

## myHorizon® Terms and Conditions of Use

This Web site ("Site"), is brought to you by Credit Infonet Inc., dba CIN Legal Data Services ("CIN", "We", and/or "Us"). These Terms and Conditions of Use dictate the terms upon which you ("you" and "your") may access and use the Site. You agree to be legally bound by these terms.

This Site and CIN's 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 CIN'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.

## Definitions

"myHorizon", "myHorizonToday.com", "MHT" and "the Site" shall mean [www.myhorizontoday.com](http://www.myhorizontoday.com) and all of the content resident thereon.

"Your Attorney" shall mean a consumer bankruptcy attorney and CIN Legal Data Services customer whom you have consulted for legal advice.

"Products" shall mean CIN products and services Your Attorney has ordered for you.

"Your Data" shall mean any information and data you provide to CIN or Your Attorney via the Site.

## General Terms

CIN maintains the Site to provide you with secure access to products and services Your Attorney has ordered for you ("Products"). You can visit the Site without establishing an account with CIN. However, in order to retrieve or access Products, You will be required to activate a secure account with CIN on the Site.

The Site is not an attorney or law firm, and does not provide legal advice.

The Site is not intended for the use of children and CIN does not intend to collect information about children through the Sites. CIN defines children as individuals under the age of 18.

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From time to time, CIN may revise these terms and conditions. Revisions will be effective when posted or as otherwise stated. Additional terms and conditions and policies may apply to specific Products or other products and services offered by CIN.

## Communications and Notices

You agree that CIN may deliver any required or optional notices to You electronically by posting the notice clearly, conspicuously and continually on the Site. In addition, CIN may send notices to You via email to the most recent e-mail address You have provided to Us; or, if You have not provided an e-mail address, to any e-mail or postal address that We believe to be Your address.

You should use the following information to contact CIN regarding the Site, Content, or Products:

Mail: CINgroup, ATTN: myHorizon, 4540 Honeywell Court, Dayton, OH 45424

Phone: 1.866.218.1003

Email: [consumer@cingroup.com](mailto:consumer@cingroup.com)

## Credit Assurance™ Product Disclosures

CIN's Credit Assurance™ Product ("CAP") is designed exclusively for consumers who have filed a Chapter 7 or Chapter 13 bankruptcy case and includes credit monitoring and a post-bankruptcy credit report. Credit Assurance Monitoring will begin on the day that You approve the Product via the Site and will continue for twelve (12) calendar months thereafter. The Credit Assurance Report will be generated and delivered to You approximately forty-five (45) days after discharge if You filed a Chapter 7 bankruptcy case, or forty-five (45) days after plan confirmation if You filed a Chapter 13 bankruptcy case. The Credit Assurance Report will not be generated if any of the following occur: Your Chapter 7 case is dismissed prior to discharge or closed without discharge; or Your Chapter 13 case is dismissed, converted, or closed prior to plan confirmation.

## Modification and Termination

CIN may, at its discretion, modify, change, or discontinue the Site, any Content on the Site, any of the Products offered through the Site, and/or access to the Site or any portion thereof, with or without notice. Likewise, CIN may suspend Your access to any part of, or the entire Site, and any Products ordered through the Site, at any time, with or without cause, with or without notice, and effective immediately, for any reason whatsoever. You agree that CIN will not be liable to You or any third party for any modification or discontinuance of Site, Content, and/or Products, or Your access to the same.

The Terms are effective until terminated by CIN. In the event of termination, the provisions contained in the sections of these Terms entitled General Terms, No Warranty by CIN, and Limitations on Liability will survive.

