



BROKER SUBSCRIBER OFAC ALERT SERVICES ADDENDUM

This Addendum is made this ____ day of ____ 200____, (the “**Effective Date**”) by and between Equifax Information Services LLC, f/k/a Equifax Credit Information Services, Inc. (“**Equifax**”), a Georgia limited liability company, with its principal place of business at 1550 Peachtree Street, Atlanta, Georgia 30309, and ____ (“**Subscriber**”) a ____ with its principal place of business at ____, in order to supplement the existing Agreement for Service-Broker Subscriber Agreement (the “**Agreement**”) between the parties.

WHEREAS, Equifax and Subscriber entered into the Agreement under which Equifax provides various Information Services to Subscriber; and

WHEREAS, the parties now desire to amend the Agreement so that Subscriber may receive, as available, one or more of Equifax’ OFAC Alert Information Services described below, subject to the terms and conditions of the Agreement and 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. Scope of Addendum. This Addendum covers the OFAC Information and related Services Equifax provides through the operations of its Affiliate, Compliance Data Center, Inc (“**CDC**”). Equifax will provide, beginning on the Effective Date of this Addendum, the OFAC Information Service(s) described below. All capitalized terms in this Addendum, unless expressly indicated otherwise in this Addendum, will have the same meaning as ascribed to those terms in the Agreement.

2. Description of OFAC Alert Information Services.

OFAC Alert Real Time Screening and Notification Service. Subscriber inquiries are screened against the CDC OFAC Database that contains those names appearing in the Department of Treasury’s OFAC list (the “**Database**”). The Database is updated within 24 business hours from the time of any Department of Treasury’ additions or deletions. CDC performs this screening through the use of CDC’s proprietary automated matching system. Subscriber will be notified of any inquiry name that the automated process identifies as a match to a name in the Database (an “**OFAC Match**”), by one of the following delivery methods depending on availability: a) nightly, via e-mail, to at least two, and up to five Subscriber designated contacts, b) real time delivery on-screen to Subscriber, or c) both (a) and (b). Subscriber shall promptly provide Equifax with updated contact information as changes occur.

3. Restricted Use.

The OFAC Alert Information Services are based on information that was not collected, in whole or in part, for the purpose of serving as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family or household purposes; employment purposes; or any other purpose authorized under the FCRA. Accordingly, Subscriber will not use an OFAC Alert indicator as part of its decision-making process for determining the consumer’s eligibility for any credit or any other FCRA permissible purpose. Subscriber acknowledges that such an indicator is merely a message that the consumer may be listed on one or more U.S. government-maintained lists of persons subject to economic sanctions, and Subscriber should follow its own internal compliance procedures with regard to contacting the appropriate government agency for confirmation and instructions. The OFAC Alert indicator may or may not pertain to the individual referenced in your inquiry. Subscriber acknowledges receipt of the Equifax OFAC Customer Guide, and shall refer to it for further guidance on the use of the OFAC Alert Services.

4. Release and Limitation of Liability Language in the Agreement Applicable to Compliance Data Center, Inc.

OFAC Alert Information Services are performed through the operations of Equifax’s Affiliate, CDC. Subscriber agrees that all release, disclaimer and limitation of liability language in the Agreement applicable to Equifax applies to CDC as well. Equifax agrees that it is primarily responsible to ensure that the OFAC Information Services are performed in accordance with the terms of the Agreement as amended by this Addendum. Neither Equifax nor CDC represent or warrant the performance of a particular Service constitutes compliance with any law or regulation.

5. Incorporation, Ratification and Entire Agreement.

Except as specifically amended and modified by this Addendum, all other terms of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and affirmed. This Addendum, together with the Agreement, constitute the entire agreement between the parties pertaining to the OFAC Alert Services, and any and all other written or oral agreements existing between the parties before the date of this Addendum with respect to the OFAC Alert Services are expressly canceled.

6. Authority.

Equifax's delivery of the OFAC Alert Services Subscriber orders under this Addendum indicates Equifax's acceptance of the Addendum. The person signing below represents and warrants that he or she has the necessary authority to bind the principal(s) set forth below.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date written below.

SUBSCRIBER:	_____
Address:	_____

Signed by:	
Printed Name	_____
Title:	_____
Date:	_____