(s), and Customer shall be relieved of liability of charges incurred through the use of a lost or stolen password(s) only after **DataTrax's** receipt of that written notice.

**7. CHARGES**

- a. Customer shall pay a fixed monthly fee of **One Hundred Twenty (\$120.00) dollars** per month/per concurrent user plus applicable sales and other taxes.
- b. Customer shall pay a non-refundable account set-up fee of **One Hundred (\$100.00) Dollars** plus applicable sales and other taxes.
- c. Customer shall be invoiced on a monthly basis for the next month's access.
- d. Payment is due **Net Ten (10) Days** from date of invoice.
- e. If payment is not received per the Terms on the invoice, then, as a result of this material breach, **DataTrax** has the right to **terminate service to Customer without prior notice**. Customer agrees that it shall be liable for all costs of collection of any delinquency including but not limited to collection agency fees and court costs.
- f. Customer will be charged **Twenty-Five (25.00) Dollars** for any returned check for insufficient funds, or other reason given by the bank.

- g. A terminated Customer must pay a non-refundable fee of **One Hundred (\$100.00) Dollars**, a fixed monthly fee of **One Hundred Twenty (\$120.00) dollars** for each concurrent user, and any unpaid delinquent fees prior to reactivation of service.
- h. Customer shall pay for any other services ordered by Customer based on **DataTrax's** current rate. Postage and / or freight charges will also be invoiced.
- i. The **One Hundred Twenty (\$120.00) dollars** per month charge is a flat fee per month. There is no partial activation or termination percentage for a portion of a month.
- j. **DataTrax** reserves the right to change any and all charges, and Customer agrees that all such charges shall be effective immediately upon such notification and publication by **DataTrax**. If Customer has indicated its desire for **DataTrax** to charge payments, fees, and other charges to Customer's **credit card** on a monthly basis, then the credit card will be so charged on a monthly basis for the next month's access. Customer represents and warrants that it is the holder of the credit card account, is responsible therefore, and that the credit card information provided to **DataTrax** is accurate and complete and relates to an account in good standing. If the credit card charge is **declined**, then, as a result of this material breach, **DataTrax** has the right to terminate service to Customer without prior notice.
- k. **DataTrax has the option of charging the credit card on file for all charges due over 10 days..**

#### 8. **TERMINATION BY CUSTOMER**

**DataTrax** agrees that Customer may terminate this Agreement immediately on written notice to **DataTrax** if any rate or service charge increase or change in service is unacceptable to Customer. Any such termination by Customer shall be effective as of the effective date of the rate change or change in service. Customer may terminate this Agreement for convenience upon thirty (30) days prior written notice.

#### 9. **LIABILITY FOR FAILURES OR DELAYS**

Customer agrees that **DataTrax** shall not be liable for any delays or failures in performance or for any interruption of **DataTrax's** service arising from any cause or circumstance beyond its reasonable control and further agrees to indemnify and hold **DataTrax** harmless from any loss or claims of loss arising out of the use of **DataTrax's** service or any materials provided under this Agreement.

#### 10. **WARRANTY DISCLAIMER**

THE DATABASE TO WHICH CUSTOMER IS BEING GIVEN ACCESS IS ACTUALLY A COLLECTION OF DATABASES, MANY OF WHICH ARE PROVIDED BY THIRD PARTIES OVER WHOM **DataTrax** HAS NO CONTROL. THUS, DATABASE ACCESS IS PROVIDED AS IS. **DataTrax** MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO CUSTOMER OR ANY THIRD PARTY, WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY MEANS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TRUTH, ACCURACY AND / OR CORRECTNESS OF ANY INFORMATION CONTAINED IN SAID DATABASE, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES OF MERCHANTABILITY OR QUALITY FOR THE ORDINARY PURPOSES FOR WHICH THE DATABASE IS USED, ANY WARRANTIES OF SYSTEM INTEGRATION, AND / OR ANY WARRANTIES OF QUIET ENJOYMENT OR NON-INFRINGEMENT. **DataTrax** ASSUMES NO RESPONSIBILITY WITH RESPECT TO ANY USE OF ANY OF THE SERVICES OR DATABASE INFORMATION MADE AVAILABLE BY **DataTrax**, AND THE ENTIRE RISK AS TO QUALITY, PERFORMANCE, ACCURACY, EFFORT AND UTILITY IS WITH THE CUSTOMER. CUSTOMER ACKNOWLEDGES THAT IT IS IN NO SPECIAL RELATIONSHIP OF RELIANCE UPON **DataTrax** AND IS NOT RELYING UPON THE ADVICE, JUDGMENT, OR SKILL OF **DataTrax** EMPLOYEES OR AGENTS IN ENTERING INTO THIS AGREEMENT. THERE IS NO WARRANTY THAT THE DATABASE, OR INFORMATION CONTAINED THEREIN, WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. CUSTOMER AGREES THAT **DataTrax** SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR THE LOSS OF PROFIT, REVENUE, OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT

