

MYCASEINFO® TERMS AND CONDITIONS OF USE FOR ATTORNEYS

The MYCASEINFO TERMS AND CONDITIONS OF USE FOR ATTORNEYS (“the TERMS”) govern your use of and access to MyCaseInfo®, a service of Best Case, LLC (“the Company”) and its parent company, Bankruptcy Management Solutions, Inc. d/b/a Stretto (“STRETTO”). These TERMS dictate how you may access and use the MyCaseInfo® service. You agree to be legally bound by these TERMS.

The Company’s web sites, products and services are intended for the exclusive use of citizens of the United States of America who are 18 or older and other individuals who meet all of the requirements set out in 11 U.S.C. § 109 for being a debtor in a Chapter 7, 11, 12, or 13 bankruptcy. Neither the Site nor Best Case’s products and 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.

1. DEFINITIONS. For purposes of these TERMS, the following terms have the meanings provided below:

“Site” means <https://www.mycaseinfo.com>.

“Debtor” means a consumer who, at the invitation of his/her attorney, visits the Site and enters information on his/her debts and creditors.

“Content” means the Debtor’s financial information as collected through the Site and temporarily stored by the Company.

“User” means you, an attorney or employee of an attorney who has an active and current Software license.

“Online Interview” means the formatted version of the Content that the Company makes available to the User.

“Software” means the Best Case Bankruptcy® software.

“MyCaseInfo” means the internet-based service that makes Debtor-provided Content available for download by User who is Debtor’s bankruptcy attorney. User may then import Content into his/her Software.

“Service” means the MyCaseInfo service.

2. RIGHT TO USE. Provided that User’s Software license is current and active, Company grants to User the nonexclusive right to use the Service and Content in accordance with these TERMS and any user documentation provided online. User agrees to use the Service and Content solely for the investigation and preparation of a consumer bankruptcy case for the Debtor who provided the Content. User agrees to refrain from reselling or sharing the Service or Content or offering the use of MyCaseInfo as part of a service bureau, time-sharing, or other similar arrangement. User is under no obligation to use the Service and can stop using the Service at any time.

3. USER ID AND PASSWORD PROTECTION. Company will assign User a unique User ID and password to access the Service via the Site. User agrees to protect his/her User ID and activating password from unauthorized use and to refrain from transferring or sharing the same.

4. USAGE FEES AND BILLING. User must have a valid credit card on file with Company. User agrees to pay Company a designated fee for each Online Interview downloaded using his/her User ID. Downloads will be aggregated, and User’s credit card will be charged once a month.

5. PRIVACY. [STRETTO’s Privacy Policy](#) explains how Company treats Users’ personal data when Users use the Software, the Service and/or other products and services offered by Company or STRETTO. By using the Software and the Service, you agree that Company and STRETTO can use your data in accordance with the STRETTO Privacy Policy.

6. RESERVATION OF RIGHTS; MODIFICATION. Company reserves all rights not expressly granted to the User including, but not limited to the right to alter, modify, update, enhance or improve the Service. Company may add or remove functionalities or limits to the Service at any time, may suspend or stop offering the Service altogether and/or may cease making the Service available to User.

7. COPYRIGHT. MyCaseInfo is the valuable, confidential, copyrighted and trade secret property of Company. As between Company and User, Company owns all rights, title and interest in MyCaseInfo, including without limitation all ancillary and interface software; all current and future enhancements, modifications, revisions, new releases and updates thereof; and any

derivative works based thereon as well as all documentation thereto and all copyrights, trade secrets and patents therein. Except as expressly provided hereby, copying of any portion of the Service is strictly prohibited.

8. USER RESPONSIBILITY. THE USER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF MYCASEINFO TO ACHIEVE USER'S INTENDED RESULTS. USER ASSUMES ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF MYCASEINFO, INCLUDING THOSE TO ANY THIRD PARTY, FOR THE CONTENT, ACCURACY AND REVIEW OF SUCH RESULTS. COMPANY IS NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL SERVICES. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, USER SHOULD SEEK THE SERVICES OF A COMPETENT PROFESSIONAL. USER IS RESPONSIBLE FOR PROMPTLY PROVIDING COMPANY WITH ACCURATE CREDIT CARD AND BILLING CONTACT INFORMATION ANY TIME SAID INFORMATION CHANGES.

9. DISCLAIMER OF WARRANTY. BOTH THE SERVICE AND THE CONTENT ARE PROVIDED "AS IS" AND COMPANY MAKES NO WARRANTY AS TO EITHER'S USE, ACCURACY, AVAILABILITY, TIMELINESS OR COMPLETENESS. COMPANY DOES NOT AND CANNOT WARRANT USER'S RESULTS OR THAT EITHER THE SERVICE OR THE CONTENT WILL BE DELIVERED TO USER IN AN UNINTERRUPTED OR ERROR FREE MANNER. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY AS TO PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

10. LIMITATION OF COMPANY'S LIABILITY. In no event will Company be liable to User whether in contract, tort or otherwise, for any loss, liability, cost, damage or other injury of any kind whatsoever, including any consequential, incidental or special damages, including any lost profits or lost savings, even if Company has been advised of the possibility of such damages. In addition, Company shall not be liable for claims by any third party except when such claim is based upon infringement of its intellectual property rights. IN ALL OTHER RESPECTS, COMPANY'S ENTIRE LIABILITY AND USER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL OTHER CAUSES, AND REGARDLESS OF THE FORM OF ACTION, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE FEES PAID FOR THE SERVICE OR ACTIVITY THAT IS PRINCIPALLY ALLEGED TO GIVE RISE TO SUCH LIABILITY.

11. FORCE MAJEURE. Company's provision of the Service is subject to interruption and delay due to causes beyond Company's reasonable control including acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, telecommunications failure, industrial or labor dispute, inability to obtain supplies and the like, or the breakdown of equipment.

12. GENERAL. These TERMS are governed by the laws of the State of Ohio, excluding the application of its conflicts of law rules. The User and the Company hereby consent to the exclusive jurisdiction of the Federal and State Courts located in Montgomery County, State of Ohio and irrevocably agree that all actions or proceedings relating to these TERMS shall be litigated in such courts. If any part of these TERMS are found void and unenforceable, such finding will not affect the validity of the balance of the TERMS, which shall remain valid and enforceable.