

CLIENT SERVICE AGREEMENT
Mortgage Reporting
(“Agreement”)

This Agreement is made as of the date indicated below by and between _____ the undersigned (herein after referred to as “Client”) and ACRAnet, Inc a Nevada Corporation (herein after referred to as “ACRAnet”).

- I. Client desires to receive consumer reports, credit worthiness scores, and other information (each and all of such reports, credit worthiness scores and other information being hereinafter included within the term “Consumer Reports”) from ACRAnet. Client agrees that the Consumer Reports will be ordered and used by Client, subject to the terms and conditions of this Agreement and applicable law.
- II. Client represents, warrants and covenants to ACRAnet that:
- A. Client is not a private detective, media, news agency or journalist, detective agency, investigative company, bail bondsman, attorney, law firm, law enforcement, dating service, asset location service, future services, adult entertainment of any kind, check cashing service, massage service, pawn shop, tattoo service, credit or financial counseling firm, “credit repair clinic,” internet locator service, diet center, adoption search firm, or a person that will not be an end-user of the Consumer Reports. Client will notify ACRAnet immediately if any of the foregoing changes.
 - B. Client certifies that Client will order Consumer Reports solely for one or both of the following purposes (Client agrees that other permissible purposes, such as employment screening, may require additional agreements) and for no other purpose: **check only such one or two of the following which apply.**

- Initial here** _____ (1) In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to the consumer.
- Initial here** _____ (2) As a potential investor or servicer, or current insurer, in connection with a valuation of, or an assessment of the credit or prepayment risks associated with, an existing credit obligation.

Client will order Consumer Reports only for Client’s exclusive use, hold the Consumer Reports in strict confidence, and will not resell or otherwise disclose Consumer Reports (or any part thereof), except to the consumer or if adverse action has been taken based on the Consumer Report and/or is otherwise required by law. Client will (1) verify the identity of each consumer who is the subject of the Consumer Reports; (2) refer consumers to ACRAnet for all substantive inquiries regarding the Consumer Reports; (3) permit ACRAnet to audit, during business hours and without prior notice, Client’s use of Consumer Reports, procedures and to assure compliance with this agreement and the Fair Credit Reporting Act. Client will not transmit any Consumer Report through the Internet without ACRAnet’s prior written consent; and (4) Client will retain permissible purpose documentation for a minimum of five years after date of access.

- III. The Fair Credit Reporting Act (“FCRA”) provides that any person **“who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as ACRAnet) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two years, or both.”** Client acknowledges that ACRAnet has provided Client a copy of the FTC’s “Notice to Users of Consumer Reports: Obligations of Users under the FCRA,” attached hereto, marked **Exhibit “A”**. Client agrees to comply with all requirements of the FCRA and other applicable laws in ordering and using Consumer Reports.

- IV. A. Client shall indemnify, defend, and hold ACRAnet and its data resources including, but not limited to, Equifax, Trans Union and Experian and their respective agents, employees and independent contractors (herein collectively referred to as “Data Providers”) harmless from and against any damages, losses, obligations, liabilities, claims, actions or causes of action (each and all of such items being hereinafter separately and collectively referred to as the “Claim”) sustained or suffered by ACRAnet arising out of or relating to:
- (1) Any breach of any representation, warranty, covenant or agreement made by Client in this Agreement, or in any certificate, instrument or agreement delivered by Client pursuant hereto or thereto or in connection with the transactions contemplated hereby or thereby or any facts or circumstances constituting such breach
 - (2) Any Claim by any consumer or any other third party, except to the extent directly caused by their gross negligence.
 - (3) Any Claim sustained or suffered by them arising out of or relating to Client’s execution, delivery or performance of this Agreement.
 - (4) All reasonable costs and expenses (including, without limitation, reasonable attorneys’, accountants’ and other professional fees and expenses) incurred by them in connection with any action, suit, proceeding, demand, assessment or judgment incident to any of the matters indemnified against under subparagraphs (1), (2) and (3) immediately above.
 - (5) Any Claim resulting from the publishing or other disclosure.
- B. ACRAnet shall give written notice to Client of any assertion of liability by a third party which might give rise to a Claim by ACRAnet against the Client based on the indemnity contained herein, stating the nature and basis of said assertion and

the amount thereof, to the extent known.

