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**13. AUDIT RIGHT.** At Best Case’s expense, Licensee shall permit Best Case representatives to review, no more than one time in any 12-month period, such computer systems and records of Licensee as may be required for the sole purpose of verifying Licensee’s compliance with the license restrictions in this Agreement. Such audits shall take place at reasonable times, upon reasonable advance written notice, during normal business hours of Licensee and in such a manner so as not to interfere with Licensee’s normal business activities.

**14. CHOICE OF LAW; WAIVER OF JURY TRIAL.** This Agreement will be governed by, and construed and interpreted according to, the laws of the State of Illinois, without regard to its choice of law rules. Any and all legal proceedings (including counterclaims filed by Licensee as a result of a collection action by Best Case) regarding this License Agreement may only be brought in the state or federal courts located in Cook County, Illinois and Licensee expressly submits to the jurisdiction of such courts and consents to extraterritorial service of process. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

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**17. SEVERABILITY.** If any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the parties and the remainder of this Agreement shall continue in full force and effect.

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Version 2018.2. Last updated May 17, 2018.**

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**DEFINITIONS**

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**"Authorized User(s)"** means you and individuals or entities you authorize to access or use your CIN account. Authorized Users may include but are not limited to your employer, employees, consultants, contractors and attorneys, and third parties with whom you transact business.

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**"Effective Date"** means the date indicated in the first paragraph of this Agreement.

**"Privacy Policy"** means the privacy policy currently referenced at <https://www.cingroup.com/legal/>, as it may be updated by us from time to time.

**"Products"** mean Due Diligence Products and Consumer Credit Products. If you are eligible and approved, you can order Products via participating bankruptcy software programs as well as your CIN Account. All Products you order from CIN become part of Your Data.

**"Technical Provider"** means a third party service provider that i) acts on your or your firm's behalf; ii) manages any technical platform that allows access to credit report data; and iii) takes possession of FCRA or GLB protected data directly from CIN's online systems. Application Service Providers (ASP) and Software as a Service (SaaS) who have access to credit report data are examples of Technical Providers.

**"Term"** means the term of this Agreement described in Section 1.1.

**"Your Data"** means data, information, documents, spreadsheets, text files, audio files, video files, images, Products, or any other content that you or Authorized Users (a) input into your CIN Account, (b) order through your CIN Account, (c) upload to your CIN Account, and/or (d) transmit to CIN via any communication medium. Your Data includes but is not limited to all Products ordered via your CIN Account and all Client data you create in or cause to be input into or uploaded to your CIN Account.

**1. General Terms.**



**1.1 Term.** The Initial Term of this Agreement commences on the Effective Date and continues for twelve (12) months. This Agreement will automatically renew for consecutive 12-month terms unless and until it is terminated pursuant to Section 5.1. Both the initial term and any subsequent terms will be known as “the Term”. Availability and pricing of Products may change throughout the Term and from Term to Term.

**1.2 Prior Agreements.** This Agreement replaces any and all prior agreements entered into by the Parties pertaining to CIN Products. The Parties desire that the execution of this Agreement act as a writing terminating any such prior agreements, and hereby waive any rights to advance notice of intent to terminate said prior agreements.

**1.3 Modifications to Agreement.** (a) Access to Products via a CIN Account is offered to you only upon your acceptance, without modification, of the terms, conditions, provisions, and notices contained in this Agreement; the Terms and Conditions for Consumer Credit Products referenced in Section 2.6 herein; the Additional Requirements for Equifax Data set out in Appendix B hereto; and the Access Security Requirements referenced in Section 4.5 herein. (b) CIN reserves the right to modify the terms and conditions governing the use of CIN Accounts and Products at any time by posting updated terms and conditions at <https://www.cingroup.com/legal/> and notifying you in accordance with Section 11.1 (“Notice”). Modifications will become effective 30 days after CIN’s delivery of Notice. Notwithstanding, if a modification is the result of third-party contract changes or changes in laws or regulations, the modification may become effective as of the date CIN delivers Notice. By continuing to use your CIN Account after the effective date of any modifications, you agree to be bound by the same. It is your responsibility to check for Notices provided by CIN as set out in Section 11.1.

**1.4 Compliance with Applicable Laws.** Throughout the Term of this Agreement, you agree that you will comply with all applicable federal, state and local laws, regulations and judicial actions to which you are subject, including but not limited to the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (“FCRA”).

## 2. CIN’s Provision of Products and Services

**2.1 CIN Account.** Upon your acceptance of this Agreement, CIN will provide you with a **CIN Account in your name that will allow you to order and access Products (“CIN Account”).** CIN will create secure log-in credentials for your use and communicate the same to you. You agree to not disclose the same, either directly or indirectly, to any person, including Authorized Users. You agree that you are responsible for all activities that occur under your CIN Account, regardless of whether the activities are undertaken by you, Authorized Users, or others. In addition, you agree that CIN and our affiliates are not responsible for any unauthorized access to your CIN Account unless said access was directly and proximately caused by our breach of the Agreement. You agree to contact us immediately if your account information is lost or stolen, or if you believe an unauthorized third party may be using your CIN Account.

