

AURIS PAYROLL SOLUTIONS, LLC
THE WORK NUMBER® EMPLOYMENT VERIFICATION SERVICE
INFORMATION SHARING AGREEMENT TERMS & CONDITIONS

1. PROVISION OF SERVICES.

- a. This Employment Verification Service Information Sharing Agreement and its Terms & Conditions (“Information Sharing Agreement”) form a part of and are incorporated into the Auris Payroll Solutions, LLC Application and Agreement and its Terms and Conditions (the “Payroll Agreement”). Client’s use of the Employment Verification Service is governed by the Payroll Agreement and this Information Sharing Agreement. Any capitalized terms included in this Information Sharing Agreement but not defined herein shall have the meaning set forth in the Payroll Agreement.
 - b. Subject to the terms and conditions contained herein, Auris Payroll Solutions, LLC (“Auris Payroll”) agrees to facilitate the sharing of certain Client information, as specified herein, with Equifax Workforce Solutions LLC’s (“EWS”) The Work Number® service. The Work Number® (“TWN”) Employment Verification Service is a service that is used by credentialed Verifiers (as defined below) to verify employment and/or income information for consumers (“Consumers”) provided that the Verifier certifies that they have a permissible purpose as set forth in Section 604 of the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (“FCRA”). This Information Sharing Agreement shall be effective as of the earlier of (i) the date upon which Client commences use of the Employment Verification Service, or (ii) the date Client accepts the Information Sharing Agreement as described herein.
 - c. Client acknowledges that the Employment Verification Service does not consist of consultative or advisory services of any form, including those related to payroll taxes and labor laws, unclaimed property compliance, or tax, accounting, legal or other professional services.
- 2. Definitions.** The capitalized terms used in this Information Sharing Agreement shall have the meanings set forth herein, except as otherwise noted.
- a. “Verifier” means an authorized third party making a request with a FCRA permissible purpose, which when required by applicable law shall include Consumer engagement, to EWS for Employment Data in connection with the Employment Verification Service.
 - b. “Employment Verification Service” means the

service described in Schedule A.

- c. “Employment Data” means the data comprised of the data elements set forth on Exhibit 1 for each of Client’s employees, and which EWS uses to provide the Employment Verification Service.
- 3. Information Sharing.** Unless Client specifically opts out of the Employment Verification Service and this Information Sharing Agreement as specified in Section 5, Client hereby authorizes Auris Payroll to share the Employment Data with EWS via API, batch process, web entry, or other method allowed or specified by EWS, in order to facilitate the Employment Verification Service. Client represents and warrants that it has obtained any and all consents (including any consent(s) from its employees) necessary for Auris Payroll to share information, including Employment Data, with third parties for such purposes. Client acknowledges and agrees that the Employment Verification Service provides value to Client and its employees, because enabling Verifiers to query TWN to confirm an employee’s wage and income information relieves employees of the need to arrange for their employers to do so, and relieves employers of the need to respond to individualized verification requests manually.
- 4. Responsibilities of Client.**
- a. **Client understands and acknowledges that in association with the Employment Verification Service, Client is a furnisher of data within the meaning of Section 623 of the FCRA, 15 U.S.C. 1681s-2. Client acknowledges receipt of Schedule A of this Agreement and Attachment 1 to Schedule A (such Attachment 1 to Schedule A, the “Notice to Furnisher”). Client agrees that it shall comply with all of the obligations of a furnisher set forth in such Notice to Furnisher, and as necessary to comply with the obligations of a furnisher under the FCRA.**
 - b. In the event that Auris Payroll or EWS notify Client of a dispute received from a Consumer Reporting Agency (“CRA”) pertaining to Client’s Employment Data, Client shall (i) perform an investigation and review all relevant information provided by the CRA, (ii) cooperate with Auris Payroll and EWS to report the results of the investigation to the CRA, and if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information,

and (iii) complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA).

c. **Client agrees and hereby represents and warrants, that prior to the commencement of Client's receipt of the Employment Verification Service, Client shall provide its employees with any disclosures required under the FCRA and any other applicable law, and obtain each employee's consent for such information sharing as may be required, including with limitation any necessary consents for sharing of the Employment Data.** Client agrees and represents and warrants that it will distribute such disclosures to its employees promptly, including employees hired after the commencement date of the Employment Verification Service hereunder, and obtain such consents from employees promptly and on an ongoing basis.

