



Credit Report and Credit Score

Employment Screening

Tenant Screening

Renter's Insurance

Online Screening

Orca Information, Inc.
PO Box 277
Anacortes, WA 98221
Phone: 800-341-0022 / (360) 588-1633
Fax: 800-522-6722 / (360) 588-1189
www.orcainfo-com.com
orca@orcainfo-com.com

Getting Started With ORCA Credit Reports and Credit Score

Receive reports Online Instantly or by Fax within one business hour or less.

Steps to set-up your account with Orca

There is a one time only Set-Up Fee of \$95

Complete and fax, or scan then email to our office with the following:

Corporations – Inc.'s, S-Corps, LLC's

1. Membership Application
2. Service Agreement, (*Both Part A (has two appendixes) and Part B*).
3. Letter of Intent (*sample letter enclosed*)
4. Copy of Business License
5. Copy of Company Website Home Page (*if available*)
6. Copy of Yellow Page Ad (*online version or telephone book*)

Sole Proprietor or Partnership – In addition to the above, the following is required:

1. Photocopy of Driver's License
2. Personal credit report on the owner or partners (*application for credit is enclosed*)

If you are a “New Business” (*one year old or less*)

Two of the following items are required in addition to the above:

1. Copy of utility or telephone bill in the business name for service at the principal place of business.
2. Copy of lease or proof of property ownership by business of the principal place of business.
3. Copy of bank statement addressed to the business at the principal business site.

Final Step – On-site Inspection

A site inspection must be performed at the principal place of business and any and all sites receiving credit reports or any part of the credit report or any information from the credit report or any decision made to rent to an applicant based on that information.

For an On-site Inspection call 800-341-0022, and ask for Compliance Department

Membership Application

Credit Reports and Credit Score

PLEASE PROVIDE THE FOLLOWING:

How did you hear about Orca? _____

How long has your company been in business: Years _____ Months _____

Web-Site Address is: _____

How would you like to receive the credit reports and/or scores?

- I want to pull them from my computer
- I want to go to Orca's web-site and retrieve them
- I want Orca to email them to the following address: _____
- I want Orca to fax them to: _____

Company Name: _____

Physical Address: _____

City/State/Zip: _____

Mailing Address (if different): _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Phone: Office _____ Fax: _____

Alternate Phone: _____ Email: _____

Corporate Office (If applies): _____

Address: _____

City/State/Zip: _____

Company Contact: _____

Phone: _____ Fax: _____

Email: _____

Send Monthly Invoice To (Email or Regular Mail Address):

Email Address: _____; or

Mail To: _____

Address: _____

City/State/Zip: _____

Business References

Bank References

Name of Bank _____ Name of bank _____
Branch _____ Tel# _____ Branch _____ Tel# _____
Account# _____ Account# _____
Contact Person _____ Contact Peon _____

Trade References

Company Name _____ Company Name _____
Branch _____ Branch _____
Account # _____ Account # _____
Contact Person _____ Contact Person _____

In compliance with the Fair Credit Reporting Act, State, and Federal laws, this is to inform you that an investigation involving information listed on this credit application is being initiated by Orca Information, Inc., 360-588-1633, PO Box 277, Anacortes, WA 98221. I certify that to the best of my/our knowledge all statements are "true and complete". I further authorize Orca Information, Inc. to obtain Credit References, Bank Verification, Bank References as needed to verify all information put forth on this application.

Signature: _____ Date: _____

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 it’s 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 has a permissible purpose for obtaining consumer reports (not 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 credit transaction involving the consumer or whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
- In accordance with the written instructions of the consumer; or
- For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
- As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayments risks.

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 or in connection with legitimate business needs only when INITIATED BY THE CONSUMER. User certifies to Orca that it will not request a consumer report, or in connection with legitimate business purposes unless:

- Make a disclosure to the applicant that consumer report may be obtained 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, 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.