11. **ASSIGNMENT**

Customer agrees that this Agreement shall not be assigned or transferred and that any attempt on its part to assign or transfer this Agreement or any of its rights or obligations under this Agreement shall be null and void.

12. **GOVERNING LAW**

This Agreement shall be construed under and be governed by the laws of the State of Texas.

13. **ENTIRE AGREEMENT**

This agreement, including all attachments, constitutes the entire Agreement of the parties.

14. **NOTICES**

Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such notice or demand shall be given or served in writing and delivered personally, sent by email, sent by facsimile or forwarded by United States Mail, addressed to such customer at its place of business as set forth in the **DataTrax** Online Application. Such notice or demand shall be deemed given when received in the case of personal delivery, when sent in the case of email and facsimile and in the case of United States Mail when delivered.

15. **NONWAIVER OF RIGHTS**

Customer and **DataTrax** agree that no failure or delay to exercise any right, power, or privilege on the part of either party shall operate as a waiver of any right, power, or privilege under this Agreement. Customer and **DataTrax** also agree that no single or partial exercise of any right under this Agreement shall preclude further exercise of the right. Time is of the essence with respect to the performance of every provision of this Agreement by Customer and **DataTrax**.

16. **SEVERABILITY**

If any court determines that any provision in this Agreement is invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

17. **ATTORNEY'S FEES**

If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement

18. **MODIFICATION**

No modifications or amendments to this Agreement shall be valid, unless in writing, and signed by duly authorized representatives of the parties.

19. **DRIVER'S LICENSE AND MOTOR VEHICLE TITLE & REGISTRATION DATABASE**

Customer represents, certifies and warrants to **DataTrax** that it is aware of and familiar with the statutes, rules and regulations (federal and state) (the same being hereinafter referred to collectively as the "Rules") that govern the use of the Motor Vehicle Title and Registration Database ("VTR"), and that the release and use of personal data contained in the VTR is restricted or prohibited in many cases. In particular, VTR and related data may NOT be used for marketing, advertising, direct mail, sales solicitation, or promotional purposes of any kind. Customer also represents, certifies and warrants to **DataTrax** that it will comply with the Rules and that it will not post on the Internet, either directly or indirectly, any information obtained from the VTR. Customer agrees to indemnify and hold harmless **DataTrax** from any and all loss or claims arising out of Customer's (or any of Customer's customers') use of the VTR asserted or alleged against **DataTrax**.

If you acknowledge that you have read and understood the Agreement above and you now agree to be bound by its terms and conditions, then **SIGN, DATE, COMPLETE** the requested fields below, **AND** check USES in Appendix A, **AND** also complete **CCA (Credit Card Authorization)** in Appendix C. **SCAN-EMAIL or FAX** your entire completed Customer Application Package to **DataTrax**. **In witness whereof, DataTrax and Customer have caused this Agreement to be executed by duly authorized representatives as of date below. Please have your signature witnessed/notarized as provided for on the next page.**

<b>Customer Signature (Full Legal Name)</b>	<b>Date</b>	<b>Printed Full Name</b>
<b>Your Title</b>		<b>Your Company (Full Legal Name)</b>
<b>Your Phone</b>		<b>Your Email</b>
<b>Federal ID or SSN #</b>		<b>Name of A/P Person</b>
<b>Company Website</b>		<b>Years in Business</b>
		<b>Your Company Physical Address</b>
		<b>Email of A/P Person</b>
		<b>Your Company Mailing Address</b>

**CUSTOMER SIGNATURE & DATE MUST BE NOTARIZED**

ACKNOWLEDGEMENT

BE IT RECORDED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary

Public in and said county and state, personally appeared \_\_\_\_\_,

(Name of Applicant) known to me to be, or having supplied sufficient proof of being, the same individual described herein and

who executed this agreement freely and voluntarily.