**2.2 Product Availability.** Subject to your compliance with the terms of this Agreement, CIN will (a) make the Products available to you via your CIN Account, (b) provide CIN’S standard customer support to you at no additional charge, and (c) use commercially reasonable efforts to make your CIN Account and Products available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which CIN shall give at least 8 hours electronic notice and which CIN shall schedule to the extent practicable during the weekend hours between 9:00 p.m. Friday and 6:00 a.m. Monday, Eastern Standard Time); (ii) unplanned downtime due to circumstances within CIN’s control; and (iii) any unavailability caused by circumstances beyond CIN’S reasonable control as set out in Section 11.3 (“Force Majeure”). You acknowledge that these routine system updates and other outages, planned and unplanned (“Interruptions”), will occur from time to time and will temporarily prevent you from accessing your CIN Account and/or Products. You agree to hold CIN harmless for all such Interruptions.

**2.3 Product Changes.** CIN may from time to time change, delete, or add to the features or functionality of Products or your CIN Account, with or without any advance notice to you; and may suspend your access to any part of them at any time in order to enforce information privacy and security policies and guidelines. While we do not guarantee advance notice, we will notify you pursuant to Section 11.1 (“Notice”) of any material change to or discontinuation of Products or your CIN Account.

**2.4 Product Costs and Billing.** CIN will invoice you monthly for any Products ordered via your CIN Account during the prior month. Products will be billed to you at the prevailing market price at the time of order. Market prices for Products can be found at [www.cinlegal.com/pricing/](http://www.cinlegal.com/pricing/). Pricing may change from time to time at CIN’s sole discretion. All CIN Account invoices are issued electronically via email and payment in full is due upon receipt. If CIN is unable to process your invoice payment for any reason, including but not limited to insufficient funds or expiration of a credit card, CIN will notify you pursuant to Section 11.1 (“Notice”) and request an alternative form of payment. You acknowledge that failure to provide CIN with alternative or updated payment information promptly when requested may cause your CIN Account to become delinquent; and that any time you become thirty (30) days past due on the payment of any CIN Account invoice, your ability to order Products from CIN will be suspended indefinitely until you pay in full the past due CIN invoice balance. In addition, you acknowledge that your obligation to pay CIN for all Products billed during the Term shall survive Termination by either party for any reason.

**2.5 Due Diligence Products (“DDP”).** If you choose to order Due Diligence Products for your Clients, you will obtain any required signatures and/or authorizations from Clients prior to ordering said Products from CIN and will promptly fax or email any required authorizations, forms and/or documentation to CIN. DDP ordered via your CIN Account are considered part of Your Data. [Clients to whom the DDP pertain can access fulfilled Products via their secure accounts as www.myhorizontoday.com.](#) You and Clients have one hundred and twenty (120) days after the ordering of a Credit Counseling Course Product or Debtor Education Course Product to access and use said Products. Upon the expiration of this time period, or the Termination of this Agreement, whichever occurs first, neither you nor Client shall be able to access or utilize said Products (“Expired DDP”). CIN will not reissue or give any refund for an Expired DDP. CIN archives DDP for one (1) year from the date on which the Due Diligence Product order is fulfilled. After this time period, the DDP is securely destroyed and cannot be accessed by you or CIN.

**2.6 Consumer Credit Products (“CCP”).** If you wish to order Consumer Credit Products for your Clients, you must satisfy and/ or demonstrate certain end user requirements mandated by the national credit bureaus. Successful compliance with the end user requirements does not guarantee access to CCP. If your CIN Account is or becomes enabled to order CCP during the Term of this Agreement, you acknowledge and agree that your access to said Consumer Credit Products shall be dependent upon your adherence to all of the Terms and Conditions for Consumer Credit Products, a version of which is set out in Appendix A to this Agreement. You acknowledge that the Terms and Conditions for Consumer Credit Products may change from time to time and that the version posted at <https://www.cingroup.com/legal/> shall be controlling. You agree to view this link prior to ordering CCP to ensure that you are in compliance with the most recent version of the Terms and Conditions for Consumer Credit Products.

**2.7 myHorizonToday.com Account.** You authorize CIN to take the following actions whenever you order a Product: (a) establish a free myHorizonToday.com account (“MHT Account”) for the Client(s) on the order which allows the Client(s) to access the Products you ordered on their behalf; (b) contact the Client(s) via email at the email address you provided in the order to provide the Client(s) with log in instructions for

the MHT Account; (c) contact the Client(s) via the email address you provided in the order to inform and remind Client(s) about Products you have ordered for them; and (d) offer post-filing bankruptcy-related products and services to Client(s) via the MHT Account, including but not limited to consumer credit monitoring, debtor education courses, and consumer credit reports.

### 3. Your Use of CIN Account and Products

**3.1 Restrictions on Use.** You may only use the Products and your CIN Account according to the provisions of this Agreement. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of Products and your CIN Account, and notify CIN promptly of any such unauthorized access or use. In addition, you agree that you will not (a) use your CIN Account or Your Data in any manner that could damage, disable, overburden, impair, or interfere with any other party's use and enjoyment of CIN's platform, products, and/or services; (b) make Products and your CIN Account available to, or use any Products or your CIN Account for the benefit of, anyone other than you or Authorized Users; (c) sell, resell, license, sublicense, distribute, rent or lease the Products or your CIN Account; (d) use your CIN Account to fraudulently obtain any Products; (e) use your CIN Account to store or transmit malicious code; (f) interfere with or disrupt the integrity or performance of CIN's systems or the Cingroup.com; (g) attempt to gain unauthorized access to Products, other CIN Accounts and/or content or related systems or networks; (h) permit direct or indirect access to or use of the Products or your CIN Account in a way that circumvents a contractual usage limit; (i) copy the Products or your CIN Account or any part, feature, function or user interface thereof; (j) copy content except as permitted herein; (k) frame or mirror any part of any Products or your CIN Account, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted herein; (l) access any part of the Products or your CIN Account in order to build a competitive product or service; or (m) reverse engineer any part of the Products or your CIN Account.