With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

3. Consideration and Invoice Payment. End User shall pay Orca for services based on a statement system. Acceptable payments are:

- From the End User - Business account check, or Credit Card upon receipt of the monthly statement; or, if payment is directly from the applicant - Credit Card payment at the time of the application processing. Terms for monthly statements Emailed or mailed to End User Terms are Due Upon Receipt. Accounts in arrears of 30 days will assume a monthly service fee of \$5.00. If an account goes to collection, End User agrees to pay all expenses, including reasonable legal fees.
- Provide credit information on End User as may be requested by Orca during the course of this agreement.
- Acknowledge that a facsimile of this agreement is as valid as the original.
- Recognize that in order to remain in compliance with laws and regulations governing consumer-reporting agencies Orca may make modifications to this agreement from time to time. These modifications may be mailed to the End User and the End User's use of Orca's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

4. Deliverability and Time Service of Information.

- End User shall submit all requests for information to Orca in Writing by on-line transmission, or by facsimile. Upon receipt of information request, Orca shall use its best efforts to provide to End User search results within one to two business hours of the receipt of the receipt of said information request by Orca from End User. All information requests received after 4:00 PST will be considered as received next business day.
- End User certifies that reports will be requested only by End User's designated representatives and forbid employees from obtaining reports on themselves, associates or any other person except in the exercise of their official duties.
- End User recognizes that information is obtained and managed by fallible sources, and that for the fee charged, Orca does not guarantee to insure the accuracy or the depth of information provided.
- End User assumes responsibility for the final verification of the applicant's identity.
- End User bases decisions or any actions on the End User's lawful policies and procedures and recognize that Orca employees are not allowed to render any legal opinions regarding information contained in a consumer report.

5. Limitations of Liability. Orca recognizes the importance of furnishing accurate information to End User and will make all reasonable efforts in providing timely and accurate information. End User understands and agrees that any information furnished pursuant to this Agreement has been created and maintained and reported by various Federal, State, and County agencies and other third parties, which are not under the control of Orca. In many states court and criminal databases are limited and/or un-reliable or the agencies recording the information are uncooperative and make their records unavailable to the public. Responsibility for the accuracy of the information rests solely with said various agencies and other third parties, who create, maintain, and report, said information.

End User agrees to uphold provisions of the FCRA Disclosure and Federal FACT Act (Appendix A & B).

6. Reinvestigation Provision. In the event of a dispute over the accuracy of information provided by Orca, Orca shall promptly reinvestigate such claims and provide any necessary corrections without additional cost to End User. In the event such reinvestigation does not reveal inaccuracies, Orca reserves the right to invoice End User pursuant to Section 3 hereof for the additional research.

7. Limitations of Actions. No claim may be asserted by either party hereto against the other party with respect to any event, act, or omission that occurred more than two (2) years prior to such claim being asserted.

8. Indemnity. End User agrees whether or not this Agreement has expired or been terminated, to assume liability for, and End User hereby agrees to indemnify, defend and save and keep harmless Orca, its employees, agents, and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in settlement, claims actions, proceedings, suits, judgments, costs, interest, expenses and disbursements of any kind and nature whatsoever arising under any theory of legal liability (including attorneys fees and cost) that may be imposed on, incurred by or asserted against Orca, its employees, agents, or representatives, in any way relating to, resulting from, based upon, or arising out of the services performed or information provided pursuant to this Agreement.

9. Attorney's Fees. If any action at law or in equity, arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged breach of the provision of this Agreement, or in any way arising out of the transactions contemplated in this Agreement, whether sounding in tort or contract or otherwise, the prevailing party is entitled to recover reasonable attorney's fees and other cost incurred in connection with such action, argitration or other proceeding (including, but not limited to, expenses and costs of investigations, witness fees and travel), in addition to any other relief to which the prevailing party may be entitled.

10. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Governing Law. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Washington. Any claim or cause of action shall be brought by either party in the County of Skagit, State of Washington.

BUREAU SCORING SERVICE

12. Subscriber is an entity that has permissible purpose to purchase credit reports in connection with credit applications. Subscriber hereby requests that Orca Information, Inc. process the credit reports it purchases during the term hereof with credit scores known as the "Experian/Fair Isaac Model" from Experian/Fair Isaac, The "Beacon" model developed by Fair Isaac and Equifax, and the "Fico".