Name of Applicant

\_\_\_\_\_ (NOTARY PUBLIC)

**If using embossed seal, please complete the following:**

<p>Notary Name: _____</p> <p>Commission #: _____</p> <p>Commission Expires: _____</p> <p>Jurisdiction: _____</p>	<p>(Place Seal Below)</p>
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## APPENDIX A

USE LIMITATIONS: WHEREAS, the Federal Gramm-Leach-Bliley Act, 15 U.S.C.A. Section 6801 et seq. (2000), (“GLB Act”) was enacted to protect the use and disclosure of non-public personal information, including, in certain instances, the use of identifying information only; and WHEREAS, the Federal Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq. (“FCRA”) was, in part, enacted to address the collection and use of information concerning consumers that relates to an individual’s credit-worthiness, credit standing, credit capacity or the general reputation of the individual; and WHEREAS, the GLB Act provides limited exceptions under which such information may be used; NOW, THEREFORE, Customer hereby certifies to **DataTrax** that Customer has determined that Customer’s use of certain identification-only products (“Reference Products”), including but not limited to Credit Header Products is pursuant to an exception under the GLB Act and/or constitutes a permissible purpose as defined by the FCRA. Customer acknowledges that it is in its best interest to implement the Fair Information Practice Principles and agrees that in addition to using these Reference Products pursuant to a GLB Act exception and/or a permissible purpose as defined by the FCRA, it will use these Reference Products in compliance with Fair Information Practice Principles. Customer hereby certifies that its use of the Reference Products shall be for Purpose(s) designated below in the section entitled, “Certification of uses for Non-Public Information Products”. Furthermore, the State of Texas strictly prohibits use of its VTR and related data for marketing, advertising, direct mail, sales solicitation, or promotional purposes of any kind.

Customer acknowledges that Customer has read and does understand the information set forth above and understands that failure to abide by the Fair Information Practice Principles or attempting to access restricted information for any reason other than as designated by Customer may result in immediate termination of access or to other remedies. Further, Customer acknowledges receipt of “Access Security Requirements” and agrees to abide by the terms and conditions described therein.

Customer understands that **DataTrax** cannot provide legal advice regarding the appropriate uses of non-public, personal information and that it is Customer’s obligation and responsibility to seek legal counsel in interpreting the applicable laws. However, regardless of the opinion of Customer’s legal counsel, **DataTrax** will allow or restrict access to products based on **DataTrax**’ understanding of the applicable laws. All such decisions are the sole discretion of **DataTrax** and shall be final.

**DataTrax** may, from time to time, in the ordinary course of business, in order to fulfill its compliance obligations, routinely and randomly audit, through a variety of means, the use of information obtained by **DataTrax** Customers from **DataTrax**. Customer agrees to provide to **DataTrax** such access or documentation as **DataTrax** deems necessary to perform such audits in order to verify the legitimacy of a request for non-public information. **DataTrax** shall protect the confidentiality of all information obtained through such audits. Customer acknowledges that failure to provide such access or documentation may result in immediate restriction of access or other remedies.

**CERTIFICATION of Uses for Non-Public Information Products: Check all uses for which you will be requesting data.**

- |  |  |
|--|--|
| <input type="checkbox"/> Child Support Enforcement   | <input type="checkbox"/> Employment Screening                  |
| <input type="checkbox"/> Debt Collections  | <input type="checkbox"/> Employment Verification               |
| <input type="checkbox"/> Legal Process Service   | <input type="checkbox"/> Fraud Prevention                      |
| <input type="checkbox"/> Insurance Claims Investigation  | <input type="checkbox"/> Locate Beneficiaries and Heirs        |
| <input type="checkbox"/> Locate Missing Persons  | <input type="checkbox"/> Locate Owners of Unclaimed Goods      |
| <input type="checkbox"/> Locate Former Employees   | <input type="checkbox"/> Locate Alumni - Class Reunions        |
| <input type="checkbox"/> Locate Existing Customers   | <input type="checkbox"/> Product Recalls                       |
| <input type="checkbox"/> People Locator Service  | <input type="checkbox"/> Locate Former Patients (Medical ONLY) |
| <input type="checkbox"/> Tenant Screening  |  |
| <input type="checkbox"/> Witness & Victim Locating in a documented criminal or civil action                      |  |
| <input type="checkbox"/> Locating Fraud Victims in an active criminal or civil action                            |  |
| <input type="checkbox"/> For required institutional risk control or for resolving consumer disputes or inquiries |  |
| <input type="checkbox"/> Other (please describe)   |  |

While other uses for non-public records may be allowable under the FCRA, GLB and other Federal & State laws and by the principles of the Fair Information Practice Codes, the purposes for which we will allow access to these products are limited to those listed above unless specifically authorized by DataTrax in writing in advance of data access.