**3.2 Authorized User Management.** You agree to inform CIN of the identity of all Authorized Users for your CIN Account. CIN will create a unique user profile and login credentials for each of your Authorized Users. You agree to prohibit Authorized Users from sharing login credentials. In addition, you agree to be responsible for Authorized Users' use of your CIN Account, Your Data and the Products. If you become aware of any violation of your obligations under this Agreement by any Authorized User, you agree to immediately contact CIN. Whenever any Authorized User leaves your employment or no longer has a business need to access your CIN Account, you agree to promptly contact CIN to request a deactivation of the Authorized User's login credential.

**3.3 Duty to Update.** You agree that you must notify CIN in writing of any change in your business location or mailing address; any changes in the ownership or control of your business; and any changes in the Authorized Users authorized to use your CIN Account, no later than five (5) business days following said change and in accordance with Section 11.1 ("Notice"). Per the reseller policies of the national credit bureaus, CIN may require you to execute an updated Application or Agreement and/or may require a new onsite inspection if you move to a new location or open an additional office.

**3.4 Assumption of Risks.** You acknowledge the risk that Your Data, Client information and/or other data transmitted electronically between you and CIN and/or input into your CIN Account may be intercepted by unauthorized third parties and/or irretrievably lost. You agree to accept these risks and to hold harmless CIN for any loss, damage or injury resulting from the interception or loss of Your Data, Client data, and/or other information associated with your CIN Account.

### 4. Data Security and Privacy

**4.1 CIN Data Security.** CIN maintains reasonable, appropriate and industry-compliant physical, electronic, and procedural safeguards to guard the privacy of data stored within its network. While these measures are designed in part to help you secure Your Data against accidental or unlawful loss, access or disclosure, CIN's use thereof does not limit in any way the terms and obligations set out in Section 10 ("Limitations of Liability"), Section 3.4 ("Assumption of Risks"), and Section 4.4 ("Your Data Security").

**4.2 CIN Data Privacy.** CIN is committed to protecting the privacy of nonpublic personal information ("NPI"). CIN's Privacy Policy is posted at <https://www.cingroup.com/legal/>. The Privacy Policy is subject to change from time to time without notice and the terms of the most recent policy version posted online will be controlling. You consent to our collection, use and disclosure of information associated with your CIN Account and to our accessing, processing and modifying of Your Data in accordance with the Privacy Policy and Section 4.3 ("Integrity of Your Data").

**4.3 Integrity of Your Data.** CIN will not (a) modify Your Data or (b) access Your Data except to do the following in full compliance with Section 4.2 ("CIN Data Privacy"): (i) provide the Products and access to your CIN Account, (ii) provide customer support to you, (iii) prevent or address service or technical problems, (iv) comply with any request of a governmental or regulatory body (including subpoenas or court orders), or (v) conduct secure and anonymized internal research and development on CIN Accounts and Products. CIN is not responsible for the accuracy, completeness or integrity of Your Data.

**4.4 Your Data Security.** You agree that you are responsible for maintaining appropriate security, protection and backup of Your Data, which may include the use of encryption technology to protect Your Data from unauthorized loss, access or disclosure. You agree to implement and maintain a comprehensive information security program that contains administrative, technical and physical safeguards that are appropriate to the size and complexity of your or your entity's practice and the nature and scope of your activities.

**4.5 Access Security Requirements.** You agree to be bound by the Access Security Requirements ("ASR") posted at <https://www.cingroup.com/legal/> and incorporated herein in its entirety by reference. The ASR may be amended from time to time without notice and the terms of the most recent policy version posted online shall be controlling.

**4.6 Audit Rights.** CIN reserves the right to periodically conduct audits of your system utilization and adherence to the Access Security Requirements posted at <https://www.cingroup.com/legal/>, either remotely or onsite, to detect any unauthorized use of or exposed risk to your CIN Account or Products ordered via your CIN Account. Such audits shall take place at reasonable times, upon reasonable advance notice pursuant to Section 11.1 ("Notice"), during your normal business hours and in such a manner so as not to interfere with your normal business activities. During any system utilization audit authorized by this section, CIN will work with you to ensure that Client confidentiality is fully maintained. CIN reserves the right to terminate your access to your CIN Account either temporarily or permanently in response to finding any material violations of this Agreement during any audit, internal or external.