13. Classic and/or Empirica models developed by Fair Isaac and Trans Union (collectively risk scoring models) on all requests on an order-by-order basis. Orca Information, Inc. will identify on the credit reports the source of the score and the type of score model.

14. Subscriber understands each risk scoring model employs a proprietary algorithm and which, when applied to credit information relating to individuals with whom the End User (Subscriber) has a credit relationship or with whom the End User (Subscriber) contemplates entering into a credit relationship will result in a numerical score (the Score); the purpose of the models being to rank said individuals in order of the risk of unsatisfactory payment. Orca Information, Inc. reasonably believes that, subject to validation by customer on its own records, (1) the scoring algorithms used in computation of the Score(s) are empirically derived from consumer credit information from Experian's, Equifax's, and/or Trans Union's databases, and are demonstrably and statistically sound methods of rank ordering candidate records from said databases for the purposes for which Score(s) was designed.

15. End User will request Scores only for End User's exclusive use. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores. End User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced,

revealed or made accessible, in whole or in part, to any Person except (i) to those employees of End User with a 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.

Appendix A – FCRA Disclosure

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 – 1681y, **requires that this notice be provided to inform users of consumer reports of their legal obligations.** State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission’s Website: www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission’s Website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS (END USERS)

A. Users Must Have a Permissible Purpose:

Congress has limited the use of consumer reports to protect consumers’ privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603 (k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report. A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made. A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60

days. A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores.

These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) (“Notice to the Home Loan Applicant”).

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.com.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) The identity of all end-users;
 - (2) Certifications from all users of each purpose for which reports will be used; and
 - (3) Certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.

Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

1. Orca as a Reseller's Floor Manager will receive all disputes in writing from a consumer; 2. Within five (5) days of receiving the dispute Consumer's report will be reviewed to determine if inaccuracies exist as a result of errors made during the screening process; 3. If errors were NOT made by Orca during the screening process then; 4. Floor Manager will convey the dispute to the Credit Bureau the credit report was procured from; 5. Orca understands that we the Reseller have the responsibility for reinvestigating our own data; 6. If the data being disputed by the consumer is from the Credit Bureau that provided the credit report the dispute can be referred to the Credit Bureau directly per their instructions; 7. Disputes will be received Monday through Friday, 8:00 AM to 5:00 PM and Saturday's from 9:00 AM through 12:00 Noon.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619. The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA. Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681
Section 603 15 U.S.C. 1681a
Section 604 15 U.S.C. 1681b
Section 605 15 U.S.C. 1681c
Section 605A 15 U.S.C. 1681cA
Section 605B 15 U.S.C. 1681cB
Section 606 15 U.S.C. 1681d
Section 607 15 U.S.C. 1681e
Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g
Section 610 15 U.S.C. 1681h
Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j
Section 613 15 U.S.C. 1681k
Section 614 15 U.S.C. 1681l
Section 615 15 U.S.C. 1681m
Section 616 15 U.S.C. 1681n
Section 617 15 U.S.C. 1681o
Section 618 15 U.S.C. 1681p
Section 619 15 U.S.C. 1681q
Section 620 15 U.S.C. 1681r
Section 621 15 U.S.C. 1681s

Section 622 15 U.S.C. 1681s
Section 623 15 U.S.C. 1681s-2
Section 624 15 U.S.C. 1681t
Section 625 15 U.S.C. 1681u
Section 626 15 U.S.C. 1681v
Section 627 15 U.S.C. 1681w
Section 628 15 U.S.C. 1681x
Section 629 15 U.S.C. 1681y

I hereby acknowledge that I was provided a copy of the FCRA Appendix A.

By: _____ Date: _____

Appendix B - The Fair and Accurate Credit Transactions Act (FACTA) Notification

The Fair and Accurate Credit Transactions Act of 2003. Also known as the FACT Act, was signed into law on December 4, 2003. In general, the Act amends the Fair Credit Reporting Act ("FCRA"). The Act contains a number of provisions intended to combat consumer fraud and related crimes, including identity theft, and to assist its victims. Specifically the act requires the destruction of PAPERS CONTAINING CONSUMER INFORMATION.

