

Service Agreement

Part A

Amended July 7, 2007

This agreement by and between Orca Information, Inc., PO Box 277, Anacortes, Washington 98221 ("Orca") and the company named below ("End User") and/or its designated agent(s), desires to use our services at the regular prices established and agrees that all reports will be submitted and received subject to the following conditions: End User is a Landlord, Investor, or Licensed Real Estate Sales Person and has a permissible purpose for obtaining consumer reports (may include credit reports) in accordance with the Fair Credit Reporting Act (15 U.S.C 1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies its permissible purpose as:

- In connection with a tenant screening application involving the consumer
- In accordance with the written instructions of the consumer
- For a legitimate business need in connection with a business transaction that is initiated by the consumer

1. Engagement and Duties. End User engages Orca and Orca agrees to provide End User with public record information and other background information related services ("information") necessary to serve End User information needs. End User accepts all information "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, and agrees to pay Orca the applicable rates and charges therefore set forth in Paragraph below.

2. Compliance With Laws. End User represents and warrants that it shall comply with all Federal, State, and local statutes, regulations, and ordinances governing the use and distribution of information furnished by Orca including, but not limited to, all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508 and the Americans with Disabilities Act (ADA 1990) and all regulations promulgated there under. End User certifies that reports may be requested for exclusive use only for tenant screening purposes and in connection with legitimate business needs only when INITIATED BY THE CONSUMER. User certifies to Orca that it will not request a consumer report for tenant screening, or in connection with legitimate business purposes unless:

- Make a disclosure to the applicant that consumer report may be obtained for tenant screening and/or in connection with legitimate business purposes;
- The consumer has AUTHORIZED IN WRITING the procurement of the report; and
- Information from the consumer report furnished by Orca will not be used in violation of any applicable Federal, State or local law, statute, regulation, or ordinance.
- End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
- End User shall use each Consumer Report only for a ONE-TIME use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Orca and End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Orca, End User shall not disclose to consumers or any third party, any of all such scores provided under such agreement, unless clearly required by law.

End User also certifies that before taking adverse action in whole or part based on the consumer report for tenant screening purposes, it will provide:

- Oral, written or electronic notice of the adverse action to the consumer;
- Include the name, address and toll-free telephone number (for national bureaus only) of the consumer reporting agency; and also include
- A notice that the adverse decision was not made by the credit bureau or by Orca, and that the credit bureau cannot provide the specific reasons;
- The consumer's right to obtain a free copy of the report
- A notice of the right to dispute.

need to know and in the course of their employment; (ii) to those third party processing agents of End User who have executed an agreement that limits the use of the Scores by the third party to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.

16. Subscriber recognizes that factors other than credit scores must be considered in making a mortgage credit decision, including the credit report, the individual credit application and economic factors.

17. Orca Information, Inc., nor Experian, nor Equifax, nor Trans Union guarantee the predictive value of the Score(s) with respect to any individual and do not intend to characterize any individual as to credit capability. Neither Orca Information, Inc., nor Experian, nor Equifax, nor Trans Union nor any respective directors, officers, employees, agents, subsidiaries, affiliated companies or any third party contractors, licensors or suppliers of Orca Information, Inc., Experian, Equifax, and/or Trans Union will be liable to Subscriber for any damages, losses, costs or expenses incurred by customer resulting from any failure of a Score(s) to accurately predict the credit worthiness of Subscriber's applicants or customers. Customer will hold all information received from or through Orca Information, Inc., Experian, Equifax and/or Trans Union in connection with any score(s) and/or principal factors contributing to the Score(s) in strict confidence and will not disclose that information to the applicant or to others except as required or permitted by law.

18. Each party hereto shall be responsible for compliance with all laws and regulation to which it is subject.

19. We understand and agree that this letter constitutes all conditions of service and of reporting, present and future and applies to all reports made by you and by your affiliated companies or branches to our Company at the Home Office or to any of our branches or service offices. No changes in these conditions may be made except by consent in writing of an officer of Orca Information, Inc.

20. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements which adversely affects this Agreement, Orca Information, Inc. may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

We have signed and agree to the following exhibits: **Appendix A (FCRA) and Appendix B (FACTA).**

_____	_____
Date	Date
_____	_____
Signed by	Signed by
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title/ Orca Information, Inc.