

## PRO SE DOCUMENT PORTAL WEBSITE TERMS AND CONDITIONS OF USE

The PRO SE DOCUMENT PORTAL™ (the “PORTAL”) is a document transmission service available at [www.documentportal-prose.stretto.com](http://www.documentportal-prose.stretto.com) and brought to you by Stretto, Inc. (“STRETTO”). These Terms and Conditions of Use (“TERMS”) govern your use of and access to the PORTAL. By using the PORTAL, you agree to comply with and be legally bound by these TERMS and [STRETTO’s Privacy Policy](#). THE PORTAL IS RESERVED FOR THE USE OF PRO SE DEBTORS (DEBTORS WHO ARE NOT REPRESENTED BY AN ATTORNEY) WHO (I) HAVE COMMENCED A CHAPTER 7 BANKRUPTCY CASE AND (II) HAVE BEEN REFERRED TO THE PORTAL BY THE CHAPTER 7 PANEL TRUSTEE ASSIGNED TO THEIR BANKRUPTCY CASE. IF YOU DO NOT MEET THESE QUALIFICATIONS, YOU ARE PROHIBITED FROM USING THE PORTAL.

**1. DEFINITIONS.** For purposes of these TERMS, the following meanings apply:

“ACCOUNT” means the secure account created and configured by STRETTO for each USER who accesses the PORTAL.

“HEARING” means the United States Trustee’s meeting of creditors held in every Chapter 7 bankruptcy case pursuant to Section 341(a) of the U. S. Bankruptcy Code.

“PORTAL” means the online document transmission service provided by STRETTO which allows a pro se debtor to upload and deliver documents in a secure paperless format to the STRETTO TRUSTEE who is assigned to the debtor’s case.

“SHARED DOCS” mean all documentation USER both uploads to the PORTAL and submits for delivery to the STRETTO TRUSTEE.

“STRETTO TRUSTEE” means a Chapter 7 panel trustee who uses STRETTO’s case management software and document portal.

“TERMS” means these Terms and Conditions of Use which govern USER’s interactions with the PORTAL.

“USER” means a pro se debtor who has commenced a Chapter 7 bankruptcy case in the United States Bankruptcy Court and has registered to use the PORTAL.

“USER DATA” means all data USER submits to STRETTO when registering to use the PORTAL and when submitting documentation through the PORTAL using the ACCOUNT.

**2. DESCRIPTION OF PORTAL.** After USER has commenced a Chapter 7 bankruptcy case, USER may use the PORTAL to send requested bankruptcy documentation directly to the STRETTO TRUSTEE who is assigned to USER’s case. USER may send an unlimited number of documents through the PORTAL, provided that each document uploaded is in either a PDF or PNG format and 20MB or less in size. USER must select the appropriate Document Type category under which to upload each document. The PORTAL will display the name and type (i.e., Pay Stubs, Tax Transcripts) of all documents USER uploads. USER may view and edit uploaded documents until USER submits the documents to the STRETTO TRUSTEE. When USER submits the uploaded documents, the PORTAL delivers the documents to the STRETTO TRUSTEE through a secure transmission and displays for USER the date and time of the document submission. USER will not be able to access, edit, delete, recall, or download the submitted documents. The STRETTO TRUSTEE will be able to access the SHARED DOCS from his/her STRETTO software program from the date of submission until the thirtieth (30<sup>th</sup>) day following the latest date set for the HEARING in USER’s case or the discharge of USER’s case, whichever occurs first. STRETTO does not charge USER to use the PORTAL.

**3. RIGHT TO USE AND RESTRICTIONS.** STRETTO grants to USER the nonexclusive, time-limited right to use the PORTAL service in accordance with these TERMS and any user documentation provided online. USER agrees to use PORTAL solely for the submission of documentation related to his/her bankruptcy case and assumes all responsibility for selecting the documents to upload and submit. USER agrees to refrain from uploading or submitting any documentation or content that violates the law, infringes anyone's intellectual property rights, violates anyone's privacy, or solicits or facilitates illegal or prohibited transactions. USER is under no obligation to use the PORTAL and can stop using the PORTAL at any time. USER’s right to use the PORTAL begins upon USER’s successful registration and terminates on the thirtieth (30<sup>th</sup>) day following the latest date set for the HEARING in USER’s case or the discharge of USER’s case, whichever occurs first.