### 5. Termination

**5.1. Termination.** All notices referenced in this Section 5.1 must occur in accordance with Section 11.1 ("Notice"). **(a) Cancellation of Renewal.** Either Party, with or without cause, for any reason or no reason, may terminate this Agreement at the end of the then-current Term by giving the other Party notice of intent to cancel the automatic renewal of the Agreement at least thirty (30) days prior to the end of the relevant Term. **(b)**

**Termination for Cause.** Either Party may terminate this Agreement for cause upon giving a 30-day advance written notice to the other Party (i) if the other Party commits a material breach of this Agreement and such breach remains uncured at the expiration of the thirty days, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Notwithstanding, CIN may immediately terminate this Agreement with same-day notice to you should CIN in its sole discretion determine that the security of NPI or other confidential data is or has been impaired or compromised by any person or entity's use of your CIN Account and/or Your Data; or that you or Authorized User(s) have violated the provisions set out in any of the following: Sections 2.1, 2.6, 3.1, 3.2, 4.4, 4.5, 4.6 and 6.3; Appendix A Parts I – XVIII; and Appendix B Parts I – III. **(c) Elective Termination.** Beginning on the sixty-first (61<sup>st</sup>) day following the Effective Date, CIN may terminate this Agreement at any time and for any reason or no reason by giving you a 60-day advance written notice of intent to terminate.

**5.2. Surviving Provisions.** You agree that, upon termination, the obligations and agreements set forth in Sections 2.4, 2.5, 2.6, 2.7, 3.1, 3.4, 4.4, 5.2, 6.1, 6.2, 6.3, 7.1, 7.2, 8.1, 8.2, 9, 10, and 11.9; and in Appendices A and B shall remain in full force and effect.

## 6. Proprietary Rights and Confidentiality

**6.1 Your Rights.** As between you and us, you or your licensors own all right, title, and interest in and to Your Data. Except as provided in this Section 6.1, we obtain no rights under this Agreement from you or your licensors to Your Data, including any related intellectual property rights. You consent to our use of Your Data in adherence with Section 4.2 (“CIN Data Privacy”) and Section 4.3 (“Integrity of Your Data”).

**6.2 CIN's Rights.** As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Cingroup.com, infrastructure, and Products; and the service marks, trademarks, accompanying logos, slogans and domain names existing in conjunction with Credit Infonet®, Cingroup®, CINcompass®, CIN Legal Data Services®, CIN™, myHorizon®, Best Case Bankruptcy®, Bankruptcy Credit Report™, and Credit Assurance™. In addition, we claim and you agree to grant us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Products and CIN business models any suggestions, enhancement requests, improvements, recommendations or other feedback provided by you or Authorized Users, relating to the content and/or operation of the Products, including, without limitation, all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

**6.3 Confidential Information.** You shall not disclose CIN Confidential Information to any third party, including any vendor, subsidiary, Affiliate, or Client, unless compelled to do so by law; and you shall use your best efforts to protect CIN Confidential Information in accordance with the same degree of care with which you protect your own confidential information of like importance. In addition, you agree not to (a) permit any third party to access CIN Confidential Information except as permitted herein; (b) create derivative works based on CIN Confidential Information; (c) copy, frame or mirror any part or content of CIN Confidential Information, other than copying or framing on your own intranets or otherwise for your own internal business purposes; (d) modify, reuse, disassemble, decompile, reverse engineer or otherwise translate CIN Confidential Information or any portion thereof; (e) access CIN Confidential Information in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of CIN Confidential Information; or (f) remove any copyright, trademark, proprietary rights, ownership, disclaimer or warning notice included on or embedded in any part of the Products or any other materials provided by CIN to you.

## 7. Indemnification.

**7.1.** You agree to defend, indemnify and hold harmless CIN and its Affiliates, directors, officers, agents, employees, consultants from any claims, actions, proceedings, costs, liabilities, judgments, obligations, penalties, losses, costs, expenses or other damages (including reasonable attorneys' fees and expenses) sustained by CIN and its Affiliates or consultants by reason of any third party claims related to your or any Authorized User's use of Products or your CIN Account. CIN will promptly provide notice to you of any indemnifiable event or loss. You will undertake, at your own cost, the defense with counsel reasonably acceptable to CIN. CIN reserves the right to participate in the defense of the claim, suit or proceeding, at its expense, with counsel of its choosing.

**7.2** CIN agrees to defend, indemnify and hold harmless you and your Authorized Users, Affiliates, directors, officers, agents, employees and consultants against any claims, actions, proceedings, liabilities, judgments, obligations, penalties, losses, costs, expenses or other damages (including reasonable attorneys' fees and expenses) sustained by you and your Affiliates or consultants by reason of any third party claim that the Cingroup.com or any CIN content thereon or any Product infringes a U.S. patent, copyright or trade secret. You agree to promptly provide notice to CIN of any indemnifiable event or loss and will cooperate with CIN in defending the event or loss. CIN will undertake, at its own cost, the defense of the claim, suit or proceeding. You may participate in the defense of the claim, suit or proceeding, at your expense, with counsel of your choosing.

## 8. Representations and Warranties

**8.1** You represent and warrant to CIN as follows: (a) you will employ Products and your CIN Account solely for your own use in the ordinary course and conduct of your or your employer's business; (b) you have the authority to execute and deliver this Agreement, and to perform the obligations under this Agreement; (c) the execution, delivery and performance of this Agreement will not violate any other agreement to which you are a party; (d) you will not use any information from Products and your CIN Account for any purpose not expressly permitted in this; and (e) all information that you provide to CIN will be true and complete and may be relied on and used by CIN for the provision of Products and your CIN Account, and the performance of this Agreement.

**8.2** CIN represents and warrants to you as follows: (a) CIN is a corporation validly organized and in good standing under the laws of the State of Iowa and has the authority to execute and deliver this Agreement, and to perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by CIN will not violate any other agreement to which CIN is a party.

