

NOTICE TO END USER

Best Case Solutions (“Best Case”) recognizes that it may benefit end users of its bankruptcy software to have immediate access to a credit reporting agency. To that end, Best Case has entered into agreements with certain suppliers of credit reports (each a “Supplier”) under which Best Case will offer an add-on to its bankruptcy software to facilitate communications between the end user and any such Supplier. As a necessary prerequisite to receiving the add-on software, you must establish an account with a Supplier by entering into an affiliate agreement directly with the Supplier, and by establishing user IDs and passwords with the Supplier. Once we have received your signed “Notice to End User” and confirmation from a Supplier that you have established an account, we will forward the add-on software to facilitate your use of the Supplier’s services.

Your relationship with a Supplier may be governed by a variety of federal or state laws and regulations, including the federal Fair Credit Reporting Act (“FCRA” or the “Act”) and related state laws. A document entitled “Notice to Users of Consumer Reports: Obligations of Users Under the FCRA,” which is being separately provided to you, sets forth the requirements and responsibilities of end users of consumer (credit) reports under the federal law. In short, a Supplier’s customers (“end users”) must have a permissible purpose to obtain consumer (credit) information (these permissible purposes are detailed in the Notice and in the Act itself at 15 U.S.C. §§ 1681b). End users must certify to the credit reporting agency that they are obtaining credit information for a permissible purpose. End users also are responsible for informing an individual of any adverse action taken against them based in whole or in part on information received from a credit reporting agency in the manner prescribed in the attached Notice. By signing below, you acknowledge that information you receive from a Supplier will not be obtained or used in violation of any applicable federal or state laws or regulations, including but not limited to the FCRA and related state laws.

Best Case is not a credit reporting agency. Rather, by virtue of its agreement with Suppliers and the add-on software, Best Case simply is facilitating communications between you and a credit reporting agency with whom you already have established a preexisting account. Best Case will not have access to information released to you by the Supplier, nor will it assemble or evaluate consumer credit information to be used by the Supplier’s customers. Best Case simply is acting as a go-between or conduit between you and the Supplier and, beyond this, will not participate in your ongoing relationship with the Supplier. By signing below, you acknowledge that Best Case is not functioning as a consumer reporting agency, reseller of consumer reports, furnisher of information to a consumer reporting agency or end user of consumer information as those and like terms are defined under the FCRA (15 U.S.C. 1681 *et seq.*).

By signing below, you further acknowledge that the end user of the interface with the Supplier is a licensed attorney or law firm ordering credit information on behalf of a client who is in the process of filing a legitimate bankruptcy claim in a court in the United States of America. By signing below, you also acknowledge that in order to maintain your ability to use the features of the Best Case bankruptcy software to access the Supplier’s system, you will be required to purchase, and continue to pay promptly fees for, annual maintenance with respect to the Best Case bankruptcy software, and continue to abide by the terms of the license applicable to the Best Case bankruptcy software. Your failure to do so will result in termination of your ability to use such features of the Best Case bankruptcy software system. Further, you acknowledge that your access to a Supplier’s system through use of the Best Case bankruptcy software is dependent upon the continuation of agreements between Best Case and the relevant Supplier. Best Case shall not be required to provide you with continued access to a Supplier’s system, or a replacement service for a Supplier’s system, in the event of termination of such agreements with a Supplier. Additionally, Best Case, in its sole discretion, may elect to substitute an alternative credit reporting service in place of a Supplier, at any time, without affecting your obligations hereunder.

Signature of Licensed Attorney

Date

State Bar Number

Email address

Best Case Solutions Serial Number

Credit Reporting Provider