

## Terms of Use

### Agreement

By using the [specify url of website, e.g. [www.origenscreening.com](http://www.origenscreening.com) website (the "Website") and the services provided on the Website (the "Service") or by clicking "Sign Up" or "I Accept" during registration for the Service, you are agreeing to be bound by the following terms and conditions ("Terms of Use").

### Service

The Service allows landlords to set up online rental applications for their properties, potential tenants to submit rental applications, and, if authorized by the potential tenant, the landlord orders and reviews credit reports, background check reports, and other consumer reports (hereinafter individually a "Consumer Report" and collectively "Consumer Reports". Once any of the following occur the Service terminates and you no longer have access to your rental application via this website: (1) You terminate your tenancy application; (2) You apply for tenancy, are approved for tenancy and move-into the community; (3) You apply for tenancy, are not approved for tenancy; (4) Your application for tenancy is terminated by Landlord.

### Credit, Background Checks and Other Consumer Reports

Upon receiving authority from you, we assist landlords in ordering a credit report and/or a background check and/or other consumer reports about you. To provide this portion of the Service, we may ask for your Social Security Number and other personally identifying information, which we will share with our third-party consumer reporting agency for the purposes of the consumer reporting agency preparing reports and sharing those reports with Landlord and verifying your identity.

### Disclosure and Acknowledgement

Pursuant to certain State and Federal Fair Credit Reporting Acts, an investigation involving the statements made on your rental application, as well as inquiries regarding public records, your character, general reputation, personal characteristics and mode of living may be initiated. Consumer reports will be obtained through Origen Financial Services LLC, 27777 Franklin Road, Suite 1570, Southfield, Michigan 48034. You have the right to dispute the information reported. Upon written request, you are entitled to a complete and accurate disclosure of the investigative nature and scope as well as a written summary of your rights and remedies under the Fair Credit Reporting Act. By supplying the information provided, you certify that, to the best of your knowledge, all statements are true and complete. False, or fraudulent use of misleading information may be grounds for denial of tenancy or subsequent eviction. You also authorize the applicable landlord to obtain all reports and verifications necessary to verify all information put forth in the application for residency.

### Sharing Information

You authorize Origen to provide any and all information you put in the tenancy application or on this website to the Landlord. This includes without limitation, information you provide even if the application is not completed or withdrawn by you. Landlord may use this information to contact you regarding your potential tenancy application.

### Report Issues

Credit report, background check, and other consumer reports are provided by our third-party consumer reporting agencies and may not be available for all users or at all times for various reasons, including reasons beyond our control or about which we may not have specific information.

### Report Information

We are not a credit bureau or "Consumer Reporting Agency Repository," and do not control the contents of any of the consumer reports obtained, including reports obtained through the Service. We are NOT responsible for the contents of any credit report, background check or other consumer report or any credit score, whether correct or incorrect. Credit reports, background check reports and other consumer reports can contain information that is incorrect, incomplete, or not up to date, and reports are not a substitute for carefully reviewing and independently verifying all information contained in a rental application. If you believe that any information contained in your credit report, background check report or other consumer reports are inaccurate or incomplete, you have the right to dispute it. To dispute the contents of your consumer report, please refer to your contact information located in the Adverse Action letter received or you may email us at [sales@origenservices.com](mailto:sales@origenservices.com), or at the address provided in the Disclosure and Acknowledgement paragraph above".

### **No Tenancy Agreement**

The Website's features are designed to make communication between landlords and prospective tenants easier; neither they nor any other aspect of the Service is intended to create any kind of contract or other legal obligation between a landlord and a prospective tenant (or between anyone else, for that matter). You should enter into a written rental or lease agreement that is signed by both the landlord and tenant before relying on any tenancy facilitated by this website.

### **Requirements to use Service**

- a. You must be 18 years old to use the Service.
- b. You must provide your full legal name, a valid email address, and any other information requested in order to complete the signup process.
- c. You are also responsible for keeping your email address up to date, so we can send you important notices.
- d. You are responsible for keeping the link to your application contained within your email secure.
- e. You are responsible for the accuracy of everything that is posted or submitted under your application

### **Intellectual Property**

Use of the Service does not give you ownership of any intellectual property rights in the Website, the Service or any content posted on the Website. You own what you post on the Service (unless you copied it from someone else) but you grant us a license to copy, host, display, create derivative works from, publish, publicly perform, display, and distribute, and otherwise make use of in connection with providing the Service, all information and content you post so long as you have an application in process.

