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8. STRETTO Account

You can visit the SITES without establishing an account with STRETTO. However, in order to order any SERVICES, or to utilize any of STRETTO's platforms or the functionality resident therein, you must have an active account for the platform or SERVICE. STRETTO offers accounts via CIN Legal Data Services, CINcompass, myHorizonToday and/or Trustee Suite ("ACCOUNT").

To inquire about a Trustee Suite by Stretto and Stretto's document portal: Mail: STRETTO, 5 Peters Canyon, Suite 200, Irvine, CA 92606 Phone: 1.800.634.7734 Email: web-webmaster@stretto.com

To inquire about a CIN Legal Data Services, CINcompass, Best Case and/or myHorizonToday Account: Mail: STRETTO, 4540 Honeywell Court, Dayton, OH 45424 Phone: 1.866.218.1003 Email: contact@stretto.com

You are responsible for the activity that happens on or through your ACCOUNT. To protect your ACCOUNT, keep your password confidential and do not reuse it on third-party applications. If you learn of any unauthorized use of your password or ACCOUNT, please contact STRETTO as soon as possible using the contact information given above.

Access to and use of ACCOUNTS and password-protected and/or secure areas of the SITES are restricted to authorized users only. Unauthorized individuals attempting to access ACCOUNTS or protected areas of the SITES may be subject to prosecution.

9. No Privilege or Confidentiality

You acknowledge that any electronic mail or other communications you choose to send or submit via the SITES in connection with a bankruptcy case or other matter will not be treated as "privileged" or "confidential". You also acknowledge that you cannot solicit or create an attorney-client relationship with any attorney by either transmitting or receiving information from the SITES or by communicating with any party or party's counsel via the SITES or via email.

10. Blog Posts

The blogs on the SITES ("BLOGS") are for educational and informational purposes only. Use of the BLOGS does not create any attorney-client relationship between you and any individual attorney or STRETTO. The BLOGS do not constitute legal advice and are not a substitute for legal advice from a licensed attorney in your state. The information contained within another site that is linked to or from the BLOGS is beyond the control of the individual blogger or STRETTO, and do not constitute approval, support, or any relationship to any site or organization. While the content on the BLOGS page is believed to be accurate as of the post date, laws change frequently. You should not act or refrain from acting based upon information provided on the SITES without first consulting legal counsel.

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For purposes of convenience, the SITES may contain links to other web sites operated by third parties. STRETTO makes no representations or warranties about any third-party web site that you may access through said links, and does not endorse, adopt, or otherwise accept any responsibility for the content of any linked third-party web sites or for damages you may sustain from your access to, use of, inability to use, or reliance upon any linked third-party web site.

12. Summary of Your Rights under the Fair Credit Reporting Act and State Laws

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). To access a summary of your major rights under the FCRA, please visit <u>https://www.stretto.com/FCRA</u>. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552. Many states also have fair credit reporting laws that protect your rights to accuracy, fairness and privacy in credit reporting. Please review all applicable states' notices of rights posted at https://www.stretto.com/legal-policies.

13. Notice to Users of Consumer Reports; Notice of Prosecution

The federal Fair Credit Reporting Act (FCRA) requires STRETTO to inform users of consumer reports about their legal obligations. If you are an end user of a consumer reports, you certify that you have received and read the Notice to Users of Consumer Reports: Obligations of Users under the FCRA. Please visit https://www.stretto.com/FCRA to read the Notice. Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution.

14. Communications

You should use the following information to contact STRETTO regarding the SITES, CONTENT, SERVICES, or your ACCOUNT:

For communications regarding Trustee Suite by Stretto and Stretto's document portal: Mail: STRETTO, 5 Peters Canyon, Suite 200, Irvine, CA 92606 Phone: 1.800.634.7734

Email: web-webmaster@stretto.com

For communications regarding CIN Legal Data Services, CINcompass, Best Case Bankruptcy, MyCaseInfo and/or myHorizonToday Mail: STRETTO, 4540 Honeywell Court, Dayton, OH 45424 Phone: 1.866.218.1003 Email: contact@stretto.com

Except as otherwise provided, STRETTO may send any notices to you to the most recent e-mail or postal address you have provided to us or, if you have not provided an e-mail address, to any e-mail or postal address that we believe to be your address.

15. Applicable Law

By utilizing the SITES, you agree that your rights and obligations, as well as the rights and obligations of STRETTO, shall be governed, at STRETTO's sole discretion, by the laws of the State of California and applicable federal law, without regard to any conflict of law provisions. You agree that any and all disputes arising under these TERMS or out of STRETTO's provision of SITES pursuant to these TERMS or otherwise, if submitted to a court of law, shall be submitted to the state and federal courts with jurisdiction in Orange County, California, USA.