**4. PORTAL ACCOUNT.** Following USER’s registration to use the PORTAL, STRETTO creates and configures a secure account for USER (the “ACCOUNT”) and requires USER to establish a unique username and password to access the ACCOUNT. USER agrees to keep USER’s log-in credentials confidential and to not disclose the same, either directly or indirectly, to any person. STRETTO requires USER to complete a multi-factor authentication process for each log in to the ACCOUNT. USER agrees to notify STRETTO promptly of any suspected unauthorized access to or use of the ACCOUNT.

**5. EMAIL ADDRESS; COMMUNICATIONS CONSENT.** USER is required to provide a valid email address to STRETTO before using the PORTAL for the first time. USER consents to receiving emails from STRETTO and his/her STRETTO TRUSTEE regarding use of the ACCOUNT, the PORTAL and the SHARED DOCUMENTS. STRETTO's emails to USER may be sent from [no-reply@documentportal.stretto-services.com](mailto:no-reply@documentportal.stretto-services.com) (the "STRETTO ADDRESS"). USER agrees to add the STRETTO ADDRESS to the approved senders list in USER's email application.

**6. PRIVACY AND DATA USE.** STRETTO collects USER DATA when USER registers to use the PORTAL and submits documentation through the PORTAL using the ACCOUNT. STRETTO securely stores the collected USER DATA following industry-accepted practices and uses the collected USER DATA as described in [STRETTO's Privacy Policy](#).

**7. INTELLECTUAL PROPERTY.** The PORTAL is the valuable, confidential, copyrighted and trade secret intellectual property of STRETTO. STRETTO owns all rights, title, and interest in the PORTAL, 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, or attempting to reverse engineer any portion of the PORTAL is strictly prohibited. The STRETTO logo and name are trademarks owned by STRETTO and may not be used without express written permission from STRETTO.

**8. NO LEGAL ADVICE.** STRETTO does not give legal advice. If USER requires legal assistance, USER agrees to seek the services of a competent legal professional.

**9. DISCLAIMER OF WARRANTY.** THE PORTAL IS PROVIDED "AS IS", AND STRETTO MAKES NO WARRANTY AS TO ITS USE, ACCURACY, AVAILABILITY, TIMELINESS OR COMPLETENESS, OR ITS FREEDOM FROM MALICIOUS ATTACKS BY THIRD-PARTY HACKERS. STRETTO DOES NOT WARRANT THAT DOCUMENTS UPLOADED TO THE PORTAL WILL BE DELIVERED TO THE INTENDED RECIPIENT IN AN UNINTERRUPTED OR ERROR-FREE MANNER. STRETTO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF THE PORTAL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**10. LIMITATION OF LIABILITY.** In no event will STRETTO be liable to USER whether in contract, tort or otherwise, for any loss, liability, cost, damage or other injury of any kind whatsoever with respect to USER's use of the PORTAL, including any consequential, incidental or special damages, or lost profits or lost savings, and even if STRETTO has been advised of the possibility of such damages. Additionally, STRETTO will not be liable to any third parties claiming loss, liability, cost, damage, or other injury based upon USER's use of the PORTAL except when such claims are based upon infringement of the third party's intellectual property rights.

**11. RESERVATION OF RIGHTS; MODIFICATION.** STRETTO reserves all rights not expressly granted to the USER, including but not limited to the right to alter, modify, update, enhance or improve the PORTAL. STRETTO may add or remove functionalities or limits to the PORTAL at any time; may suspend or stop offering the PORTAL altogether; and/or may cease making the PORTAL available to USER by terminating USER's ACCOUNT.

**12. FORCE MAJEURE.** STRETTO's provision of the PORTAL is subject to interruption and delay due to causes beyond STRETTO's reasonable control including but not limited to 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.

**13. GENERAL.** These TERMS are governed by the laws of the State of Delaware, excluding the application of its conflicts of law rules. If any part of these TERMS is found to be void and unenforceable, such finding will not affect the validity of the balance of the TERMS, which shall remain valid and enforceable. The PORTAL is directed at and made available only to United States citizens who are at least 18 years old.