**9. Disclaimers.** PRODUCTS AND YOUR CIN ACCOUNT ARE PROVIDED “AS IS.” EXCEPT FOR THE SPECIFIC CONTENT OF SECTION 8.2, WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING PRODUCTS AND YOUR CIN ACCOUNT. WITHOUT LIMITING IN ANY WAY THE FOREGOING, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTY (A) THAT PRODUCTS AND YOUR CIN ACCOUNT WILL BE COMPATIBLE WITH YOUR COMPUTER OR OTHER HARDWARE OR SOFTWARE; (B) THAT PRODUCTS AND YOUR CIN ACCOUNT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS; OR (C) THAT ANY CONTENT, INCLUDING YOUR DATA, WILL BE SECURE, OR FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSIONS, OR OTHERWISE LOST, DAMAGED OR UNRETRIEVABLE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF



MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**10. Limitations of Liability.** WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SAID DAMAGES RESULT FROM CIN'S OWN NEGLIGENCE. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE PRODUCTS OR YOUR CIN ACCOUNT, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO YOUR CIN ACCOUNT, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE PRODUCTS, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF CIN'S INFRASTRUCTURE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO PRODUCTS OR YOUR CIN ACCOUNT; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR OTHER DATA RELATED TO YOUR CIN ACCOUNT. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE PRODUCT(S) THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

#### **11. Miscellaneous.**

**11.1 Notice. (a) To You.** We may provide any notice to you under this Agreement by doing any or all of the following: (i) posting a notice on the <https://www.cingroup.com/legal/> page; (ii) posting a notice in your CIN Account, which is viewable whenever you order a Product; (iii) sending a message to the email address then associated with your CIN Account; or (iv) mailing a notice to the business address then associated with your CIN Account via FedEx, UPS or registered or certified US Postal Service mail. Notices CIN posts on <https://www.cingroup.com> or posts to your CIN Account are considered to be delivered by us and received by you as of the date and time of our posting. Notices CIN sends by email are considered to be delivered by us and received by you when we send the email, regardless of whether you actually receive the email. Notices CIN provides by mail carrier are considered to be delivered by us and received by you on the date on which the carrier delivers the notice to your address, regardless of whether you actually receive the mail. It is your responsibility to inform us of any changes to your email address and mailing address. **(b) To Us.** To give CIN notice under this Agreement, you must contact CIN as follows: (i) by facsimile transmission to 866-307-1003; (ii) by email to [attorney@cingroup.com](mailto:attorney@cingroup.com); or (iii) by FedEx, UPS or registered or certified US Postal Service mail to Credit Infonet, Inc., 4540 Honeywell Court, Dayton, OH 45424. Notices you provide to CIN by facsimile transmission or by email are considered to be delivered by you and received by us one business day after they are sent. Notices you provide to CIN by mail carrier are considered to be delivered by you and received by us on the date on which the carrier delivers the notice to CIN. **(c) Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

**11.2 Publicity.** You will not issue any press release or make any other public communication with respect to this Agreement or your use of your CIN Account or Products. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

**11.3 Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including but not limited to acts of God; labor disputes or other industrial disturbances; systemic electrical, telecommunications, or other utility failures; earthquake, storms or other elements of nature; blockages, embargoes, riots, acts or orders of government; acts of terrorism or war; and/or Internet service provider failure or delay, or denial of service attack. You agree to hold CIN harmless for all such interruptions.

**11.4 Independent Contractors; Non-Exclusive Rights.** We and you are independent contractors, and neither party, nor any of the parties' respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

**11.5 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

**11.6 Assignment.** You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 11.6 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

**11.7 No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

**11.8 Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

**11.9 Governing Law; Venue.** The laws of the State of Ohio, without reference to conflict of law rules, govern the performance and construction of this Agreement. The federal or state courts resident in Montgomery County, Ohio shall have exclusive jurisdiction over any dispute that might arise between you and us relating to this Agreement. You consent to exclusive jurisdiction and venue in these courts and agree to forebear from filing a claim in any other jurisdiction or venue. Use of your CIN Account and Products is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including, without limitation, this Section 11.9.

**11.10 Entire Agreement; English Language.** This Agreement is the entire agreement between you and us regarding your CIN Account and the Products. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement.

## Appendix A. CIN's Terms and Conditions for Consumer Credit Products

**I. Scope; Duty to Review.** You agree to comply with all of the requirements and duties set out herein whenever you order or access Consumer Credit Products ("CCP") provided by CIN or its affiliated companies. You acknowledge that your failure or the failure of any Authorized User of your CIN Legal Data Services Account to comply with these Terms and Conditions for Consumer Credit Products may lead to the immediate termination of your Standard Agreement pursuant to Section 5.1, and the imposition of other legal or contractual penalties.

**II. Equifax Data.** In order to access CCP containing data from Equifax, you must undergo additional end user investigation requirements. If approved, you must comply with the Terms and Conditions for Consumer Credit Products as well as the Additional Equifax Requirements set out in Appendix B to the Agreement and incorporated herein in their entirety by reference.

**III. Updates; Online Version Controlling.** You acknowledge that the Terms and Conditions for Consumer Credit Products may change from time to time and that the version posted at <https://www.cingroup.com/legal/> shall be controlling. You agree to view this link prior to ordering CCP to ensure that you are in compliance with the most recent version of the Terms and Conditions for Consumer Credit Products.

