

Auto Data Waiver Form  
Client Acknowledgement

\_\_\_\_\_ (“Client”) is receiving, or has received, information (“List”) from First Direct, Inc. (“First Direct”), containing, or that may contain sensitive consumer, information. Client acknowledges, by receiving the List, that Client agrees to comply with all laws, rules and regulations applicable to solicited and unsolicited marketing campaigns, including, without limitation, the Drivers Privacy Protection Act (DPPA), Shelby Act, CAN-SPAM Act, any intellectual property rights of any third party, or any of First Direct’s or Client’s published privacy policies or any notice or disclosure statements under which the consumers’ information was obtained.

Further, client agrees to comply with all telephone related laws, rules and regulations, including but not limited to the Do-Not-Call Implementation Act. Neither First Direct nor its data owner(s) have removed telephone numbers registered on the FTC/FCC National Do Not Call Registry, State Attorney General Do Not Call Files or the DMA Telephone Preference File. Client agrees to make calls to the telephone numbers on the List only for purposes permitted by law.

Client shall supply First Direct, upon First Direct’s request, any material intended to be distributed via mail, email, telemarketing or other electronic communication. Client bears the sole responsibility and liability of all consumer inquiries and complaints resulting from the mail, email, telemarketing or other electronic distribution, including all “opt-out” or “unsubscribe” requests, and do not mail requests.

Client shall not use the VIN number information on any piece of mailing or in any telemarketing script or electronic communication.

For additional information regarding prohibited uses, please see First Direct’s Terms and Conditions.

Client agrees to defend, indemnify and to hold First Direct harmless for any claims, demands, judgments, liability, damages, losses, costs and expenses, including reasonable attorneys’ fees, arising out of and related to Client’s breach or other failure to comply with the law, rules and regulations and Client’s obligations under Client’s Agreement with First Direct and/or Client’s failure to honor or its misuse of any List and the information thereon provided by First Direct. First Direct and its data owner(s) shall not be liable to Client for any loss, injury or damage arising out of, or caused in whole or part, by Client’s failure to comply with applicable laws, rules and regulations, Client’s breach of Agreement with First Direct, or by Client’s misuse of any List and the information thereon.

Accepted and agreed:

\_\_\_\_\_  
Company Name

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Address: \_\_\_\_\_