### **Take-down Notices**

Please refer to Origen's [DMCA Policy](#) for instructions on how to provide notice of allegedly infringing material on origenservices.com.

### **Other Users**

We are not responsible for the accuracy of anything another user posts or submits to our site. We are not responsible for the conduct of users on or off the site. Use common sense when doing business with other users.

### **Improper Use**

You may not use the Service for any illegal purpose. You may not, in using the Service, violate any laws in your jurisdiction or ours, or infringe the rights of anyone (ours or third parties). You may not use the Service as part of any fraudulent scheme or transaction. If we have reason to suspect your application has been used for an unauthorized or illegal purpose, you agree that we may share information about you, your application, and any of your transactions with law enforcement. You may not abuse, harass, threaten, impersonate, or intimidate other customers of the Service.

You also may not post anything on the Website that contains or links to sweepstakes, viruses, or malware.

### **Privacy**

All information we collect on this website or through the Service is subject to our "[Privacy Policy](#)". You consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

### **Violations**

If you violate any of the Terms of Use, we may terminate your application without notice.

### **Amendments**

We reserve the right to modify or terminate the Service for any reason, without notice, at any time.

We also reserve the right to alter these Terms of Use at any time. We'll notify you on the site or via email of important changes if you have an application in process, but you should also check back here from time to time if you care about such things. You're free to cancel or discontinue using the Service at any time without penalty. Your continued use of the Service following a change to these Terms of Use constitutes acceptance of the change.

### **Termination of Service**

We reserve the right to refuse service to anyone for any reason (or no reason), and likewise to suspend or discontinue your use of the Service at any time for any reason or no reason. In particular (and just by way of example), we may terminate or suspend your account if you engage in fraudulent or illegal conduct, provide inaccurate, incomplete, false, or misleading information, or otherwise violate these Terms of Use or any of our policies, or if we determine, in our sole discretion, that your use of the Services poses an unacceptable credit or fraud risk to us.

**Cancellation of Application** If you wish to cancel your application for tenancy prior to application submission,, you must do so via the Service web site. An email or phone request to cancel your application will not be processed. If you cancel your application for tenancy, any or all of your information may be immediately (or at some point in the future) irrevocably deleted. You should save a copy of anything important before cancelling your application. Conversely, information you post or otherwise furnish to us, including personal information, may remain on our servers indefinitely (for example, as backups) after you delete it from public areas of the Services or request cancellation of your application. Upon such cancellation you will not be entitled to a refund of the application fee you have paid.

### **Indemnification**

You agree to indemnify, defend, and hold harmless us and our affiliates, agents, officers, employees, and vendors (including without limitation our third-party credit reporting agencies and their respective affiliates, agents, officers, and employees) from any claim, suit, action, or loss arising from or relating to your use of the Service or your violation of these Terms of Use (collectively, any "Claim"), including any liability or expense arising from claims, losses, damages, suits, judgments, civil or criminal fines or other penalties, litigation costs, and attorneys' fees.

### **Warranty Disclaimer**

THE SERVICE IS PROVIDED "AS-IS" WITHOUT PROMISES OF ANY KIND. NEITHER WE NOR OUR SUPPLIERS WARRANT OR GUARANTEE UPTIME OR AVAILABILITY OF THE SERVICE, THAT THE SERVICE WILL MEET OR CONTINUE IN THE FUTURE TO MEET YOUR NEEDS, OR THAT WE WILL CONTINUE TO PROVIDE THE SERVICE OR ANY ASPECT OF THE SERVICE IN THE FUTURE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES FOR THE SERVICE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SEAWORTHINESS, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES, OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES OR THESE TERMS OF USE, INCLUDING ANY CLAIM FOR ANY IMPLIED WARRANTY, IS LIMITED TO THE AMOUNT YOU PAID TO US TO USE THE SERVICES.