## APPENDIX B

### CERTIFICATION OF USE OF VTR DATA

**NOTE:** The State may release information contained in the MVR's and the VTR database only if the Customer certifies their intended uses of the information as listed this Appendix B to this contract. Certified intended uses include only those uses for which the Customer will actually employ the information. Certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from Customer. All use of data must also confirm to [Federal Driver's Privacy Protection Act](#), (18 U.S.C. §2721).

**PLEASE INITIAL BELOW (DO NOT CHECK) THE INTENDED USE(S) FOR WHICH REMOTE ELECTRONIC ACCESS TO THE VTR DATABASE IS REQUESTED:**

#### PERMITTED USES:

##### Section I

**A.** For use in connection with any matter of:

- \_\_\_ (1) motor vehicle or motor vehicle operator safety;
- \_\_\_ (2) motor vehicle theft;
- \_\_\_ (3) motor vehicle emissions;
- \_\_\_ (4) motor vehicle product alterations, recalls, or advisories;
- \_\_\_ (5) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer; or
- \_\_\_ (6) removal of non-owner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of: (a) the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 et seq.; (b) 49 U.S.C. Chapters 301, 305, 323, 325, 327, 329, and 331; (c) the Anti-Car Theft Act of 1992, 18 U.S.C. Sections 553, 981, 982, 2119, 2312, 2313, and 2322, 19 U.S.C. Sections 1646b and 1646c, and 42 U.S.C. Section 3750a et seq., all as amended; (d) the Clean Air Act, 42 U.S.C. Section 7401 et seq., as amended; and
- \_\_\_ (e) any other statute or regulation enacted or adopted under or in relation to a law included in Paragraphs (a)-(d).

**B.** Use will be strictly limited to use by:

- \_\_\_ (1) a government agency, including any court or law enforcement agency, in carrying out its functions; or
- \_\_\_ (2) a private person or entity acting on behalf of a government agency in carrying out the functions of the agency.

##### Section II

**A.** Use in connection with a matter of:

- \_\_\_ (1) motor vehicle or motor vehicle operator safety;
- \_\_\_ (2) motor vehicle theft;
- \_\_\_ (3) motor vehicle product alterations, recalls, or advisories;
- \_\_\_ (4) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;
- \_\_\_ (5) motor vehicle market research activities, including survey research; or
- \_\_\_ (6) removal of non-owner records from the original owner records of motor vehicle manufacturers;

**B.** Use in the normal course of business by a legitimate business or an agent, employee, or contractor of the business, but only:

- \_\_\_ (1) to verify the accuracy of personal information submitted by the individual to the business or an agent, employee, or contractor of the business; and
- \_\_\_ (2) if the information as submitted is not correct or is no longer correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual;

**C.** Use in conjunction:

- \_\_\_ With a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court;

**D. Use in:**

\_\_\_ Research or in producing statistical reports, but only if the personal information is not published, re-disclosed, or used to contact any individual;

**E. Use by:**

\_\_\_ An insurer or insurance support organization, or by a self-insured entity, or an agent, employee, or contractor of the entity, in connection with claims investigation activities, antifraud activities, rating, or underwriting;

**F. Use in:**

\_\_\_ providing notice to an owner of a towed or impounded vehicle;

**G. Use by:**

\_\_\_ A licensed private investigator agency or licensed security service for a purpose permitted under this section;

**H. Use by:**

\_\_\_ An employer or an agent or insurer of the employer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. Chapter 313;

**I. Use in:**

\_\_\_ Connection with the operation of a private toll transportation facility;

**CERTIFICATION**

**I, \_\_\_\_\_, the Customer, do hereby certify that the intended use of the VTR database information is requested for the permitted use(s) initialed above.**

\_\_\_\_\_  
(THE CUSTOMER)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)



