

TERMS AND CONDITIONS OF USE FOR STRETTO WEBSITES

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1. Purpose of SITES

STRETTO maintains the SITES as an informational and fulfillment resource that provides you with information about and access to STRETTO’s products and services (“SERVICES”). Additional terms and conditions or product requirements may apply to specific SERVICES. Additional terms will be available with the relevant SERVICES, and those additional terms become part of your agreement with us if you use those SERVICES.

The SITES’ contents are not intended to constitute legal, financial or other professional advice, or you should not rely on the same as a substitute for legal, financial or other professional advice. You should not take any action or refrain from taking any action based upon the SITES’ contents without seeking legal counsel from a licensed attorney. Unless expressly stated, the SITES’ contents do not represent STRETTO’s or any party’s official position on any subject matter.

The SITES and SERVICES are intended for the exclusive use of citizens of the United States of America who are age 18 or older. Neither the SITES nor SERVICES are intended for use by non-U.S. citizens, including but not limited to identifiable natural persons who are citizens of a Member State of the European Union. The SITES are not intended for use by children and STRETTO does not intend to collect information about children through the SITES. STRETTO defines children as individuals under the age of 18.

2. Privacy Policy; California Privacy Rights

You acknowledge receipt of our Privacy Policy posted at <https://www.stretto.com/legal-policies> and certify that you have read it, understand it, and agree to be legally bound by its terms. By accessing the SITES, you agree that STRETTO may collect, use and share your personal information in accordance with the terms of its Privacy Policy and to the extent necessary to process any requests or address any communications that you submit. Section 10 of the Privacy Policy addresses rights given to California residents by the California Consumer Privacy Act of 2018 (“CCPA”).

3. Use of Cookies

STRETTO places cookies, or small files, on your computer’s hard drive when you visit the SITES (if you allow it) so we can recognize you and remember your preferences for future visits. Cookies also allow us and third-party services acting on our behalf, such as Google Analytics, to compile aggregate data about the SITES’ traffic and user interactions with the SITES. Finally, cookies allow us to show you relevant advertising while you are visiting the SITES. If you continue to use our SITES, you are agreeing to our placing cookies on your computer or mobile device (unless you have changed your device or browser settings to prevent this). If you do not allow cookies, then our SITES may not work properly for you. You have the right to delete the cookies placed on your computer or mobile device at any time. However, doing so will prevent our SITES from recognizing you and customizing your experience when you revisit it. For more details on the types of cookies we use on our SITES and what they do, please read our Cookie Policy at <https://www.stretto.com/legal-policies/>. The Cookie Policy forms part of our general Privacy

Policy which explains how we collect and use information about you. You can read the full Privacy Policy at <https://www.stretto.com/legal-policies/>.

4. Intellectual Property

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5. Modification and Termination

STRETTO may, at its discretion, modify, change, or discontinue the SITES, any CONTENT on the SITES, any SERVICES offered through the SITES, and/or access to the SITES or any portion thereof, with or without notice. Likewise, STRETTO may suspend your access to any part of, or all of the SITES, and any SERVICES ordered through the SITES, at any time, with or without cause, with or without notice, and effective immediately, for any reason whatsoever. You agree that STRETTO will not be liable to you or any third party for any modification or discontinuance of SITES, CONTENT, and/or SERVICES, or your access to the same.

6. NO WARRANTIES OR GUARANTEES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES, SERVICES, AND CONTENT IS AT YOUR SOLE RISK. ALL SERVICES AND CONTENT OFFERED ON OR THROUGH THE SITES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. STRETTO AND ITS SUPPLIERS AND VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES, GUARANTEES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. THE INFORMATION CONTAINED IN THE SITES, SERVICES, AND CONTENT AND OTHER MATERIALS YOU MAY RECEIVE FROM STRETTO DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. STRETTO DOES NOT GUARANTEE OR WARRANT (I) THAT THE SITES, SERVICES AND/OR CONTENT ARE ACCURATE, TIMELY, UNINTERRUPTED OR ERROR-FREE; OR (II) THAT ANY RESULTS, RELIABLE OR OTHERWISE, MAY BE OBTAINED FROM THE USE OF THE SITES, SERVICES OR CONTENT.

WITHOUT LIMITING THE FOREGOING, STRETTO EXPRESSLY DOES NOT GUARANTEE OR WARRANT THE ACCURACY OR COMPLETENESS OF ANY SEARCH RESULTS OBTAINED VIA THE SITES, OR THAT SEARCH RESULTS WILL ACCURATELY REFLECT THE CONTENT OF THE OFFICIAL DOCKETS, REGISTERS OF CLAIMS, SCHEDULES AND/OR STATEMENTS FILED IN ANY GIVEN BANKRUPTCY CASE.