5. **Client Opt Out.** In the event that Client does not desire to be subject to the terms of this Information Sharing Agreement, and does not desire to take part in and receive the value of the Employment Verification Service, Client must opt out of the Information Sharing Agreement and the Employment Verification Service by contacting Auris Payroll via the opt out form available at <https://www.auris.io/get/equifax-opt-out/>. Client is required to opt out via the method specified in this section in order to indicate its desire not to participate in the Employment Verification Service. If Client does not opt out as specified above, then Client agrees to be bound by the terms of this Information Sharing Agreement and the obligations set forth herein.

6. **Instructions and Accuracy.** Client shall be solely liable for the instructions and information that Client provides to Auris Payroll and for any results of such instructions, as well as the accuracy of any input information supplied by Client to Auris Payroll.

7. **Policies.** Client agrees that it will use the Employment Verification Service solely in accordance with any policies established by Auris Payroll from time to time and documented in any materials furnished by Auris Payroll to Client, as well as any other instructions for the use of the Employment Verification Service provided by Auris Payroll to Client.

8. **Client Use.** Client agrees that, except as otherwise permitted in writing by Auris Payroll, Client will use the Employment Verification Service only for its own internal business purposes and will not sell or otherwise provide, directly or indirectly, any of the

Employment Verification Service or any portion thereof, to any third party.

9. **OWNERSHIP, LICENSES, CONFIDENTIALITY AND NON-DISCLOSURE.**

Client acknowledges and agrees that all computer programs, tutorial and related documentation made available, directly or indirectly, by Auris Payroll to Client as part of the Employment Verification Service are the exclusive property of Auris Payroll or the third party or parties from whom Auris Payroll has secured the right to use such computer programs and documentation (the "Property"). Auris Payroll and such third parties shall retain all rights and title, to the extent of their respective interest, to all copyrights, trademarks, service marks, trade secrets, and other proprietary rights contained within the applicable Property.

10. **LAWS AND GOVERNMENT REGULATIONS.**

Client shall be responsible for compliance with all applicable laws, rules, and regulations. Auris Payroll shall not have any responsibility relating thereto (including without limitation, any obligation to advise Client of Client's responsibilities in complying with any law, rule or regulation applicable to Client's business).

11. **TERM AND TERMINATION.**

a. Upon acceptance, this Information Sharing Agreement is coterminous with the Payroll Agreement and shall continue in full force and effect until (i) termination of the Payroll Agreement, or (ii) termination of the Information Sharing Agreement as specified in this section.

b. Auris Payroll reserves the right to terminate this Information Sharing Agreement immediately upon the occurrence of any of the following events (each an "Event of Default"):

i. Client shall default in any material respect in the performance or observance of any term, covenant, or agreement contained in this Agreement, including, but not limited to a reasonable belief by Auris Payroll that Client will constitute a risk to Auris Payroll by failing to meet the terms of this Information Sharing Agreement or by failing to meet the requirements of a furnish under the FCRA, or failure to cooperate in resolution of disputed or inaccurate data as required under this Information Sharing Agreement.

ii. a material adverse change in the business, financial condition, or

business procedure of Client;

- iii. any assignment or transfer of control of Client or its parent;
- iv. any voluntary or involuntary bankruptcy or insolvency proceedings involving Client; or
- v. any other condition which would cause Auris Payroll to deem Client to be financially insecure.