- C. The defense of any suit, action, legal proceeding or administrative proceeding (each and all of such suits, actions, legal proceedings and/or administrative proceedings being hereinafter referred to as the "Proceeding") that may be threatened, brought or instituted against ACRAnet on account of any matter which is or may be the subject of the indemnity provided for herein shall be conducted at the sole expense of Client by legal counsel unilaterally selected by ACRAnet.
 - D. ACRAnet shall be kept fully informed by Client at all stages of the Proceeding. Client shall not make any settlement in or with respect to any Proceeding without the prior written consent of ACRAnet. Nothing contained herein shall mean or be construed to mean that ACRAnet shall not have the right to participate in the Proceeding represented by legal counsel unilaterally selected by ACRAnet.
 - E. If Client does not assume the defense of any such Claim or litigation resulting therefrom, ACRAnet may defend against such Claim or litigation, after giving notice of the same to Client, on such terms as ACRAnet may deem appropriate, and Client shall be entitled to participate in (but not control) the defense of such action, with Client's legal counsel and at Client's own expense. If Client thereafter seeks to question the manner in which ACRAnet defended such Claim or the amount or nature of any such settlement, Client shall have the burden to prove by a preponderance of the evidence that ACRAnet did not defend or settle such Claim in a reasonably prudent manner.
 - F. The remedies provided for in this Section shall be cumulative and shall not preclude assertion by ACRAnet of any other rights or the seeking of any other remedies against Client.
 - G. Client acknowledges ACRAnet's Access Security Requirements, attached hereto, and incorporated herein by reference. Client agrees to comply with all such requirements, as may be modified by ACRAnet from time to time, and to give all employees, agents and subcontractors of Client a copy prior to providing them authority to order, or any other access to, Consumer Reports. Client agrees to take all necessary measures to prevent unauthorized access to information through ACRAnet. Client will keep access codes strictly confidential and will establish and enforce policies allowing access to information only as permitted by State and Federal Regulation including Washington State Fair Credit Reporting Act (RCW 19.182.005, et seq) or Federal Fair Credit Reporting Act 15 U.S.C. 168(b) et seq. ("FCRA").
- V. The accuracy, completeness, and validity of Consumer Reports are not guaranteed by ACRAnet, and all Consumer Reports are provided "AS IS." **ACRANET MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO CONSUMER REPORTS INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY CONSUMER REPORT, THAT SUCH CONSUMER REPORT WILL MEET CLIENT'S NEEDS, OR THAT SUCH CONSUMER REPORT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, AND ACRANET EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.** ACRAnet and its Data Providers will not be responsible or liable for any loss or damage caused by any delay or failure to provide Consumer Reports hereunder or any inaccuracy, incompleteness, or invalidity of any information in a Consumer Report, unless caused by ACRAnet's gross negligence. Client releases ACRAnet and its Data Providers harmless from all such liabilities including, without limitation, indirect, consequential, and special damages and damages for loss of profits, whether incurred by Client or any consumer or other person, whether based on contract, tort (including, without limitation, negligence, duty to warn, strict liability) warranty, or any other legal theory or on equitable grounds, even if they have been advised of the possibility of such damages. Client agrees that their maximum liability for damages in connection with a Consumer Report will not exceed an amount equal to the price paid by Client for such Consumer Report, and that the foregoing limitations, exclusions, and releases are an essential part of this Agreement and form the basis for determining the price of Consumer Reports.
- VI. Client will pay ACRAnet, according to ACRAnet's fee schedule as in effect from time to time. ACRAnet may change fees upon written notice to Client. Client's account is delinquent if not paid in full within 10 days after the billing statement date. ACRAnet may, (1) impose a late charge of 1.5 percent per month on a delinquent account until paid in full, and/or (2) suspend providing Consumer Reports hereunder until all amounts owed have been paid in full. Client shall pay all reasonable attorneys' fees and collection costs incurred by ACRAnet in collecting any delinquent account, whether or not arbitration is instituted.
- VII. Either party may terminate this Agreement, without cause, with a five (5) day prior written notice to the other party. ACRAnet may terminate this Agreement immediately upon oral or written notice to Client if Client is in breach of any of Client's obligations with respect to permissible use of, or prevention of unauthorized access to, Consumer Reports. Or if Customer breaches any terms of this Agreement, including but not limited to: (a) failure to pay amounts when due, (b) violation of the Fair Credit Reporting Act; or (c) refusal to fully cooperate in allowing access of necessary records for an audit pursuant to Section II (3) of this Agreement. Any Supplements to this Agreement terminate when the Agreement terminates. The termination of this Agreement shall not terminate any of Client's obligations hereunder.
- VIII. Each party shall execute and deliver all such further instruments, documents and papers, and shall perform any and all acts necessary to give full force and effect to all of the terms and provisions of this Agreement.
- IX. This Agreement, and all provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their respective successors in interest, assigns, administrators, executors, heirs and devisees.]
- X. In the event of any dispute between or among the parties hereto respecting or arising out of this agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs in connection therewith, including any attorneys fees incurred after any arbitration award. An arbitration award, and any judgment entered thereon, shall include an attorneys' fees clause which shall entitle the prevailing party to recover attorneys' fees incurred to enforce the award or judgment, which attorneys' fees shall be an element of post-award or judgment costs. The parties agree that this attorneys' fees provision shall not merge into any arbitration award or judgment.

