

Credit Bureau Reports

A Division of CBK Services, Inc.

322 2nd Avenue West Suite C
P. O. Box 9 4 0
Kalispell, MT, 59903
(406) 257 - 5093

Re: Credit Reporting Services

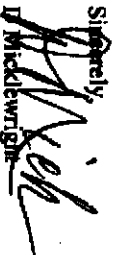
Thank you for your inquiry about our reporting services. We have been a "re-seller" of consumer credit reports since August 1999. We provide access to the national credit reporting databases for qualifying individuals and businesses - for employment purposes, tenant screening or mortgage services. As a re-seller, or gateway to these national repositories, our subscribers do not have to pay membership or annual dues to three different services. Utilizing our local service and secure website, we provide a financial benefit for small users.

I have enclosed our Application for Services, Agreement for Service and our rate structure. Please complete all the enclosed forms and return them to us as soon as possible. When you return it to us we can begin the approval process. Because we are a gateway to the national repositories, we must comply with their security requirements and those of the Fair Credit Reporting Act. As re-sellers for the national repositories we will require the following :

- 1) Application for Services filled out completely Accompanied by the Application fee of \$90.00
(A credit report on you and / or the principals of the company will be pulled)
A complete list of the properties owned / managed must be included.
If your business name is listed as such in the phone book, please indicate that name
Review the "NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA".
- 2) A physical inspection by one of our staff members, or an inspection company assigned by one or more of the national repositories, will be scheduled. This physical inspection is required to confirm the business security and data integrity of the information requested from the national repositories
 - a) As a subscriber you must maintain applications on file, in a secured location, for a period of at least one year after a credit report is accessed
 - b) The consumer's application and the credit report(s) must be stored in a secured (locked) location (filing cabinets).
 - c) If the business is home based, the computer used to access the credit reports must be in a secured, low traffic location. Assess to our website, ID names and passwords, must be secured at all times.
- 3) If you are a landlord or property management firm, your application for a prospective tenant must specifically state / disclose to that consumer that a consumer credit report will be obtained on the him / her. You have the right to give your applicant a copy of the report you obtain on them. If you deny the applicant based on any information in the consumer credit report, you are **REQUIRED BY FEDERAL LAW** to give them the name of the agency that reported the information along with a copy of the enclosed "Summary of Your Rights Under the Fair Credit Reporting Act".
The Credit Reporting service you access through our office will be listed on each file you get from us.

If you have any questions, don't hesitate to call us.

Sincerely,


J. Micklewright
President

Collection Services
Check Alert
Public Record Bulletin
Mortgage Credit Reporting
Merged Infile Credit Reporting

Credit Bureau Reports

a Division of CBK Services, Inc.

322 2nd Avenue West Suite C
P. O. Box 940
Kalispell, MT. 59903
(406) 257 - 5093

APPLICATION FOR SERVICES

In order to cooperate with other business and professional people in the confidential dissemination and storage of credit information, the undersigned, herein referred to as the APPLICANT, petitions CBK Services, Inc., doing business as **Credit Bureau Reports**, hereinafter referred to as CBR, for the use of its services upon the basis outlined below and in the attached Agreement for Services, and if accepted by CBR as a subscriber, agrees that a service contract exists between the Subscriber and CBR. Subscriber further understands that CBR is a reseller of consumer credit information, primarily obtained from national consumer credit reporting repositories, and that information from those repositories is not updated or reverified without the authorization, direction and instructions of the Subscriber at a predetermined, additional charge.

APPLICANT FULL BUSINESS NAME: _____

CORPORATION PARTNERSHIP SOLE PROPRIETOR OTHER _____

Type of Business: _____

FED: _____ OR SSN: _____

PHYSICAL ADDRESS OF BUSINESS:

Applicant owns rents this location
Location is a Business facility Private Residence Other _____
Length of time at this location: _____

Are you listed in the City Directory or Telephone Directory under this name and address: _____

Mailing address: _____

Phone number: _____ Fax: _____

Email address: _____

Others that will have access to acquiring Consumer Credit Reports:

NAME	ADDRESS	SSN	POSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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Page 2 of 2 Application for Services

LIST THE PROPERTIES [] OWNED [] MANAGED

NOTE: IF YOU ARE A BUSINESS ENTITY, LOCATED IN AT A BUSINESS ADDRESS YOU DO NOT NEED TO SUPPLY THIS LIST

USE THE BACK OF THIS FORM IS NECESSARY FOR ADDITIONAL LISTINGS.