12. **CLIENT INDEMNIFICATION.** Client shall indemnify, defend, and hold Auris Payroll and its affiliates, parent, successors and assigns harmless from any and all claims, losses, damages, expenses (including reasonable attorneys and other professional fees and court costs), fines, fees, costs, or liability arising from or in connection with (i) any claims by a third party, including without limitation, any employees of Client, in connection with or related to the provision of the Employment Verification Service hereunder or otherwise at the direction of Client, (ii) Client's use of the Employment Verification Service in a manner inconsistent with this Information Sharing Agreement or inconsistent with the FCRA, (iii) Client's failure to properly access the Employment Verification Service in the manner prescribed by Auris Payroll, (iv) Client's failure to supply accurate input information to Auris Payroll, (v) Client's failure to timely review or timely respond to disputes received from CRAs or employees, (vi) Client's failure to comply with the obligations of a furnisher under the FCRA, (vii) Client's breach of this Information Sharing Agreement, and (viii) all other claims arising out of any act or omission by Client or its employees or agents in connection with or related to the Employment Verification Service.

13. **LIMITATION OF LIABILITY.**

- a. Auris Payroll's sole liability to Client or any third party for claims, notwithstanding the form of such claims (e.g. contract, negligence, or otherwise) arising out of errors or omissions in the Employment Verification Service, whether caused by Auris Payroll or by a third party vendor, shall be to correct the Employment Data, provided that Client has complied with its obligations to notify Auris Payroll and EWS within the timelines and in accordance with this Information Sharing Agreement, and cooperated with Auris Payroll and EWS to correct the Employment Data.
- b. Auris Payroll's sole liability to Client or any third party for claims arising out of the availability of the system or the software or the interruption in or delay of the Employment Verification Service for any reason, shall be to use its best efforts to make the system or the software available and to resume the Employment Verification Service,

as promptly as reasonably practicable.

- c. Auris Payroll shall have no liability under this Agreement for any damages resulting from claims made by Client or any third party arising from or related to any and all causes covered by Section 13(a) or 13(b), or arising from or related to any pre-packaged third party software. Auris Payroll's sole liability under this Agreement for damages (monetary or otherwise) resulting from claims made by Client or any third party arising from or related to any and all causes not covered by Section 13(a) or 13(b) shall be limited to (i) the amount of the actual damages incurred by Client, or (ii) an amount which shall not exceed one month's average actual total monthly charges paid by Client to Auris Payroll under the Payroll Agreement during the twelve months preceding the month in which the damages or injury is alleged to have occurred (or such lesser number of months if Client has not received twelve months of services under the Payroll Agreement), whichever is less.
- d. IN NO EVENT SHALL AURIS PAYROLL BE RESPONSIBLE FOR SPECIAL, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COSTS AND ATTORNEY'S FEES, WHICH CLIENT MAY INCUR BY ENTERING INTO OR RELYING ON THIS INFORMATION SHARING AGREEMENT, EVEN IF AURIS PAYROLL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- e. The foregoing provisions of Section 13 set forth the full extent of Auris Payroll's liability under this Information Sharing Agreement (monetary or otherwise) for any cause or action, regardless of the form in which any such claim or action may be asserted against Auris Payroll (e.g. contract, negligence or otherwise) and set forth Client's sole remedies.
- f. Nothing in this Information Sharing Agreement shall be construed to modify or rescind the limitation of liability and the provisions for indemnification set forth in the Payroll Agreement.
- g. **Class Action Waiver: CLIENT ACKNOWLEDGES AND AGREES THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS INFORMATION SHARING AGREEMENT AND THESE TERMS AND CONDITIONS SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF**

CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. CLIENT FURTHER AGREES TO WAIVE, AND HEREBY WAIVES, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

14. DATA SECURITY AND CONFIDENTIALITY.

- a. Client is responsible for retaining detailed Client records for any period required by law.
- b. Client shall protect the security of any login credentials used by Client to access the Employment Verification Service, including without limitation any email accounts used to communicate with Auris Payroll regarding the Employment Verification Service. Client shall be entirely liable for the use of any such login credentials with respect to the Employment Verification Service, including without limitation the communication to Auris Payroll of any changes in pay rates, frequency, or any Employment Data.