**IV. Physical Office Location Required.** To order CCP, you must maintain a physical office location for your law practice. The type of real estate in which your office is located--commercial or residential--will determine which of CIN's CCP products you may be eligible to order. If your office is located in a commercial building or in a residential building that is used exclusively for commercial purposes, you may be eligible to order CCP containing data from multiple national credit bureaus provided that other requirements are met. If your office is located inside of your residence or in a residential building that is being used as living quarters, you may still be eligible to order CCP containing data from one of the national credit bureaus provided an onsite inspection of your office is conducted by a third-party vendor of CIN's choosing and other requirements are met.

**V. CCP Permissible Purpose Limitation and Usage Certifications:** *You agree, represent, warrant, and certify (a) that you will order and use CCPs only on behalf of Clients for the permissible purpose of preparing a consumer bankruptcy case for the Clients whose credit file(s) is/are accessed; (b) that you will use the CCP one-time only and you will not transfer or resell the CCP to any third party; (c) that under no circumstances will you use or allow said CCPs be used for any other purpose, including but not limited to use for credit repair activities; and (d) that you will not order a CCP for yourself, your employees, or any other person who is not a bankruptcy client. In accordance with these certifications, you desire that CIN obtain consumer credit files and credit report information from one or more of the three national credit repositories (Equifax, Experian, and TransUnion) at the written instructions of the Clients to whom the data relates in compliance with Section 604(a) (2) of the FCRA (15 USC §1681b (a) (2)); reformat the information as needed to present it in the bankruptcy-specific format of the Consumer Credit Products; and provide the CCPs to the Clients via their secure accounts at myhorizontoday.com and to you for your use in performing due diligence and verification of Clients' debts pursuant to the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005.*

**VI. Intermediary Role.** You agree to act as an intermediary and place Consumer Credit Product orders for Clients who wish to obtain a CCP from CIN for the purposes of investigating their bankruptcy options.

**VII. Authenticating Client's Identity.** Prior to requesting a CCP containing a Client's credit report information, you are required (a) to verify the Client's identity by checking a minimum of two forms of identification, one of which must be a photo ID, and (b) if your firm has NOT undergone an onsite inspection by CIN's third-party vendor, to have Client successfully complete the online authentication questions in the credit report ordering module. This authentication process must be completed for each Client on the order.

**VIII. Obtaining Client's Authorization for CCP.** Prior to fulfilling a request for a CCP containing a Client's credit report information, CIN must receive that Client's written authorization and instructions to access his/her personal credit profile as maintained by the national credit bureaus. You may send the Client's written authorization and instructions to CIN by one of the following two methods: (a) by faxing or emailing a completed and signed hard-copy consumer authorization and release form and a photo ID of each Client on the order; or (b) by having each Client on the order read and agree to the terms on the Client Authorization screen in the online credit report ordering module. If you use a hard-copy consumer authorization and release form, you shall retain the original form and the photo ID documentation in the Clients' file for five (5) years from the date of submission.

**IX. CCP Completion.** CIN will complete most Consumer Credit Product orders in less than one (1) minute once CIN receives and processes the Client's written instructions. The Credit Assurance Report™ product, however, is not completed until approximately sixty (60) to ninety (90) days after the discharge date of the Client's bankruptcy case. All CCP ordered via your CIN Account are considered to be part of Your Data.

**X. CCP Delivery and Disclosure.** CIN will deliver ordered Consumer Credit Products to the Client(s) to whom the reports pertain via [www.myhorizontoday.com](http://www.myhorizontoday.com), and to you online via CIN's web-based applications at [www.cinlegal.com](http://www.cinlegal.com) or [www.cincompass.com](http://www.cincompass.com). You agree that you will not disclose the CCP to any other party other than to the Client who is the subject of the credit report data.

**XI. CCP Importation Time Limit.** You will have a time period of thirty (30) days from the date on which a Bankruptcy Credit Report™ product is completed to import the credit data into a participating partner bankruptcy forms preparation software program. After the thirty-day time limit, you may continue to view the report itself but will be unable to import any of the data.

**XII. Archiving CCP.** CIN securely archives CCP for one (1) year. After this time period, the data is securely destroyed and cannot be accessed by you or CIN. You are responsible for safeguarding any CCP sent or delivered electronically to the Client at your place of business.

**XIII. CCP Pricing.** You agree that you will not at any time charge and collect from the Client a price for any Consumer Credit Product that is in excess of CIN's prevailing market price for said product. Any violation of this provision may result in the immediate termination of this Agreement.

**XIV. FCRA Obligations and Penalties.** You certify that you have read and understood and will comply with the “Notice to Users of Consumer Reports: Obligations of Users under the FCRA” published by the Consumer Financial Protection Bureau and available at <https://www.cingroup.com/legal/fcra/> and at [www.gpo.gov/fdsys/pkg/CFR-2012-title12-vol8/pdf/CFR-2012-title12-vol8-part1022-appN.pdf](http://www.gpo.gov/fdsys/pkg/CFR-2012-title12-vol8/pdf/CFR-2012-title12-vol8-part1022-appN.pdf). In addition, you hereby agree, represent, and warrant that, in assisting CIN in complying with the Client’s written instructions, you will in all respects comply with the provisions of the Fair Credit Reporting Act set out in 15 USC 1681 et seq. You acknowledge and understand that 15 U.S.C. 1681 et seq provides that any person who knowingly or willfully obtains information on a consumer from a consumer reporting agency under false pretense shall be fined under Title 18 U.S.C. or imprisoned for not more than two years or both.