I understand that this service agreement shall remain in force and effect for one (1) year and from year to year on the same basis as set forth until WRITTEN NOTICE shall be given by either party at least thirty (30) days previous to the end of the prevailing payment period. I also agree to pay for the above service at the established, agreed upon rate, payable upon billing. When, just cause, such as delinquency or violation of the terms of this agreement or a legal requirement, or a material change in existing legal requirements which adversely affect this Agreement, CBR may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately. As the applicant I agree to assume personal responsibility for the charges incurred and understand that I am also responsible for any fee changes, attorney fees or collection fees that may result in the collection of any past due fees incurred by the Applicant or its representative.

APPLICANT BUSINESS NAME: _____

Signature _____

Date _____

Print full name _____

Position _____

Return this completed application to CBK Services, Inc. PO Box 940 Kalispell, MT 59903-0940

- Also - Please enclose
- 1) A check for \$90.00 payable to CBK Services for the onsite inspection by the repository's representative.
 - 2) A blank copy of your Application for Rent / Services
- (The fee will be refunded if the credit repositories waive the onsite inspection)

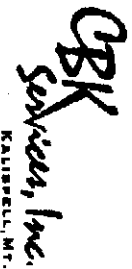
We will contact you to set up a date and time for the physical inspection of your facility.

The inspection is required by the consumer reporting agencies. It is to assure the security of the consumer information you will have in your possession. We require that the computer identifications and passwords used to access our system be stored in a secure - lockable - safe or filing cabinet and that your customer information, application and the consumer credit reports you receive are also under "lock and key". The location of the computer used for this should be in a restricted area, if not a separate home / office location.

Be sure to review the Obligations of Users under the FCRA

The "Summary of Your Rights Under the FCRA" MUST be given to any consumer you deny (in whole or part, because of information found in the consumer credit report.

Collection Services
Check Alert
Public Record Bulletin
Mortgage Credit Reporting
Merged Infile Credit Reporting



Credit Bureau Reports Agreement for Services

In order to cooperate with other business and professional people in the confidential dissemination of credit information, the undersigned, herein referred to as the **Subscriber**, petitions CBK Services, Inc., doing business as **Credit Bureau Reports**, hereinafter referred to as **CBR**, for the use of its services upon the basis outlined below, and if accepted by CBR as a subscriber, agrees that the following shall constitute a service contract between the **Subscriber** and **CBR**. Subscriber further understands that **CBR is a reseller of consumer credit information**, primarily obtained from national consumer credit reporting repositories (CRA), and that information from those repositories is not updated or re-verified without the authorization, direction and instructions of the Subscriber at a predetermined, additional charge.

Subscriber will comply with all the provisions of **Public Law 91-508 [Fair Credit Reporting Act - FCRA]** and all other applicable statutes, both federal and state, including, but not limited to, California and Vermont law regarding consumer credit and consumer identity protection regulations.

Subscriber certifies by reviewing and signing the "Businesses that Cannot be Provided CRA Information" attachment that they are not in the business activities as outlined in attachment [A].

Subscriber certifies that each time a request for information, or a credit report, is made of CBR, the **Subscriber's** representative making the request is authorized to make such a request. **Subscriber further certifies** that use of the information or report provided by CBR is solely for a permissible purpose, according to the FCRA, namely:

A [] 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 review, or collection of an existing account of the consumer. [**TENANT SCREENING** [**MORTGAGE CREDIT REPORTING / MERGED IN-FILE REPORTS, OR** _____

B [] For employment purposes; and Subscriber agrees to make employment certification below:

Subscriber shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by CBR from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, AND FOR NO OTHER PURPOSE.

Reports on Employees will be requested **only** by the **Subscriber's designated representative**. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person **except in the exercise of their official authorized duties**.

X **Initials** _____

That each time a request for information or credit report is made of **CBR for employment purposes**, Subscriber certifies that it will comply with **Section of FCRA**, namely: **1) the consumer/ applicant has been given a clear and conspicuous written notice, in advance (in a document that contains solely of the disclosure)**, that a consumer credit report may be requested for employment purposes; **2) the consumer/ applicant has authorized the Subscriber in writing to procure the report;** **3) the information in the consumer credit report will not be used in violation of any applicable federal or state equal employment law or regulation;** **4) before taking adverse action based in whole, or in part on the report, Subscriber will provide the consumer/ applicant with a copy of the consumer credit report and a description of the consumer's rights under the FCRA as provided in attachment [B].**

X **Initials** _____ **Subscriber shall use Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third party not involved in the current employment decision. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.**

C [] In connection with the underwriting of insurance involving the consumer; or

D [] In connection with a legitimate business need for the information, in connection with a business transaction initiated by the consumer or to review an account to determine whether the consumer continues to meet the terms of the account; and the Subscriber agrees to identify to CBR each request at the time such report is ordered, and to certify the legitimate business need for such a report; or

E [] In connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status; or

F [] As a potential investor, or servicer, or current insurer, in connection with a valuation of, or an assessment of, the credit or prepayment risk associated with an existing credit obligation.