EXCEPT AS EXPRESSLY AGREED BY STRETTO, STRETTO DOES NOT UNDERTAKE ANY OBLIGATION TO CORRECT, UPDATE, MODIFY, REVISE OR REORGANIZE THE INFORMATION PROVIDED THROUGH THE SITES, OR TO NOTIFY YOU OR ANY THIRD PARTY SHOULD THE INFORMATION BE CORRECTED, UPDATED, MODIFIED, REVISED OR REORGANIZED. IN ADDITION, STRETTO DOES NOT ENDORSE OR WARRANT, AND DISCLAIMS ALL LIABILITY FOR, ANY THIRD-PARTY CONTENT THAT MAY BE LINKED TO OR OTHERWISE ACCESSED FROM THE SITES.

7. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT STRETTO AND ITS SUPPLIERS AND VENDORS WILL NOT BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM, ARISING OUT OF, OR CAUSED IN WHOLE OR IN PART BY (I) YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SITES, SERVICES, CONTENT AND/OR MEMBERSHIP BENEFITS, OR ANY WEB SITES LINKED THEREFROM; AND/OR (II) STRETTO'S ACTS, ERRORS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, GATHERING, FORMATTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION CONTAINED IN THE SITES, SERVICES, CONTENT AND/OR MEMBERSHIP BENEFITS. THIS LIMITATION OF LIABILITY INCLUDES FORESEEABLE AND UNFORESEEABLE DAMAGES, HOWEVER CAUSED, EVEN IF STRETTO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS. FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON STRETTO, YOU AGREE THAT STRETTO'S TOTAL LIABILITY TO YOU (AND ANY OF YOUR MINOR CHILDREN) FOR ANY OR ALL OF YOUR LOSSES OR INJURIES (OR THOSE OF YOUR MINOR CHILDREN) FROM STRETTO'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO STRETTO FOR ANY SERVICES YOU PURCHASE FROM STRETTO.

8. STRETTO Account

You can visit the SITES without establishing an account with STRETTO. However, to use 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 Stretto Due Diligence Solutions™, CINcompass® software, Best Case® Client Portal, Best Case® Cloud Solution software, myHorizonToday® and/or Trustee Suite® ("ACCOUNT").

To inquire about a Trustee Suite and Trustee Document Portal ACCOUNT:

Mail: STRETTO, 410 Exchange, Ste. 100, Irvine, CA 92602

Phone: 1.800.634.7734

Email: web-webmaster@stretto.com

To inquire about a Stretto Due Diligence Solutions, CINcompass, Best Case by Stretto, Best Case Client Portal and/or myHorizonToday ACCOUNT:

Mail: STRETTO, 410 Exchange, Ste. 100, Irvine, CA 92602

Phone: 1.866.218.1003

Email: cinattorneysupport@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. You may be required to complete a multi-factor authentication process ("MFA") each time you log in to your ACCOUNT. During your first log in to the ACCOUNT, you may be required to provide both an email address and a mobile telephone number for STRETTO to use in conducting the MFA process.

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. 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.

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.

11. Links to Third-Party Web Sites

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 <https://www.stretto.com/legal-policies/>. 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/legal-policies/> 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 and Trustee Document Portal

Mail: STRETTO, 410 Exchange, Ste. 100, Irvine, CA 92602

Phone: 1.800.634.7734

Email: web-webmaster@stretto.com

[For communications regarding Stretto Due Diligence Solutions, CINcompass, Best Case by Stretto, MyCaseInfo, Best Case Client Portal and/or myHorizonToday](#)

Mail: STRETTO, 410 Exchange, Ste. 100, Irvine, CA 92602

Phone: 1.866.218.1003

Email: cinattorneysupport@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 Trustee Document Portal.

STRETTO grants you a nonexclusive right to use the Trustee 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 document.portal@stretto-services.com.

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>. (a) If you are a bankruptcy attorney or an employee thereof, you may instruct your clients to use MyCaseInfo as a fast and secure method of providing you with information needed to file a consumer bankruptcy case. 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. (b) 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 collect, use and share YOUR DATA as described in the STRETTO Privacy Policy which is posted at <http://www.stretto.com/legal-policies>. You agree that STRETTO may contact you regarding your use of the MyCaseInfo Web site and/or application in order to provide technical assistance, obtain product feedback, or inquire about your interest in products.

20. Additional Terms and Conditions of Use for Client Portal.

STRETTO grants you a nonexclusive right to use the Client Portal application at www.cp.bestcase.com. (a) If you are a bankruptcy attorney or an employee thereof, you may instruct your clients to use Client Portal as a fast and secure method of providing you with information needed to file a consumer bankruptcy case. You agree that STRETTO may deliver any required or optional notices to you electronically by posting the notice clearly, conspicuously, and continually on the Client Portal 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. (b) If you are a consumer who is visiting the www.cp.bestcase.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 Client Portal 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 collect, use and share YOUR DATA as described in the STRETTO Privacy Policy which is posted at <http://www.stretto.com/legal-policies>. You agree that STRETTO may contact you regarding your use of

the Client Portal Web site and/or application in order to provide technical assistance, obtain product feedback, or inquire about your interest in products.

21. Other Rights

Any rights not expressly granted herein are reserved.