

ATLAS RENT REPORTING TERMS OF SERVICE FOR RENTERS

Last Updated: Jan 7th, 2024

This agreement outlines the terms between Exto Inc., a Delaware corporation (“Atlas”), and the Atlas customers (“Customer”) regarding Atlas Rent Reporting. Company and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.” By using Atlas Rent Reporting service, Customer agrees to these terms and conditions.

1. Terms of Use

- a. Authorization: Upon dating and signing the [customer enrollment form](#), Customer permits Atlas to:
 - i. Verify the provided information,
 - ii. Create and maintain an account in line with our company-wide [Privacy Policy](#),
 - iii. Request and receive the data from property management company, property manager, or individual landlord (“PMC”) of the customer, in compliance with the Fair Credit Reporting Act and other laws (see [section below](#))
 - iv. Report verified monthly rental payment data on behalf of the customer to bureaus
- b. Accuracy of Information:
 - i. We do not endorse, represent, or guarantee the completeness, accuracy, reliability or usefulness of any submitted information.
 - ii. Submitted information is entirely the responsibility of the person from whom such information originated.
 - iii. The Customer is responsible for the information they choose to submit using Atlas.
- c. Modification and Liability:
 - i. Atlas may update or modify Submitted information
 - ii. No liability on Atlas for any Submitted information

2. Understanding Atlas Rent Reporting Process

- a. Atlas Rent Reporting has 4 stages involved in the process:
 - i. Identity Verification: We partner with Dwolla for customer identity verification.
 - ii. Bank Account Connection: We partner with Plaid for secure bank account linking.
 - iii. Property Managers Verification: We conduct due diligence to validate property manager credentials, lease terms, and rent payments.
 - iv. Gathering and Reporting: We report customer’s monthly rental payment data to credit bureaus.

3. Fees and refund policy

- a. Fees: All fees and charges are payable by the customer unless specified otherwise.
- b. Refund Policy:
 - i. Fees are non-refundable, with the exceptions for missing/incorrect data, Atlas errors, and suspected fraud.
 - ii. To request a refund, contact us at rentreporting@atlasfin.com.
- c. Cancellation by you: You can cancel anytime by reaching out via email to rentreporting@atlasfin.com.
- d. Termination by Atlas: We reserve the right to suspend, restrict access to, or terminate the customer access to Atlas Rent Reporting (or any or all of Atlas Account(s)) or use of our Services, and remove and discard any Content within our Services, for any reason, including lack of use or violation of our [Terms](#). Any suspected fraudulent, abusive, or illegal activity may be referred to law enforcement. Termination of customer access may be effected without prior notice.
- e. Effect of Account Termination or Cancellation: Reactivation may incur a fee.
- f. Reporting Through Lease Term: Atlas may continue to verify and report rent payments.

4. Dispute Resolution

- a. If the customer believes that there is an issue on their credit report that pertains to rental data reported by Atlas, please send all disputes to rentreporting@atlasfin.com.
- b. We aim to respond within 5 business days and resolve disputes within 21 business days.

5. Terms of Use Updates

- a. Atlas may amend this agreement occasionally, posting notice of the latest version on the website. Changes take effect immediately upon posting and don't apply retroactively.
- b. Continued use of the services post-update implies acceptance of the updated Terms. Discontinue use if you disagree with the updated terms.

6. Provision of the Service

- a. Atlas may alter the Service anytime without prior notice.

7. Termination of Service

- a. Atlas reserves the right to deny or terminate service at its discretion without prior notice, especially in cases of Terms violation or suspected fraudulent or illegal activity.

8. Location

- a. Operated by Atlas in the United States.

9. Obligations of furnishers under the FCRA

- a. The Federal Fair Credit Reporting Act (FCRA) mandates all entities providing information to Consumer Reporting Agencies (CRAs) to adhere to certain responsibilities as outlined in Section 623 of the FCRA. Familiarity with and adherence to these laws, alongside any additional state laws, is crucial. The FCRA text can be accessed at the Consumer Financial Protection Bureau (CFPB) website: www.consumerfinance.gov/learnmore.
- b. Accuracy Guidelines
 - i. Atlas must comply with federal accuracy regulations when providing information to CRAs as per Section 623(e).
- c. Prohibition on Reporting Inaccurate Information
 - i. Atlas is prohibited from reporting inaccurate information to CRAs unless a specified address for dispute notifications is provided. Section 623(a)(1)(A) and (a)(1)(C).
- d. Duty to Correct and Update Information
 - i. If inaccuracies or incompleteness in reported information are identified, Atlas must correct the information and notify all CRAs that received the incorrect information. Section 623(a)(2).
- e. Duties After Consumer Dispute Notice
 - i. Upon receiving a dispute notice from a consumer, Atlas must correct the inaccurate information and notify CRAs of the correction. Section 623(a)(1)(B) and 623(a)(3).
- f. Duties After CRA Dispute Notice
 - i. Atlas must investigate, review, and report the results of a dispute to the referring CRA and other nationwide CRAs, if necessary, within 30 to 45 days. Section 623(b)(1) and 623(b)(2).
- g. Reporting Voluntary Credit Account Closure
 - i. Atlas must report to CRAs if a consumer voluntarily closes a credit account during the reporting period. Section 623(a)(4).
- h. Reporting Dates of Delinquencies
 - i. Atlas must report the commencement date of delinquencies for accounts placed for collection or similar actions within 90 days of reporting. Section 623(a)(5).
- i. Negative Information Reporting by Financial Institutions
 - i. Financial institutions must notify consumers in writing before or after furnishing negative information to CRAs. Section 623(a)(7).
- j. Duties During Identity Theft
 - i. Atlas must have procedures to address notifications from CRAs regarding identity theft-affected information and prevent future refurbishing of such information. Section 623(a)(6) and 615(f).

10. Advisory Limitation

- a. We are not a credit repair organization, credit counselor, or financial/legal advisor as per federal or state law.
- b. Our Services do not substitute personal, professional financial, or credit advice.