Subscriber certifies that it will request consumer reports pursuant to procedures prescribed by CBR from time to time only for the permissible purposes certified above, and will use the report obtained for no other purpose. Subscriber certifies that it will not forward or share the information obtained with ANY third party.

Public Law 91-508 - the Fair Credit Reporting Act, 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.

X Initials _____

Please initial that you have read and understand page 1 _____

Subscriber agrees to furnish upon request of the CRS written, oral, or electronic information giving the following data:

The names and addresses of customers whose accounts have been restituted or closed by Subscriber (and the reason therefore), or placed for collection, or repossession; or charged off as a loss; and the month and year of the commencement of the delinquency that immediately preceded the action; information on active and inactive accounts, including notification when a consumer voluntarily closes an account; Notice of any disputes by consumers of the completeness or accuracy of any information furnished to CBR. Such pertinent information on present or former customers or employees as may be requested by CBR. Subscriber will provide prompt, accurate and complete information at the time of transmission and will comply with S. 623 of FCRA.

Subscriber will maintain all written authorizations/applications, and the credit report, in a secure location for a minimum of one (1) year from the date of inquiry. Proper disposal of consumer information shall be by the means outlined by CBR, and agreed to by the Subscriber, at the time of the security inspection - and as outlined in attachment [C, page 4].

Subscriber shall maintain a secured location for the means used to access the consumer credit information.

Subscriber shall use each consumer report only for a specific use and shall hold the report in strict confidence, and not to disclose to any third party, provided, however, that the Subscriber 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.

Subscriber shall acknowledge receipt of, and maintain a copy of, the **'Obligations of Users Under FCRA'**, attachment [C, 9 pages] and shall deliver to each consumer applicant that is denied goods or services, based upon information from the credit report, a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act", attachment [B].

Subscriber may discuss information received from CBR with consumer in the event Subscriber declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by Subscriber, CBR shall be held harmless from any liability, damages, costs or expenses including reasonable attorney fees resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information, such information being based, however, upon reports obtained from sources considered by CBR to be reliable.

Subscriber agrees to indemnify, defend and hold harmless the Repository [Equifax, Trans Union, and / or Experian and / or Repository Affiliates] and CBR from and against any and all actual liabilities, suits, claims, losses, reasonable attorneys fees, damages and expenses incurred by or asserted against the Subscriber which are the result of the Subscriber's negligent or fraudulent acts or omissions in connection with its undertakings under the Agreement for Services. The parties hereto covenant and agree that notwithstanding the termination of this Agreement for any reason whatsoever, that this indemnity and hold harmless shall survive and remain in full force and effect.

CBR agrees to maintain access to consumer credit files, providing a means of merging the data requested, delivering the data in the most economical means available to the Subscriber and to maintain reasonable means of security in the obtaining and delivering such files. To furnish all available, pertinent information on individuals, as requested by Subscriber, including but not limited to: identifying information, credit payment history, employment and public record information in the files of the selected national consumer credit reporting repositories. Such information is being furnished at the special request of the Subscriber, as evidenced by the signature on this Service Agreement. CBR will not provide a record of inquiries in connection with credit or insurance transactions not initiated by the consumer. CBR is authorized to market other products / services that the CRA's offer. None of these products are covered by this agreement. Separate agreements are required for these services, along with separate certification requirements by the CRA's.

This service agreement shall remain in force and effect for one (1) year and from year to year on the same basis as set forth until WRITTEN NOTICE shall be given by either party at least thirty (30) days previous to the end of the prevailing payment period. The Subscriber agrees to pay for the above service at the established, agreed upon rate, payable upon billing. With just cause, such as delinquency or violation of the terms of this agreement or a legal requirement, or a material change in existing legal requirements which adversely affect this Agreement, CBR may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

Dated this _____ day of _____ 20_____

Subscriber / Applicant: _____

By: _____ Title: _____ XX Signature: _____

Phone: _____ Fax: _____ email: _____

Mailing Address: _____ Location of Business: _____

This Agreement for Service Accepted by _____ date: _____

For CBK Use:

