

RAPID RESCORE SERVICE AGREEMENT ADDENDUM

This Rapid Rescore Addendum is entered into this _____ day of _____, 20____, by and between ACRAnet, Inc. (hereinafter referred to as “ACRAnet”) and _____ (hereinafter referred to as “Client”), and supplements the _____ (insert title of agreement) between ACRAnet and Client dated _____ (the “hereinafter referred to as Agreement”).

- Purpose and Scope.** Client is currently a subscriber of certain ACRAnet information services as described in the Agreement. Client desires to purchase and ACRAnet agrees to furnish ACRAnet Rapid Re-Score Service as described in the attached Schedule A (Description and Pricing agreement), which is incorporated into and made a part of this Addendum. Accordingly, the parties hereby amend the Agreement with the terms and conditions of this Addendum and agree as follows:
- Provision of the Service and Disclaimer.** ACRAnet agrees to provide the Service to Client, as available, on a non-exclusive basis during the term of the Addendum. It is understood that the Service applies only to information provided to client in an ACRAnet consumer credit report (“ACRAnet Information”) and that **ACRAnet makes no representation or warranty that it can handle every consumer dispute Client may submit through the Service.**
- Pricing.** Client agrees to pay for the Service in accordance with the terms of the attached Schedule A, which is incorporated into and made a part of this Addendum. The prices in Schedule A are subject to modification by ACRAnet upon thirty (30) days prior written notice of any price changes. Unless otherwise specified, Client will pay for the Service no later than ten (10) days after receipt of ACRAnet’s invoice. Interest will accrue daily on all amounts not timely paid at the rate of 1.5% per month. The prices/fees are exclusive of any excise, use or similar taxes. It is Client’s sole responsibility to pay those taxes, and ACRAnet Services may separately invoice them.
- Responsibilities of Client and ACRAnet** (A) Client will: (i) assure that all items in dispute submitted through the Service relate to ACRAnet Information; (ii) assure that each item submitted for the Service has been disclosed to the consumer prior to submission of the dispute to ACRAnet; (iii) submit to ACRAnet for the Service, only those items Client reasonably believes constitute a valid dispute; (iv) comply with all federal, state and local laws and regulations applicable to Client’s use of the Service; (v) make no warranties or guarantees of any kind or nature to the consumer or any third party regarding the Service; (vi) communicate the dispute to ACRAnet in accordance with ACRAnet’s written procedures and contact numbers; and (vii) **ASSURE THAT ANY COSTS OR FEES ACRAnet CHARGES CLIENT FOR THE SERVICE WILL UNDER NO CIRCUMSTANCES BE CHARGED BACK TO THE CONSUMER, EITHER DIRECTLY OR INDIRECTLY.** (B) ACRAnet will perform the Service in accordance with the federal Fair Credit Reporting Act and applicable state law equivalents.
- Indemnification.** Client will indemnify and hold harmless ACRAnet and its directors, officers, employees, agents, contractors, licensors, affiliated companies, affiliated credit reporting agencies, and sources of information from and against, of whatever kind or nature and without limitation, any loss, cost, liability, and expense (including reasonable attorney’s fees) resulting from Client’s, its employee’s or agent’s acts or omissions related to this Agreement or breach of any obligation under this Agreement.
- Limitation of Liability.** ACRAnet DOES NOT WARRANT THAT IT CAN PROCESS OR RESOLVE ANY DISPUTE THROUGH THE SERVICE AND EXCEPT, AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY GUARANTEES OR WARRANTS THE CORRECTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION OR SERVICE PROVIDED TO THE OTHER. NEITHER ACRAnet, NOR ANY OF ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSORS, AFFILIATED COMPANIES, AFFILIATED CREDIT REPORTING AGENCIES OR SOURCES OF INFORMATION (“AFFILIATED PERSONS AND ENTITIES”) WILL BE LIABLE TO CLIENT, AND CLIENT RELEASES THEM, FOR ANY LOSS OR INJURY ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY, ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, IN PROVIDING THE SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS OR ANY OTHER AGREEMENT, INCLUDING ANY FUTURE AMENDMENTS AND ADDENDA, NEITHER ACRAnet NOR THE AFFILIATED PERSONS AND ENTITIES WILL BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR SPECIAL DAMAGES FOR CLIENT, INCLUDING LOST PROFITS.
- Term and Termination.** This Addendum will remain in effect until the earlier of (i) the termination of the Agreement or (ii) either party terminates this Addendum by giving not less than ten days prior written notice to the other of its intent to terminate. The obligations of Paragraphs 3, 4, 5 and 6 will survive the termination of this Addendum.
- Incorporation and Ratification.** Except to the extent specifically modified by this Addendum, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and affirmed by ACRAnet and Client. The terms of this Addendum constitute the entire understanding of the parties with respect to the subject matter herein, and supersedes all prior agreements or understandings.
- Governance in the Event of Conflict.** To the extent of any conflict between the terms of this Addendum and those of the Agreement, the specific terms of this Addendum will control.

CLIENT	ACRAnet
_____ Company Name	_____ Address
_____ Address	_____ Telephone No. _____ Fax No. _____
_____ Telephone No. _____ Fax No. _____	_____ Signer’s Name
_____ Signer’s Name	_____ Title
_____ Title	_____ Signature
_____ Signature	