### **Binding Arbitration**

If you violate any of these Terms of Use and we don't take action right away, that doesn't mean we are waiving any of our rights. If either of us wants to bring an action against the other, we agree to arbitrate any such dispute in front of a single arbitrator in [specify location or use mailing address of User] according to the below-stated "Rules of Arbitration" applying [specify state] law, except for the arbitration provision itself which is governed by the Federal Arbitration Act. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO. If any part of these Terms of Use is held to be invalid or enforceable, the rest of the Terms of Use will still apply.

If you need to send us any legal notice (including notice that you believe another user is infringing your intellectual property or other rights), please do so via email mail to the following address: [sales@origenservices.com](mailto:sales@origenservices.com).

### **Arbitration Terms**

(a) Arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "Rules of Arbitration") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879.

(b) We and you agree to arbitrate all disputes and claims between us, except any disputes or claims which under governing law are not subject to arbitration. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims subject to arbitration to the fullest extent permitted by law. It includes, but is not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of this Agreement. We also agree that any controversy concerning whether a dispute or claim is arbitrable shall be determined by the arbitrator, not a court, including the scope, applicability, validity, enforceability, interpretation, or

formation of this arbitration provision as well as the Agreement's other terms and conditions, and any claim that all or any part of this arbitration provision or Agreement is void or voidable. For purposes of this arbitration provision, references to "Origen," "you" and "us" shall include our respective parent entities, subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, websites of the foregoing, as well as all authorized or unauthorized users or beneficiaries of services, products or information under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and Origen are each waiving the right to a trial by jury and the right to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(c) A party who intends to seek arbitration must first send to the other, by email to or by certified mail, a written Notice of Dispute ("Notice"). The Notice should be addressed to: [sales@origenservices.com](mailto:sales@origenservices.com) or General Counsel, Origen Services, 27777 Franklin Road, Suite 1570, Southfield, MI 48034 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Origen and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Origen may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Origen or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Origen is entitled.

(d) After Origen receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (The filing fee currently is \$125 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, Origen will pay it directly upon receiving a written request at the Notice Address.) The arbitrator shall be bound by the terms of this Agreement. Unless Origen and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, Origen will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Origen for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(e) The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding or in the final award, pursuant to applicable law and the AAA Rules.

(f) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(g) YOU AND ORIGEN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Origen agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (g) is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(h) Notwithstanding any provision in this Agreement to the contrary, we agree that if Origen makes any change to this arbitration provision (other than a change to the Notice Address), you may reject any such change and require Origen to adhere to the language in this provision if a dispute between us arises regarding such service.

#### **Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and us with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website. In the event of a conflict between any other notice, policy, disclaimer or other term contained in the Website or otherwise, these Terms of Use will control.

**BY USING THE WEBSITE AND/OR CLICKING THE "I AGREE" BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO THE TERMS OF THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION CONTAINED THE SECTION ENTITLED "BINDING ARBITRATION," AND CONSENT TO THIS BINDING ELECTRONIC TRANSACTION. YOU FURTHER AGREE THAT YOUR ELECTRONIC SIGNATURE IS EFFECTIVE AND YOU WILL NOT CONTEST THE LEGALLY BINDING NATURE, VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISION, BASED ON THE FACT THAT THE TERMS WERE ACCEPTED ELECTRONICALLY. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOU MAY RECEIVE RELATED NOTICES AND OTHER SERVICES ELECTRONICALLY THROUGHOUT YOUR ENTIRE COURSE OF PARTICIPATION IN THE SERVICE.**

This Agreement and any related transactions entered into electronically will be deemed to be "in writing" and to have been "signed" by you with the same effect as a manual signature (and any electronic record of such Agreement entered into online will be deemed to be "in writing.") You acknowledge that you have a printer or other device to print or save this Agreement. After clicking "I Agree," you may contact us at [sales@origenservices.com](mailto:sales@origenservices.com) to obtain a paper copy of this Agreement or any other electronic record provided as part of the Service .The provision of certain records in paper form may be subject to additional fees. In addition, you may withdraw your consent to conduct transactions electronically by contacting us at [sales@origenservices.com](mailto:sales@origenservices.com) .though doing so will act as a notice of termination of this Agreement.

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