- XI. No amendment or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
- XII. This Agreement shall be governed by and construed in accordance with the laws of the State where the ACRAnet branch servicing this account resides and without regard to the conflicts of laws principles thereof.
- XIII. Any controversy, claim or dispute between or among the parties hereto, including tort and contract claims, shall be determined by binding arbitration conducted in the county in which the ACRAnet branch servicing the account is located. The parties agree that this forum and venue is not inconvenient or improper. Arbitration shall be administered by the American Arbitration Association in accordance with its commercial rules then in effect and a judgment on the award may be entered in any court of competent jurisdiction. The arbitration shall be by a single arbitrator chosen by the parties, or if they cannot agree within five (5) days of exchanging names of proposed arbitrators, by a single arbitrator appointed in accordance with the rules and procedures of the American Arbitration Association. Notwithstanding any other provision of this agreement, either party may, without conflict with this arbitration provision, seek interim provisional, injunctive, or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved.
- XIV. Each party is duly authorized to enter into and perform this Agreement, and if such party is a corporation or limited liability company, all appropriate and necessary action has been taken by such corporation or limited liability company to authorize the signing and performance of this Agreement.
- XV. ACRAnet may assign ACRAnet's rights under this Agreement without the consent or approval of Client. Client may not assign Client's rights or delegate Client's duties under this Agreement without the prior written consent of ACRAnet. This agreement is effective when ACRAnet accepts it.
- XVI. Client is a credit grantor that purchases Consumer Reports from ACRAnet pursuant to the Agreement in connection with credit transactions involving the consumer subjects of such Consumer Reports. As an enhancement to the basic Consumer Report, ACRAnet has offered Client the opportunity to purchase one or more credit risk scores provided by Trans Union, Equifax, or Experian; including, but not limited to, Fair Isaac & Co. (FICO) and Vantage score models. Use of these scoring models may require additional addendums and be subject to additional terms of use.

Client recognizes that all credit risk scores offered hereunder are statistical scores and may not be predictive as to any particular individual. No such score is intended to characterize any individual as to credit capability. Client recognizes that factors other than credit risk scores should be considered in making a credit decision, including the Credit Report, the individual credit application, economic factors, and various other pertinent information. A statement of the factors that significantly contributed to the credit risk score may accompany the score. If so, such information may be disclosed to the consumer as the reason for taking adverse action, as required by Regulation B. However, the credit risk score itself is proprietary and may not be used as the reason for adverse action under Regulation B. In addition, under the Fair Credit Reporting Act, credit risk scores are not considered part of the consumer's file. Accordingly, Client agrees not to disclose the actual credit risk score to the consumer, unless otherwise required by law.

CLIENT HAS MADE ITS OWN ANALYSIS OF THE CREDIT RISK SCORE OR SCORES SELECTED BY CLIENT, INCLUDING THE RELIABILITY OF USING SUCH SCORES IN CONNECTION WITH CLIENTS'S CREDIT DECISION. ACRA NET SHALL NOT BE LIABLE FOR ANY LOSS, COSTS, DAMAGES, OR EXPENSE INCURRED BY CLIENT RESULTING CLIENT'S USE OF CREDIT RISK SCORES, OR THE INACCURACY THEREOF. IN NO EVENT SHALL ACRA NET BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR A CLAIM BY CLIENT RESULTING FROM CLIENT'S USE OF ANY CREDIT RISK SCORE. THE TOTAL AGGREGATE LIABILITY OF ACRA NET FOR A CLAIM BY CLIENT RELATED TO CLIENT'S USE OF ANY CREDIT RISK SCORE SHALL NOT EXCEED THE SURCHARGE PAID BY CLIENT FOR THE CREDIT RISK SCORE TO WHICH SUCH CLAIM RELATES.