15. GENERAL.

- a. To the extent there is any conflict between this Information Sharing Agreement and the Payroll Agreement, this Information Sharing Agreement will control. Capitalized or otherwise defined terms not defined in this Information Sharing Agreement shall have the meaning given to them in the Payroll Agreement. This Information Sharing Agreement, including any attachments hereto or incorporated by reference herein, is incorporated into and made a part of the Payroll Agreement, and those documents together contain the entire understanding between the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof.
- b. **Amendments.** Auris Payroll may change the terms of or add new terms to this Information Sharing Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by Auris Payroll through written communication.
- c. **Assignment.** Client may not assign or attempt to assign this Information Sharing Agreement or any of Client's rights or obligations under this Information Sharing Agreement without the prior written consent of Auris Payroll. Auris Payroll may assign this Information Sharing Agreement and all of its rights hereunder at any time.

- d. **Notices.** All notices and other communications required or permitted to be sent to Client under this Information Sharing Agreement may be made by: (1) written communication sent to the Client at the address stated on the Application Form or as updated by the Client thereafter; (2) electronic communication sent to the Client at the electronic mail address stated on the Application Form or as updated by the Client thereafter; (3) an electronic posting or notification on Auris Payroll's website located at <https://www.auris.io/>; or (4) an electronic posting or notification accessible to Client on its Client account portal. All notices and other communications required or permitted to be sent to Auris Payroll under this Information Sharing Agreement shall be in writing, shall be sent by overnight courier or registered mail, and shall be effective upon actual receipt by the Corporate Secretary of Auris Payroll Solutions, LLC, 100 E Main St., Oklahoma City, OK 73104, with a copy to Acrisure, LLC, Attn: Legal Department, 100 Ottawa Ave SW, Grand Rapids, MI 49503. Any notices sent to Client shall be effective upon the earlier of (1) actual receipt, (2) upon the sending of such notice to the email or physical address provided by Client in the Application Form or to any other email or physical address to which notices, statements and/or other communications are sent to the Client hereunder, or (3) upon the actual posting thereof on the Auris Payroll's website identified above and/or the Client account portal. The parties hereto may change the name and address of the person to whom notices or other documents required under this Information Sharing Agreement may be sent at any time by giving written notice to the other party.
- e. In the event that any term(s) of this Information Sharing Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the remainder of the Information Sharing Agreement shall not in any way be affected or impaired thereby.
- f. The failure by either Auris Payroll or Client to insist upon the performance of any of the provisions contained herein shall in no way constitute a waiver of any of its rights as set forth herein, at law or in equity, or a waiver by either Auris Payroll or Client of any other provision or subsequent default of any of the terms and conditions set forth herein.
- g. The headings in the Information Sharing

Agreement are intended for convenience of reference and shall not affect its interpretation.

- h. Client acknowledges, confirms and agrees that other than Auris Payroll's obligations to Client hereunder, Auris Payroll has no obligation to any third party (including but not limited to Client's employees, customers and/or taxing authorities) by virtue of this Information Sharing Agreement.
- i. **Force Majeure.** Auris Payroll shall not be liable for failure to fulfill its obligations under this Information Sharing Agreement if such failure is due to any cause or condition beyond Auris Payroll's reasonable control, such as: natural disaster, acts of God, strikes, fire, floods, war, riot, electrical power failure, decrees of governmental bodies or communications failure.
- j. **Miscellaneous.** No waiver of compliance with any provision or condition of this Agreement and no consent provided for herein, shall be effective unless evidenced by an instrument in writing duly executed by the Party sought to be charged with that waiver. If any provision of this Information Sharing Agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of this Information Sharing Agreement. This Information Sharing Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to principles of conflicts of law. Each Party agrees to take such further actions and execute and deliver such further agreements and other instruments as the other Party may reasonably request in furtherance of the provisions of this Information Sharing Agreement. This Information Sharing Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

EXHIBIT 1
TO THE EMPLOYMENT VERIFICATION SERVICE INFORMATION SHARING AGREEMENT
Employment Data Elements

Employment Data includes the following individual Employment Data elements up to and including the most recent 36 months. Any calculated data element fields, such as year-to-date amount, are considered available and will be provided to EWS.