16. About these Terms

We reserve the right to modify the TERMS at any time. You should check the TERMS periodically for changes as new terms and conditions take effect immediately upon posting. By using the SITES after changes have been made, you agree to accept the changes regardless of whether or not you have reviewed them. If at any time you choose not to accept the posted TERMS, you must refrain from using the SITES.

These TERMS represent the entire understanding concerning your use of the SITES and prevail over any prior or contemporaneous, conflicting, or additional communications. If you do not agree with these TERMS, please do not use these SITES.

In the event of a conflict between these TERMS and any other notice, policy, disclaimer or other term contained in the SITES or CONTENT or in the SERVICES and services provided to you through the SITES, these TERMS will control. If any portion of these TERMS is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect, to the fullest extent permissible.

Section titles used herein are for guidance and convenience only and do not limit or otherwise affect or interpret the provisions of the TERMS.

17. Additional Terms and Conditions of Use for Stretto's document portal.

STRETTO grants you a nonexclusive right to use the document portal at https://documentportal.stretto.com solely for submission of documentation related to a bankruptcy case for which the selected recipient is the assigned trustee. You agree to refrain from sending content unrelated to bankruptcy cases via the document portal. You are under no obligation to use the document portal and can stop using the document portal at any time. Registering for and using document portal through this Site requires you to supply a valid email address. As part of the document portal service, STRETTO will send emails to document portal users on a regular basis. By providing your email address, you consent to receiving these emails from STRETTO. Most STRETTO emails will be sent from <u>document.portal@stretto-services.com</u>.

18. Additional Terms and Conditions of Use for Trustee Docs Feature in Best Case Software.

STRETTO grants you a nonexclusive right to use the Trustee Docs feature (the "FEATURE") within the Best Case Bankruptcy software's ECF Manager in accordance with these terms and any user documentation provided online. After you have filed a Chapter 7 bankruptcy case, you may use the FEATURE to send filed documents directly to a Stretto Trustee who is assigned to the case. Each document sent via the FEATURE must be in PDF format and must be 20MB or less in size. The FEATURE will display the name and type (i.e., Pay Stubs, Tax Transcripts) of all documents you upload for delivery to the Stretto Trustee ("the SHARED DOCS") and the date and time at which the SHARED DOCS were sent to the Stretto Trustee through the FEATURE. Both you and the Stretto Trustee can access the SHARED DOCS from your respective software programs until the thirtieth (30th) day following the latest 341(a) date or the discharge of the case, whichever occurs first. You agree to use the FEATURE solely for submission of documentation related to a bankruptcy case for which the selected recipient is the assigned trustee. You agree to refrain from sending unrelated content via the portal. You are under no obligation to use the FEATURE and can stop using the FEATURE at any time. The FEATURE requires you to provide a valid email to STRETTO. If you do not have an email on file with STRETTO, you will be prompted to enter a valid email address upon using the FEATURE for the first time. STRETTO will send emails to users of the FEATURE on a regular basis. You consent to receiving emails from STRETTO and Stretto Trustees regarding use of the FEATURE and SHARED DOCS. STRETTO's emails to you may be sent from document.portal@stretto-services.com.

19. Additional Terms and Conditions of Use for MyCaseInfo.

STRETTO grants you a nonexclusive right to use the MyCaseInfo application at https://www.mycaseinfo.com to provide consumers with a fast and secure method of providing you with information needed to file a consumer bankruptcy case. If you are a bankruptcy attorney or an employee thereof, you agree that STRETTO may deliver any required or optional notices to you electronically by posting the notice clearly, conspicuously and continually on the MyCaseInfo web site. In addition, STRETTO may send notices to you via email to the most recent e-mail address you have provided to STRETTO; or, if you have not provided an e-mail address, to any e-mail or postal address that STRETTO believes to be your address. If you are a consumer who is visiting the http://www.mycaseinfo.com Web site at the direction of your bankruptcy attorney, you authorize and instruct STRETTO to deliver the information and data you enter into the MyCaseInfo application ("YOUR DATA") to your attorney via secure electronic transmission. In addition, you agree that your Attorney has the right to view, import and use YOUR DATA for the purposes of preparing a consumer bankruptcy case. You acknowledge that once YOUR DATA has been delivered to your attorney, STRETTO has no control over your attorney's use of said data. You authorize STRETTO to securely store YOUR DATA. In addition, you authorize STRETTO to collect a fully anonymized version of YOUR DATA and aggregate it with the anonymized data of other consumers using MyCaseInfo for the sole purpose of conducting internal testing and market research and analysis. You authorize STRETTO to use the fully anonymized and aggregated version of YOUR DATA indefinitely. You agree that STRETTO may contact you regarding your use of the MyCaseInfo Web site and/or application in order to obtain product feedback and to present you with education and marketing materials relative to consumer bankruptcy. If you would like to opt out of receiving education and marketing materials from STRETTO, you may contact us via mail, email or telephone using the contact information set out in Section 14 of these TERMS.

20. Other Rights

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