**APPENDIX C**

**INDICATE YOUR TYPE OF BUSINESS (CHECK ALL THAT APPLIES):**

- Auto Dealer
- Auto Auction
- Auto Storage
- Salvage Yard
- Wrecker Service
- Auto Repossession
- Collection Agency
- Attorney
- City Agency
- College / University
- Bank / Credit Union
- Insurance Firm
- Finance Company
- Car Title Service
- Private Investigator
- Process Server
- Other \_\_\_\_\_

Primary Authorized Signer Please Initial Here: \_\_\_\_\_

**RESTRICTED USES: The following is a list of unacceptable uses for our services, products or information:**

- a. May NOT be used to locate suspects in a criminal or civil lawsuit in order to develop a news story.
- b. May NOT be used to track down victims of fraud, their family members or friends to develop a news story.
- c. May NOT be used to locate lost loves, friends, family members or for personal reasons (dating, etc.).
- d. May NOT be used for purposes that may cause physical or emotional harm to the subject of the report (e.g. stalking, harassing, etc.).
- e. May NOT be used to search for individuals involved in an adoption (children, parents, siblings, etc.).
- f. May NOT be used to locate personal information on well-known/high profile celebrities, government officials, etc.
- g. May NOT be used in connection with credit repair services, to locate previous debtors or to assist in the determination of whether or not to file a personal lawsuit or judgment against the subject of the report.
- h. May NOT be used to access individual reference data on one's self or out of personal curiosity.
- i. May NOT be used by Professional and Commercial users for purposes that are not within their normal course of business (e.g. A collection agency may NOT use our services/products to locate a witness to a crime).
- j. May NOT be used for marketing, advertising, direct mail, sales solicitation, or promotional purposes of any kind.

ACCESS SECURITY REQUIREMENTS: We recognize and accept our obligation to support and implement policies that protect the confidential nature of information we provide through our services (which include providing access to information contained in the databases of the three national credit bureaus) and to ensure respect for consumer's rights to privacy. Therefore, we provide our services only to pre-approved companies that have an acceptable use for credit headers and credit header information.

We strive to achieve and to enforce the highest levels of legal and ethical conduct in the use of credit header information. We seek to tailor our credit header products, and to limit access to them, in a fair and balanced manner, one that respects both legitimate needs for information and legitimate privacy concerns.

We provide the following notice to you so that you may avoid falling under the restrictions imposed by the Fair Credit Reporting Act (FCRA). You may only use credit header information to locate or to further identify the subject of that credit header information. You may not and should not use credit header information, in whole or in part, to determine a consumer's eligibility for credit, for employment, or for insurance, nor may you use credit header information for any other purpose for which you might properly obtain a consumer report, except in connection with collection of a debt. If adverse action is to be taken against the subject of a credit header report and the basis for such adverse action is information obtained or derived from credit header information, you must verify such information from another source before taking such adverse action.

We require all Customers to take strict precautions to secure any system or device used to access credit header information. To that end, we have established the following requirements:

- a. **You must appoint and identify a Security Designate who will have responsibility within your company to oversee the stipulations listed below.**

**NAME OF SECURITY DESIGNATE** \_\_\_\_\_  
**TITLE** \_\_\_\_\_

- b. You consider and treat your account number and password as "sensitive information." You must protect your account number and password in a way that assures that only key personnel have access to and knowledge of this sensitive information. Under no circumstances should you give unauthorized persons information concerning your account number or password. You must notify DataTrax immediately so that new passwords can be issued when those company personnel who have access to DataTrax' data are terminated from employment, transferred and/or job duties have been reassigned where access to data is no longer required; or you become aware of suspect or questionable activity regarding access to DataTrax' data; or you become aware of any potential compromise of your systems that may expose DataTrax' data to security vulnerabilities.

**Primary Authorized Signer Please Initial Here: \_\_\_\_\_**

- c. The system access software you use (whether developed by you or purchased from a third-party vendor) must “hide” or “embed” your account number and password so that only supervisory personnel know your account number and password. You must assign each end user of your system access software unique passwords.
- d. You must not discuss your account number and password over the telephone with any unknown caller, even if the caller claims to be our employee.
- e. You must restrict the ability to obtain credit header information to a few key personnel.
- f. Credit header information obtained through our service CANNOT be sold to the general public, in whole or in part, under any circumstances.
- g. Credit header information you obtain through our service must be obtained in a manner consistent with the principles of the Fair Information Practice Codes described by the Federal Trade Commission (<http://www.ftc.gov/reports/privacy3/fairinfo.htm>) and must be consistently used as defined by the Gramm-Leach-Bliley Act and/or as a permissible purpose as defined by the federal Fair Credit Reporting Act.
- h. As the Primary Authorized Signer, you must provide a copy of a government issued photo identification of yourself as part of your submitted CAP package.** This will help DataTrax verify GLB data access is being provided to the right party. It will also help protect your company for security purposes that Password(s) have been generated for authorized person(s) only.