Data Element	VOE	VOI	SSV
Unique Client Identifier	X	X	X
Company Name	X	X	X
Company Address	X	X	X
Work Location Address	X	X	X
Social Security Number	X	X	X
Payroll As of Date	X	X	X
Employee Name	X	X	X
Job Title	X	X	X
Employee Status	X	X	X
Most Recent Hire Date	X	X	X
Original Hire Date	X	X	X
Termination Date	X	X	X
FEIN			X
Pay Frequency		X	X
Home Address	X	X	X
Birthdate	X	X	X
Average Hours per Pay Period		X	
Rate of Pay		X	X
Rate of Pay Description		X	X
YTD Total Gross Wages		X	X
YTD Gross Base Wages		X	
YTD Gross Overtime Wages		X	
YTD Gross Bonus Wages		X	
YTD Gross Commission Wages		X	
YTD Gross Other Wages		X	
Pay Period Beginning Date			X
Pay Period Ending Date			X
Check Date			X
Pay Period Gross Wages			X
Pay Period Net Wages			X
Pay Period Hours Worked			X
Pay YTD History from 'As of Date' if available (aggregated pay per year, one element per year)	All available	24 to 60 months	36 months

Verification Category Definitions:

“VOE” shall be defined as a Verification of Employment, Employment Verification, or similar. (Example: Job applicant authorizes a background screener to verify their work history during a new job application.)

“VOI” shall be defined as a Verification of Income, Income Verification, Employment and Income Verification, or similar. (Example: Home buyer authorizes a lender to verify their income during the home loan application.)

“SSV” shall be defined as the abbreviation for a Social Service Verification or similar. (Example: Consumer authorizes a government agency, or its authorized agent, to verify eligibility for government benefits during application.)

SCHEDULE A
TO THE EMPLOYMENT VERIFICATION SERVICE INFORMATION SHARING AGREEMENT

Equifax Workforce Solutions
EMPLOYMENT VERIFICATION SERVICE

The Employment Verification service (the “**Service**”) is owned and operated by Equifax Workforce Solutions LLC (“**EWS**”), which provides subscribing employers or other data furnishers with an automated method of providing employment and income verifications to authorized third parties also known as Verifiers. Auris Payroll contracts with EWS to provide the Service to Auris Payroll’s Clients in accordance with the Information Sharing Agreement and this Schedule A, including all attachments hereto, (which are all part of the Information Sharing Agreement) utilizing the Employment Data furnished on behalf of the Client by Auris Payroll.

Client acknowledges that the ability of Auris Payroll to provide accurate information is dependent upon accurate Employment Data furnished by Client.

1. FAIR CREDIT REPORTING ACT (“FCRA”).

As a provider of TWN, EWS is a Consumer Reporting Agency (“**CRA**”), as defined by the FCRA. As such, EWS complies with the FCRA in providing the Service. EWS’s FCRA compliance enhances the protections available to the employees whose Employment Data is included in the Service, with respect to the privacy and accuracy of the Employment Data. EWS maintains reasonable procedures to assure maximum possible accuracy as required under the FCRA.

2. FCRA OBLIGATIONS.

A. By accepting the Information Sharing Agreement, or otherwise accepting these terms, Client acknowledges receipt of this Schedule A and Attachment 1 to Schedule A (such Attachment 1 to Schedule A, the “**Notice to Furnisher**”). Furthermore, Client agrees that it shall comply with all of the obligations of a furnisher set forth in such Notice to Furnisher. In the event that a Consumer notifies EWS of an error in any Employment Data, EWS shall have the right to coordinate with Client directly to correct the Employment Data as required. If, after completing an investigation and acknowledging that the Employment Data is incorrect, Client does not correct the Employment Data; EWS may as required under FCRA: (i) correct the Employment Data on behalf of Auris Payroll and Client, and/or (ii) block the Employment Data from being accessed by Verifiers.

B. Furthermore, in the event of consumer dispute each party and EWS shall have the responsibilities set forth below or as detailed elsewhere in the Agreement:

i. EWS will have primary responsibility for receiving, processing and resolving data disputes. However, Client will use reasonable efforts to assist Auris Payroll and EWS in dispute resolution per the terms and requirements set forth herein; EWS will communicate any disputes received by EWS to Client within five (5) business days.

ii. In the event a Consumer or Client reaches out directly to Auris Payroll regarding a dispute, Auris Payroll shall direct the party to EWS’s dispute process.

iii. Client shall promptly investigate all data disputes communicated to Client by Auris Payroll or EWS in accordance with applicable law, and promptly communicate to Auris Payroll the results of Client’s investigation into the data dispute together with Client’s authorization to release such results to EWS.