The FACTA (Fair and Accurate Credit Transaction Act) Disposal Rule applies to every U.S. business or employer that uses consumer information, from Fortune 500 corporations to the mom-and-pop property management company. It's clearly a major step forward in the fight to give consumers greater control over their personal information and how it is used — or abused.

FACTA represents a big change in the way many small and medium-sized companies do business. Some of them may be in for a serious shock.

FACTA could be the MOST financially damaging act to businesses signed into law in recent years. With Identity Theft reaching epidemic proportions, the new FACTA law has taken aim at "any person who maintains or otherwise possesses consumer (Applicant) or employee information for business purpose."

The Facts on FACTA (Disposal Rule)

- 1) Designed to reduce the risk of consumer fraud and identity theft applies to every business in the US.
- 2) Requires businesses to destroy ALL personal information on consumers (customers, applicants, employees, clients etc.) before discarding it. Access to this personal information is strictly limited by other Federal Laws (HIPPA, Gramm, Leach, Blilley etc.)
- 3) States that every person and/or business MUST protect against unauthorized access to or use of the information in connection with its disposal.
- 4) Allows for Civil liability should an employees identity be stolen due to an employers failure to act.
- 5) Consumers (Applicants) may be entitled to recover actual damages sustained as a result of a FACTA violation. (Financial losses and work hours lost).
- 6) Courts are authorized to award punitive damages and attorney's fees, in an individual or a class action suit.
- 7) State and Federal fines may be imposed on the business or employer per breach of personal information. Those fines are up to but not to exceed \$1,000 and \$2,500 respectively.

We understand our requirements under the FACTA Act.

By: _____ Date: _____

Service Agreement

Part B – FCRA Compliance Checklist

FCRA Requirement – Establishment of Permissible Purpose

What is the nature of your business (Mortgage, Alarm Companies, Bankruptcy Attorneys, Not-For-Profit Consumer Credit Counseling, Country Clubs, Elective Medical Facilities, Fencing Finance Companies, Franchise Owners, Recreational Vehicle Dealerships (auto and motorcycle dealerships excluded) and Tile Insurance), Furniture Rental or Sales?

For what purpose will you be using the reports? Check one or more of the following as applicable:

- In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to; or
- For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
- As a potential investor, service in connection with a valuation of, or assessment of, the credit or prepayment risks.

Pursuant To The Fair Credit Reporting Act:

Yes No I have read and understand my responsibilities under the Fair Credit Reporting Act (Appendix A & B of Service Agreement)

Yes No I understand employees may not request reports on themselves

Yes No I agree that before sending applications to Orca Information, Inc. for processing, all consumers/applicants will read and sign the applications.

Yes No I understand and agree that all confidential information will be received in a secured area only (away from other employees, and people) and handled only by those designated to receive and review confidential information on consumer/applicants).

Yes No I understand that applicants/consumers will not be given the report received from Orca Information, Inc., or any part of the report. Instead they will be given a copy of their Consumer Rights enabling them to go through the proper channels to procure copies of their confidential information.

Yes No I understand that if “adverse action” is taken against applicant due to any derogatory information or lack of information on the consumer report (all or part of the information reported to you by Orca Information, Inc.) or caused you, the End User to increase their deposit or require a co-signer or require any additional compensation of any kind, it is my obligation to give applicant a copy of the Consumer Right’s letter.

Yes No I understand that the consumers/applicants confidential information will not be discussed in front of any other person(s) regardless of their relationship unless permission is given to do so by the applicant / consumer in writing. Signature and date will be on the written permission document.

Yes No I agree to keep such written permission with the applicants/consumers file in a secured area for up to five (5) years, and at the appropriate time will shred the information in a shredder **before** disposing (sometimes files are kept in a computer).

Sample Letter of Intent
(On your company letterhead)

Date
Orca Information, Inc.
PO Box 277
Anacortes, WA 98221

RE: Letter of Intent

To Whom It May Concern:

I am the _____(title) for _____(name of company) and use Nationwide information from credit reports in connection with a credit application. I anticipate using your services on a regular basis.