Fraud Prevention: Use of ancillary credit reporting products available through Equifax, Trans Union, and Experian including but not limited to fraud prevention may require additional addendums for usage and be subject to additional terms of use and availability of said products may be contingent on properly executed addendums.

XVII. User Security

Due to heightened security conditions associated with Internet access and connectivity, Client must agree to the following stipulations. 1) Client understands that the provider #, user ID #, Client # and password provided by ACRAnet secures their Internet based access; and that the security of this access is guarded by their Windows login password. Client agrees to keep this access secure by keeping their login information private. 2) Client agrees that after using ACRAnet's Internet access Client will logoff. Client agrees to abide by the terms and conditions stated herein.

It is a requirement that all end users take precautions to secure any system or device used to access consumer credit information. To that end, the following requirements have been established.

- Client's account number and password must be protected in such a way that only key personnel know this sensitive information. Under no circumstances should unauthorized persons have knowledge of Client's password. The information should not be posted in any manner within Client's facility.
- Client's account number and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of ACRAnet.
- The ability to obtain Consumer Reports must be restricted to key authorized personnel.
- Any terminal devices used to obtain credit information should be placed in a secure location within Client's facility. Access to the devices should be difficult for unauthorized persons.
- Any devices/systems used to obtain Consumer Reports should be logged off after normal business hours when unattended by Client's key personnel.
- Hard copies and electronic files of Consumer Reports are to be secured within Client's facility and

Initial _____ Page 3 of 4

- protected against release or disclosure to unauthorized persons.
- Hard copy Consumer Reports are to be shredded, destroyed, or rendered unreadable when no longer needed and when it is permitted to do so by applicable regulation(s).
- Electronic files containing Consumer Report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).
- Consumer Reports will not be ordered for employment purposes unless the Client Service Agreement for Users of Consumer Reports for Employment purposes has been executed and approved by ACRAnet.
- Client will obtain permission from each consumer before ordering a Consumer Report. Client's employees will be forbidden to attempt to obtain Consumer Reports on themselves, associates or any other persons, except in the exercise of their official duties.
- Client agrees: **Never to deliver or e-mail Consumer Reports other than via secured connections when using ACRAnet information reports.**

Initial here _____ Client will notify ACRAnet immediately as any approved User leaves or is terminated so that the User can be deactivated from the ACRAnet system.

XVIII. Client acknowledges that it has received and reviewed a copy of the "Notice to Furnishers of Information: Obligations of Furnishers under the FCRA". (See Attachment B, Appendix B to part 601- Prescribed Notice of Furnisher Responsibilities.)

XVIX. Client will address any written notice to ACRAnet required by this Agreement to President, ACRAnet, 521 West Maxwell, Spokane, WA 99201 or another address designated in writing by ACRAnet to Client. ACRAnet will address any written notice required by this Agreement to Client at the address noted below or another address designated in writing by Client to ACRAnet.

XX. This Agreement, together with any addendum hereto, constitutes the entire Agreement between the parties, and supersedes any prior written or oral communications, proposals, and agreements with respect to such subject matter. Letter agreements may not conflict with this Agreement and may address only pricing, administrative fee, minimum monthly usage, minimum monthly charges and deposit, which shall be subject to change by ACRAnet on thirty (30) days' written notice unless otherwise specified. No changes in this Agreement or any supplement may be made except in writing by the President of ACRAnet, Inc.

Company: _____
 Signature: _____
 Name of signor: _____
 (Print or Type)
 Title: _____
 Date: _____

ACRAnet, Inc
 Signature: _____
 Name of signor: _____
 (Print or Type)
 Title: _____
 Date: _____

Please return completed contracts to:

ACRAnet, Inc.
 1333 N. 27th Street
 P.O. Box 2560
 Billings, MT 59103-0661
 Phone: (406) 252-6370
 Toll Free: (800) 231-1971
 Fax: (406) 252-6370
 Email: collect@creditservice.com