3. SERVICE DESCRIPTION OVERVIEW.

A. Parties to Verifications. Auris Payroll is authorized by Client to provide employment and income data related to Client’s employees to EWS in order to provide employment and income verification of relevant Consumers subject to the other terms and conditions of this Agreement. The Service is designed to assist (i) Clients of Auris Payroll whose employee data is shared with EWS in accordance with the terms of this Agreement (each, a “**Participating Employer**”), and (ii) commercial, private, nonprofit and governmental entities or Verifiers who wish to verify a Consumer’s employment and/or income information.

B. Client Interests. Auris Payroll furnishes Employment Data on behalf of a Participating Employer to EWS and EWS provides employment and/or income verifications to Verifiers who have a permissible purpose, as defined by the FCRA, to whom such Employment Data relates. Auris Payroll does not guarantee the accuracy of Employment Data provided by Client.

C. Employee Interests. Employees of Participating Employers, or Consumers, may need verification of employment and/or income to qualify for home loans, automobile loans, chattel loans, social services programs, as some examples. The Service provides the necessary verification of employment and/or income information on a timely basis.

D. Verifier Interests. Verifiers may obtain different amounts of information and in different manners dependent on the nature of the Verifier and the nature of the relationship with EWS. Verifiers may be commercial verifiers such as mortgage lenders, pre-employment screeners, automobile lenders, property managers, parties to consumer lending and others; social service agencies seeking to qualify an employee for social service assistance; child support agencies providing support for dependent

children; insurers; or other Verifiers with a need to verify employment or income that have a valid FCRA permissible purpose.

The Employment Verification Service will serve the interests of Client, Consumers and Verifiers (i) by providing verifications to relieve the employer of the burden of employment and income verification obligations as often as practicable; (ii) by providing verifications where permissible purpose, as defined by the FCRA, exists in scenarios such as where the employee has applied for a benefit (such as a job application, qualification for social services assistance or a loan application) or has obtained a benefit and the Verifier is seeking to determine whether the employee is qualified to continue to receive the benefit or is seeking to enforce obligations undertaken by the employee in connection with the benefit, and (iii) by providing analytics, modeling and/or demographic studies that will not include any information that individually, or collectively, could be used to specifically identify either Participating Employer(s), Participating Employer(s)' customers or Participating Employer(s)' or such customer's employees.

**ATTACHMENT 1 TO SCHEDULE A
TO THE EMPLOYMENT VERIFICATION SERVICE INFORMATION SHARING AGREEMENT**

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

All furnishers of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The federal Fair Credit Reporting Act (**FCRA**), 15 U.S.C 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (**CRAs**). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C 1681s-2. State law may impose additional requirements on furnisher. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (**CFPB**): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. *Section 623(e)*.

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. *Sections 623(a)(1)(A) and (a)(1)(C)*.

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. *Section 623(a)(2)*.

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. *Section 623(a)(1)(B)*.

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. *Section 623(a)(3)*.

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." Federal regulations are available at www.consumerfinance.gov/learnmore. *Section 623(a)(8)*.

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. *Sections 623(b)(1)(A) and (b)(1)(B)*.
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. *Section 623(b)(1)(C) and (b)(1)(D)*.
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). *Section 623(b)(2)*.
- Promptly modify or delete the information, or block its reporting. *Section 623(b)(1)(E)*.

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. *Section 623(a)(4)*.

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. *Section 623(a)(5)*.

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. *Section 623(a)(5)*.

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p) must notify consumers in writing if they may furnish or have furnished negative information to a CRA. *Section 623(a)(7)*. The Consumer Financial Protection Bureau has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. *Section 623(a)(9)*. This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties When ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. *Section 623(a)(6)*. If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. *Section 623(a)(2)*. When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. *Section 615(f)*.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t

Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y