Primary Authorized Signer Please Initial Here: \_\_\_\_\_

**APPENDIX D**

<b>DataTrax Services, LLC</b> PO Box 451154 Houston, TX 77245-1154	Phone 888.253.0383 Fax 281.769.8727 SCAN-EMAIL: <a href="mailto:Office@DataTraxServices.com">Office@DataTraxServices.com</a>
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**CREDIT CARD AUTHORIZATION**

<b>Date</b>			
<b>Customer #</b>			
<i>Support team will complete)</i>			
<b>Company Name</b>		<b>Email:</b>	
<b>Phone #</b>		<b>Fax #</b>	
<b>Billing Address</b>			
<b>Physical Address</b>			
<b>Contact Name</b>		<b>Cell:</b>	
<b>Credit Card</b>	<input type="checkbox"/> VISA	<input type="checkbox"/> DISCOV	<input type="checkbox"/> MCARD <input type="checkbox"/> AMEX
<b>Credit Card #</b>			
<b>Expiration Date</b>		<b>CVV #</b>	
<b>Chargeable Amount</b>			
<i>Support team will complete)</i>			
<b>Cardholder Signature</b>			
<i>I certify that I am an authorized user on this credit card</i> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>PLEASE CHECK THE BOX BELOW THAT APPLIES*</b>			
<input type="checkbox"/> *Please charge my credit card for this month only ( <i>one-time only</i> )			
<input type="checkbox"/> *Please charge my credit card every month ( <i>recurring</i> )			
<input type="checkbox"/> <b>I understand that DataTrax has the option of charging the Credit Card   on file for all charges due over 10 days.</b>			

## CHECK LIST

1. **DID YOU SIGN, DATE, AND PROVIDE NECESSARY CONTACT INFO ON SIGNATURE PAGE OF AGREEMENT?**
2. **DID YOU HAVE YOUR SIGNATURE AND DATE ON THE AGREEMENT DULY NOTARIZED, AS REQUIRED?**
3. **DID YOUR PRIMARY AUTHORIZED SIGNER INITIAL AT THE BOTTOM OF EVERY PAGE AS REQUIRED ON APPENDIX A?**
4. **DID YOU APPOINT AND IDENTIFY SOMEONE AS SECURITY DESIGNATE FOR YOUR FIRM, AS REQUIRED?**
5. **HAVE YOU PROVIDED A COPY OF A GOVERNMENT ISSUED PHOTO ID WITH SIGNATURE OF THE PRIMARY AUTHORIZED SIGNER?**
6. **HAVE YOU FULLY COMPLETED THE CREDIT CARD AUTHORIZATION FORM AS PART OF YOUR CAP PACKAGE?**
7. **HAVE YOU PROVIDED A LIST OF DESIGNATED EMPLOYEES WITH NAMES, TITLES, AND CONTACT INFO FOR ANY REQUESTED ADDITIONAL USERID'S?**
8. **HAVE YOU PROVIDED A COPY OF THE ARTICLES OF INCORPORATION, BUSINESS LICENSE, PROFESSIONAL LICENSE, OR OTHER STATE OR FEDERALLY ISSUED DOCUMENT VERIFYING YOUR RIGHT TO CONDUCT BUSINESS IN YOUR STATE? \***
9. **HAVE YOU PROVIDED A COPY OF THE COVER PAGE OF YOUR PHONE BILL (THE PAGE THAT CONTAINS THE PHONE NUMBER OF THE BILLING ADDRESS)?**
  - **(If your profession is not regulated by a state or federal agency, you may supply us with proof of professional liability insurance, also known as “Errors and Omissions Insurance”. To establish the legitimacy of your business enterprise.)**

To submit your Agreement & Customer Application Package (ACAP): Please SCAN-EMAIL a completed/signed copy of ACAP to [Office@DataTraxServices.com](mailto:Office@DataTraxServices.com), or FAX a completed/ signed copy of ACAP to **281-769-8727**. Be sure to provide all required proof items and also have your Agreement signature witnessed/notarized, as requested.