



Terms and Conditions for Consumer Credit Products
Version 2018.1. Last Updated May 17, 2018.

I. Definitions

“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.

“CIN” and “CINgroup” both mean Credit Infonet, Inc. dba CINgroup and CIN Legal Data Services.

“CIN Account” means the secure account configured by CIN to enable you to order Consumer Credit Products. You cannot order Consumer Credit Products without having an active CIN Account.

“Client(s)” means any member of the general public who retains or otherwise contracts with you or your employer or law firm for legal representation.

“Consumer Credit Products” or “CCP” mean CIN’s products that contain information on consumers from one or more consumer reporting agencies. CCP includes but is not limited to the Bankruptcy Credit Report™ in all of its forms; the Credit Assurance™ Report and Credit Monitoring Subscription product; and the myHorizon™ Credit Scoring Analysis module. Access to CCP is restricted unless and until you have satisfied all credit bureau end user requirements.

II. Scope. These Terms and Conditions for Consumer Credit Products apply to licensed attorneys (hereinafter, “you”) who either have personally executed a Standard Agreement for Service with CINgroup, or work for a business entity that has executed a Standard Agreement for Service with CINgroup. The Standard Agreement for Service can be executed as a stand-alone contract or as part of a Best Case End User License Agreement or a CINcompass End User Subscription Agreement.

III. Duty to Comply. 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 CINgroup Standard Agreement for Service pursuant to Section 5.1 thereof, and the imposition of other legal or contractual penalties.

IV. 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 Additional Equifax Requirements set out in Section XXI herein.

V. 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.

VI. 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.

VII. 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.*

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. CCP Delivery and Disclosure. CIN will deliver ordered Consumer Credit Products to the Client(s) to whom the reports pertain via www.myhorizontoday.com, and to you online via CIN's web-based applications at www.cinlegal.com or 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.

XIII. 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.

XIV. 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.

XV. 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 your CINgroup Standard Agreement for Service.

XVI. 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. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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").

XXI. 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 Section XXI. 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 CINgroup Standard Agreement for Service pursuant to Section



5.1 thereof. 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.

A. Equifax Requirements

1. 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.

2. 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.

3. 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.

4. 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 Sections A.1., A.2., and A.3. 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 CINgroup Standard Agreement for Service.

5. 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.

6. You acknowledge that when you order one of the Equifax Products, CIN will only order or access the Equifax Information Service known as ACROFILE. CIN is prohibited from ordering or accessing other Equifax Information Services in the creation of the Equifax Products.

B. Your Certifications

1. 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).

2. 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 Section XXI, Equifax may review such consumer authorizations upon request and contact consumers to confirm their consent.

3. 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.

4. 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 Section XXI. 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 Section XXI, constitute grounds for immediate suspension of service or termination of this Section XXI. If Equifax requires CIN to terminate this Section XXI 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.

5. 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.

6. 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>.

C. Access to Equifax Data

1. This Part C 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 C, 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 Section XXI 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.

2. You will: **a)** ensure that only Authorized Users can order or have access to the Equifax Products and the information provided through same; **b)** ensure that Authorized Users do not order credit reports for personal reasons or provide them to any third party; **c)** 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 **d)** 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.

3. You will monitor compliance with the obligations of Part C 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 C. 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 C, CIN may, in addition to any other remedy authorized by this Section XXI, 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 C.