## NO WARRANTY BY CIN

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE, PRODUCTS, AND CONTENT IS AT YOUR SOLE RISK. ALL PRODUCTS AND CONTENT OFFERED ON OR THROUGH THE SITE ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. CIN AND ITS SUPPLIERS AND VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES, GUARANTEES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. THE INFORMATION CONTAINED IN THE SITE, PRODUCTS, AND CONTENT AND OTHER MATERIALS YOU MAY RECEIVE FROM CIN DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. CIN MAKES NO WARRANTY THAT (I) THE SITE, PRODUCTS AND CONTENT ARE ACCURATE, TIMELY, UNINTERRUPTED OR ERROR-FREE; AND (II) ANY RESULTS, RELIABLE OR OTHERWISE, MAY BE OBTAINED FROM THE USE OF THE SITE, PRODUCTS OR CONTENT.

## LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT CIN AND ITS SUPPLIERS AND VENDORS WILL NOT BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY DIRECT, INDIRECT, INCIDENTAL,

SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCESS TO, USE, OR INABILITY TO USE THE SITE, PRODUCTS, AND CONTENT AND MEMBERSHIP BENEFITS, OR FROM YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE UPON ANY LINKED WEB SITE (IF APPLICABLE), EVEN IF CIN HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON CIN, THEN YOU AGREE THAT CIN'S TOTAL LIABILITY TO YOU (AND ANY OF YOUR MINOR CHILDREN) FOR ANY OR ALL OF YOUR LOSSES OR INJURIES (OR THOSE OF YOUR MINOR CHILDREN) FROM CIN'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO CIN FOR THE PRODUCT(S) YOU PURCHASE FROM CIN.

### **Privacy Policy**

You acknowledge receipt of [CINgroup's Corporate Privacy Policy](#) and our [Privacy and Opt-Out Notice](#), and certify that you have read them, understand them, and agree to be legally bound by their terms. By accessing your secure account via the Site, you agree that CIN may use and share your personal information and Your Data in accordance with the terms of CINgroup's Privacy Policy and to the extent necessary to process data and information that you submit or request using the Site. You also agree to receive Annual Privacy Notices electronically through this Site.

### **Summary of Your Rights under the Fair Credit Reporting Act and State Laws**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). To access a summary of your major rights under the FCRA, click [here](#). For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

Many states also have fair credit reporting laws that protect your rights to accuracy, fairness and privacy in credit reporting. Please review all applicable states' notices of rights posted [here](#).

### **Notice to Users of Consumer Reports**

The federal Fair Credit Reporting Act (FCRA) requires CIN to inform users of consumer reports about their legal obligations. If you are an end user of a consumer reports, you certify that you have received and read the Notice to Users of Consumer Reports: Obligations of Users under the FCRA. Click [here](#) to read the Notice.

### **Notice of Prosecution**

Access to and use of password protected and/or secure areas of the Site are restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution. Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution.

### **Links to Other Web Sites**

For purposes of convenience, the Site contains links to third party Web sites. CIN makes no representations or warranties about any third party Web site that You may access through the links. By providing a link to

those Web sites, CIN does not endorse, adopt, or otherwise accept any responsibility for the content or use of those Web sites.

### **Web Traffic Analysis**

CIN uses technology to analyze visitor traffic to the Site and affiliated Web pages. For information about use of cookies, Web logs or other technologies used in connection with a specific CIN product or service offered online, please contact CIN at 1-866-218-1003 or via [consumer@cinlegal.com](mailto:consumer@cinlegal.com).

### **Applicable Law**

The laws applicable to the interpretation of these Terms shall be the laws of the State of Ohio, USA, and applicable federal law, without regard to any conflict of law provisions. CIN can provide credit reports only for individuals who have established credit in the United States. CIN does not knowingly provide accounts to or Site access to entities or individuals residing outside of the United States. You agree that any and all disputes arising under these Terms or out of CIN's provision of products and services to You, pursuant to these Terms or otherwise, if submitted to a court of law shall be submitted to the state and federal courts with jurisdiction in Montgomery County, Ohio, USA.

### **Miscellaneous**

In the event of a conflict between these Terms and any other notice, policy, disclaimer or other term contained in the Site or in the Products provided to You through the Site, these Terms will control. If any portion of these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain valid, enforceable, and carried into effect, to the fullest extent permissible.

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