**XV. States’ Fair Credit Reporting Notices and Notices of Consumers’ Rights.** Many states have fair credit reporting laws that protect consumers’ rights to accuracy, fairness and privacy in credit reporting. You certify that you have reviewed all applicable states’ notices of rights posted at <https://www.cingroup.com/legal/fcra/>. Specifically, you certify 1) that you have reviewed the California Fair Credit Reporting Certification available by clicking to <http://www.cingroup.com/california> and that you will comply with all applicable provisions of the California Credit Reporting Agencies Act; and 2) that you have viewed Section 2480e of the Vermont Fair Credit Reporting Statute available by clicking <http://www.cingroup.com/vermont> and that you will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act (“VFCRA”), only after you have received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules.

**XVI. myHorizon™ Credit Scoring Analysis.** Unless you are a Credit Repair Agency as described under the CROA, you are granted a limited, non-exclusive, non-transferable license to remotely access CIN’s myHorizon Credit Score™ Utility, powered by CreditXpert Inc. (“myHorizon Credit Score”), for the sole purpose of accessing consumer-specific reports. You agree to use the myHorizon Credit Score and any information derived from its utilization, only for internal business operations consistent with this Agreement and not for any credit repair activities as described under the Credit Repair Organization Act (CROA). You agree that you will not change, delete or omit information or output generated by the myHorizon Credit Score. You understand that CIN and CreditXpert retain all right, title and interest in the myHorizon Credit Score including all copyright and other intellectual property rights.

**XVII. Death Master File:** You acknowledge that many services containing Experian, TransUnion, and/or Equifax information also contain information from the Death Master File as issued by the Social Security Administration (“DMF”). You agree that you will use deceased flags or other indicia within the credit bureau information only for legitimate fraud prevention or business purposes in compliance with applicable laws, rules, regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a) (1); and certify that you will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia.

**XVIII. Ongoing Duty to Update Information.** You acknowledge that you must notify CIN of any changes in your physical office address that occur during the Term; and both cooperate with and pay for onsite inspections of those different/additional physical office locations as well. In addition, you acknowledge that you must notify CIN of any changes in Authorized Users for your CIN Account. All notifications pursuant to this section must be in accordance with Section 11.1 (“Notice”).

#### **Appendix B. Additional Requirements for Equifax® Data**

Before your CIN Account can be enabled to order consumer credit products containing data from Equifax (“Equifax Products”), you must satisfy and/or demonstrate compliance with the Terms and Conditions for Consumer Credit Products posted at <https://www.cingroup.com/legal/>, as well as the end user requirements mandated by Equifax that are set out in this Appendix B. Successful compliance with the end user requirements does not guarantee access to the Equifax Products. If you are approved to order Equifax Products, you are obligated to abide by all of the terms and conditions set out herein and to ensure your Authorized Users’ compliance herewith as well. Failure to comply may lead to immediate termination of the Agreement pursuant to Section 5.1. Equifax may change its requirements at any time, and will notify CIN of any such changes. CIN will notify you of changes in Equifax’s requirements as soon as practicable after being informed of the same.

##### **I. Equifax Requirements**

**A.** You agree that you will order Equifax Products only for your exclusive one-time use and that you will hold the Equifax Products in strict confidence except to the extent that disclosure to others is required or permitted by law. You shall not request Equifax Products on yourself or your employees, and you shall forbid your employees to obtain reports on themselves, associates or any other persons. You will not disclose information from the Equifax Products to the subject(s) of the report except as permitted or required by law, but will refer the subject(s) to Equifax.

**B.** You will hold Equifax and all its agents harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of information from the Equifax Products by you, your employees or agents contrary to the conditions of Section A. or applicable law.

**C.** You recognize that Equifax information contained in the Equifax Products is secured by and through fallible human sources and that, for the fee charged, CIN and Equifax cannot be an insurer of the accuracy of the Equifax Products; and that the accuracy of any Equifax Products that you receive is not guaranteed by Equifax or CIN. You release Equifax, CIN, and their affiliate companies, affiliated credit bureaus, agents, employees, and independent contractors from liability, even if caused by negligence, in connection with the Equifax Products and from any loss or expense suffered by you resulting directly or indirectly from information contained in the Equifax Products.

**D.** Written notice by either you or Equifax to the other will terminate your access to Equifax Products effective ten (10) days after the date of that notice, but the obligations and agreements set forth in Section I. A., I. B., and I. C. will remain in force. Please note that your access to Equifax Products and/or all Consumer Credit Products may be terminated by CIN per Section 5.1 of the Agreement.

**E.** You acknowledge that an Onsite Inspection is a prerequisite to your obtaining access to the Equifax Products and that an Onsite Inspection performed by an Authorized Equifax Inspector may cost up to Fifty Dollars (\$50.00) (“Inspection Fee”). However, if CIN has already completed an onsite inspection of your current physical office location on or after January 1, 2014, no additional inspection will be required.

**F.** You acknowledge that when you order one of the Equifax Products, CIN will only order or access the Equifax Information Service



known as ACROFILE pursuant to this Appendix B. CIN is prohibited from ordering or accessing other Equifax Information Services in the creation of the Equifax Products.