Physical inspection completed and approved: _____ by _____ Deposit of \$ _____

Member Number Assigned _____

Special Information: _____

Mail this Agreement for Service to:

CBK Services, Inc. PO BOX 940 KALISPPELL, MT 59903 (406)257-7161 FAX 756-6986

Businesses that Cannot be Provided CRA Information

Adult entertainment service of any kind
Business that operates out of an apartment or unrestricted location within a residence
Attorneys or Law Offices (except collection attorneys or reports for employment purposes)
Bail bondsman
Check cashing
Credit counseling
Credit repair clinic or any type of company involved in credit repair activity
Dating service
Financial counseling
Genealogical or heir research firm
Law firm (except collection attorneys or reports for employment purposes)
Massage service
Company that locates missing children
Pawn shop
Private detectives, detective agencies or investigative companies
Individual seeking information for their private use
Company that handles third party repossession
Company or individual involved in spiritual counseling
Subscriptions (magazines, book clubs, record clubs, etc.)
Tattoo service
Company seeking information in connection with time shares
Insurance Claims

Subscriber certifies that it does NOT do business as any of the above types of business.

Subscriber Name: _____

X By: _____ dated: _____

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

Effective September 30, 1997

The Federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you - such as if you pay your bills on time or have filed bankruptcy - to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

■ **You must be told if information in your file has been used against you.** Anyone who uses information from CRA to take action against you - such as denying an application for credit, insurance, or employment - must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

■ **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

■ **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information sources all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs - to which it has provided the data - of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

■ **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified. If you dispute results in any change to your report, the CRA cannot reinvent into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinvented the item. The notice must include the name, address and phone number of the information source.

■ **You can dispute inaccurate items with the source of the information.** If you tell anyone - such as a creditor who reports to a CRA - that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

■ **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

■ **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA - usually to consider an application with a creditor, insurer, landlord, or other business.

- Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- You may choose to exclude your name from CRA lists for uncollected credit and insurance offers. Creditors and insurers may use the information as the basis for sending you uncollected offers of credit or insurance. Such offers must include a tollfree phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRA, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 • 202-506-5161
National Banks, federal branches/agencies of foreign banks, (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 • 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20587 • 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20515 • 202-494-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 • 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 • 800-934-6743
Air, surface, or rail common carriers by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 • 202-366-1305
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 • 202-720-7051

All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

**NOTICE TO USERS OF CONSUMER REPORTS:
OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681j, 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 at 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 Web site. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

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)

- For the underwriting of insurance as a result of an application from a consumer. **Section 604(a)(3)(C)**
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. **Section 604(a)(3)(E)(i)**
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. **Section 604(a)(3)(E)(ii)**
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. **Section 604(a)(3)(D)**
- 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(G)**. 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 LC.1 above.

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

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(b) 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(b) 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.

B. Employment in the Trucking Industry

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(d), 604(e), 604(f), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished 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.

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. Reinvestigation by Reseller

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.

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.

Chapters 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-1
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

Credit Bureau Reports

A Division of CBK Services, Inc.
322 2nd Avenue West Suite C
Kalispell, MT 59901
406 257-7161
Fax 406 756-8986

Report Charges effective January 2008

Merged Infile Credit Report - Internet access at <http://www.cbkservices.com>

1 repository, w/ score	Individual	\$12.00
	Joint (SLN)	\$16.00

InHouse (verbal) Merged Infile Credit Report

Requested verbally or by fax, delivered by fax or mail

1 repository, w/score	Individual	\$16.00
	Joint (SLN)	\$30.00

Employment [Equifax Personal] Report \$35.00

Includes up to 3 reference verifications

Single Reference Verification (Supplement)

Each reference, from file acquired through our office within last 30 days \$12.00 minimum

PLUS any fees charged by Credit Grantor

Each reference, no consumer file acquired from our office

We will pull 1 file (\$15.00 each) + update the one trade item in question (\$10.00) \$25.00 minimum

Rental Verification

Each verification, from file acquired through our office within last 30 days \$12.00

Each verification, no consumer file acquired from our office We will pull 1 file (\$15.00 each) + update the one reference item in question (\$10.00) \$25.00 minimum

Court Record Verifications ref charge \$10.00 \$15.00 minimum

PLUS court imposed fees (minimum \$5.00)

Canadian Report [Equifax]

infile, w/score

Individual	\$25.00
Joint (SLN)	\$35.00

Transferred Mortgage Report \$35.00

Cancellation of report ordered - standard report price for product completed.

Business Report Includes 3 reference checks \$45.00

Each additional reference \$10.00