Sincerely,

Susie Q
_____**(officer, owner or authorized manager)**
(title)

ON-SITE INSPECTIONS

The Credit Bureaus **require** an Onsite inspection. The purpose of the inspection is to ensure your companies business facility is commensurate with the size and purported type of business listed on the Membership Application.

Call and ask to speak to one of our **Compliance Officers**. They will schedule an appointment for your site inspection. **800-341-0022**

Place of Business:

Must have a secured area where retail credit reports are accessed and stored (locked filing cabinet if hard copy or password protection if stored on computer) AND a shredder to destroy reports no longer needed, etc.

At the On-Site inspection we will take photos of the following:

1. Your signage – to show you are a legitimate business
2. Locked File Cabinet or locked room/office where you store the consumer reports
3. Shredder – where you destroy the consumer reports before you discarding.



Forms You May Want to Use

CONSUMER RIGHTS
FCRA AMENDMENT – SECTION 615

Dear Applicant:

We are informing you that your application for the extension of credit has been:

_____ Rejected

We are hereby informing you of certain information pursuant to the Fair credit Reporting Act, 15 U.S.C., Section 1681, at seq., as amended by the Consumer Credit Reporting Reform Act of 1996 (Public Law 104209, the Omnibus Consolidated Appropriations Act for the Fiscal Year 1997, Title, II, Subtitle D, Chapter 1.)

The above adverse action on your application is based on the following:

1. Information contained in a consumer credit report obtained from the consumer credit reporting agency named in paragraph 2 of this letter.
2. Lack of information contained on a consumer credit report obtained from the consumer credit reporting agency named in paragraph 2 of this letter.

When a credit report is used in making the decision, Section 615(a) of the Fair Credit Reporting Act requires us to tell you where we obtained that report. The consumer-reporting agency that provided the report was:

Orca Information, Inc., PO Box 277, Anacortes, WA 98221. Phone 800-341-0022.
www.orcainformation.com. orca@orcainfo-com.com.

Trans Union Consumer Relations provided the actual credit report, PO Box 1000, Chester, PA 19022. Phone 1-800-888-4213. www.transunion.com/my_options or go to www.annualcreditreport.com (order Trans Union Credit Bureau report).

Pursuant to Section 615 of the Fair Credit Reporting Act, we are notifying you that the above noted agency(ies) only provided information about your credit/rental/employment history. It took no part in making the decision for adverse action on your rental application, nor can it explain why the decision was made.

You have certain rights under Federal Law, as explained in more detail in paragraphs below. Pursuant to the Fair Credit Reporting Act, you have a right to obtain a copy of your credit report, dispute its accuracy, and provide a statement describing your position if you dispute the credit report. If you believe your report is inaccurate or incomplete, you may call the consumer reporting agency at its toll-free number listed above or write to it at the listed address.

Pursuant to Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your consumer report from the consumer-reporting agency whose name is checked above. You must request the copy within 60 days of the date you receive the letter.

Pursuant to Section 611 of the Fair Credit Reporting Act, if you dispute any of the information in your report, you have the right to put into your report a consumer statement of up to 100 words explaining your position on the item under dispute. Trained personnel are available to help prepare consumer statements.

You may have additional rights under the credit reporting or consumer protection laws of your state. For further information, you can contact your state local consumer protection agency or your state attorney general's office.

Sincerely,

CREDIT REPORT AUTHORIZATION



Company Name: _____
Phone Number: _____
Fax Number: _____

THE FOLLOWING MUST BE COMPLETED IN FULL

ADDRESS INFORMATION				
Applicant's Last Name	First	M.I.	Social Security Number	Date of Birth
Present Address	City	State	Zip Code	
Day Phone ()			Fax ()	
Night Phone ()			Email:	

In compliance with the Fair Credit Reporting Act, we are informing you that information as to your **CREDIT REPORT** will be retrieved. I certify that the facts set forth in this application are true and complete. I agree that a complete investigation of all information on this application will not constitute invasion of privacy. I authorize **ORCA INFORMATION, INC., PO Box 277, Anacortes, WA 98221, 360-588-1633** to obtain a **CREDIT REPORT**.

Signature of Applicant

Date