## II. Your Certifications

**A.** You certify that you will order one of the Equifax Products, which are consumer reports as defined by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. ("FCRA"), only when you intend to use that consumer report information: a) in accordance with the FCRA and all state law counterparts; and b) for the following permissible purpose: to fulfill your obligations under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 regarding review of a consumer that has engaged you for bankruptcy filing purposes, in accordance with the written instructions of the consumer to whom the consumer report relates. You will use each consumer report ordered under this Addendum for the foregoing purpose and for no other purpose (including, without limitation, any of the other permissible purposes permitted under the FCRA).

**B.** With each request for a consumer report, you will a) obtain a signed and dated hard-copy Consumer Authorization and Release Form (provided by CIN) and copy of a photo ID from the consumer as well as an electronic certification of consumer consent for use solely for bankruptcy filing purposes and no other purpose; b) provide CIN with a copy of each written hard-copy authorization form and photo ID copy by fax or email; and c) maintain copies of such written hard-copy consumer authorizations and photo IDs for five (5) years after the date of the request for consumer report information. In addition to any other audit rights set forth in this Appendix, Equifax may review such consumer authorizations upon request and contact consumers to confirm their consent.

**C.** You certify that you have read the "Notice to Users of Consumer Reports, Obligations of Users under the FCRA" published at 12 C.F.R. Appendix N to Part 1022 and will comply with the same; and that you will comply with applicable provisions of the FCRA, Federal Equal Credit Opportunity Act, Gramm-Leach-Bliley Act as well as any amendments to them, all state law counterparts of them, and all applicable regulations promulgated under any of them including, without limitation, any provisions requiring adverse action notification to the consumer.

**D.** You recognize and understand that the FCRA provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Equifax) under false pretenses shall be fined under Title 18, United States Code, imprisoned for not more than two (2) years, or both." Equifax may periodically audit you regarding your compliance with the FCRA and other certifications in this Appendix. Audits will be conducted by mail whenever possible and will require you to provide documentation as to permissible use of particular consumer reports. You give your consent to CIN and Equifax to conduct such audits and agree that any failure to cooperate fully and promptly in the conduct of any audit, or your material breach of this Appendix, constitute grounds for immediate suspension of service or termination of this Appendix. If Equifax requires CIN to terminate this Appendix due to the conditions in the preceding sentence, you a) unconditionally release and agree to hold harmless and indemnify both CIN and Equifax from and against any and all liabilities of whatever kind or nature that may arise from or relate to such termination, and b) covenant that you will not assert any claim or cause of action of any kind or nature against CIN or Equifax in connection with such termination.

**E. California Law Certification.** You will refer to <http://www.cingroup.com/california> to make the certifications set within, and you agree to comply with all applicable provisions of the California Credit Reporting Agencies Act.

**F. Vermont Certification.** You certify that you will comply with applicable provisions under Vermont law. In particular, you certify that you will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act ("VFCRA"), only after you have received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. You further certify that the attached copy of Section 2480e of the Vermont Fair Credit Reporting Statute was reviewed at <http://www.cingroup.com/vermont>.

## III. Access to Equifax Data

**A.** This Part III applies to any means through which you order or access the Equifax Products including, without limitation, system-to-system, direct access terminal, personal computer or the Internet. For the purposes of this Part III, the term "Authorized User" means an employee that you have authorized to order or access the Equifax Products and who is trained on your obligations under this Appendix with respect to the ordering and use of the Equifax Products, and the information provided through same, including your FCRA and other obligations with respect to the access and use of consumer reports.

**B.** You will: **i)** ensure that only Authorized Users can order or have access to the Equifax Products and the information provided through same; **ii)** ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party; **iii)** ensure that all devices used by you to order or access the Equifax Products are placed in a secure location and accessible only by Authorized Users and that these devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures; and **iv)** take all necessary measures to prevent unauthorized ordering or access to the Equifax Products by any persons other than Authorized Users for permissible purposes. Those measures will include, without limitation, limiting the knowledge of your security codes, telephone access number(s) CIN provides, and any passwords you may use, to Authorized Users and other employees with a need to know; changing your user passwords at least every ninety (90) days, or sooner if it is obtained by any third party or an Authorized User is no longer responsible for accessing the Equifax Products, or if you suspect an unauthorized person has learned the password; and using all security features in the software and hardware you use to order or access the Equifax Products.

**C.** You will monitor compliance with the obligations of Part III and will immediately notify CIN if you suspect or know of any unauthorized access or attempt to access the Equifax Products. Such monitoring will include, without limitation, a review of each CIN invoice for the purpose of detecting any unauthorized activity. You will not ship hardware or software between your locations or to third parties without deleting all CIN access number(s), security codes, telephone access number(s) and your user passwords. If you use a third party vendor to establish access to the Equifax Products, you are responsible for the third party vendor's use of your member numbers, security access codes, or passwords. You will ensure that the third party vendor safeguards your security access code(s) and passwords through the use of security requirements that are no less stringent than those applicable to you under this Part III. You will inform Authorized Users and other employees with a need to know that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. If CIN reasonably believes that you have violated this Part III, CIN may, in addition to any other remedy authorized by this Appendix, with reasonable advance written notice to you and at CIN's sole expense, conduct, or have a third party conduct on its behalf, an audit of your network security systems, facilities, practices and procedures to the extent CIN reasonably deems necessary in order to evaluate your compliance with the data security requirements of this Part III.