

Fill in this information to identify the case:Debtor name: **AirFastTickets, Inc.**United States Bankruptcy Court for the: **Southern District of New York**Case number (If known): **15-11951 (SHL)**ID: 48
KOUNT, INC
917 LUSK STREET
SUITE 300
BOISE, ID 83706**YOUR CLAIM IS SCHEDULED AS:**Schedule/Claim ID **s120**
Amount/Classification
\$46,021.62 Unsecured

The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.

If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

12/15

Official Form 410

Proof of Claim

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, except for administrative expenses under 11 U.S.C. § 503(b)(9).

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that is actually received on or before 7:00 pm, prevailing Eastern Time on April 6, 2016 for Non-Governmental Claimants OR on or before April 25, 2016 for Governmental Units.

Part 1: Identify the Claim**1. Who is the current creditor?**Kount, Inc.

Name of the current creditor (the person or entity to paid for this claim)

Other name the creditor used with the debtor _____

2. Has this claim been acquired from someone else?☒ No☐ Yes. From whom? _____**3. Where should notices and payments to the creditor be sent?**Federal Rule of
Bankruptcy Procedure
(FRBP) 2002(g)**Where should notices to the creditor be sent?**Kody Kraus % Kount, Inc.

Name

917 S. Lusk Street

Number Street

Boise, Idaho 83704

City State ZIP Code

Contact phone 208-489-3361Contact email KCK@Kount.com**Where should payments to the creditor be sent? (if different)**

Name

Number Street

City State ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):
_____**4. Does this claim amend one already filed?**☒ No☐ Yes. Claim number on court claims registry (if known) _____Filed on _____
MM / DD / YYYY**5. Do you know if anyone else has filed a proof of claim for this claim?**☒ No☐ Yes. Who made the earlier filing? _____

AirFastTickets, Inc. POC



00027

Part 2: Give information about the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 139500

7. How much is the claim? \$ 47,071.99 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Services performed related to Credit Card fraud prevention

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No
☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☒ No
☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 3/7/2014
MM / DD / YYYY

Devona Cantrell
Signature

Print the name of the person who is completing and signing this claim:

Name Devona K Cantrell
First name Middle name Last name

Title Senior Accountant

Company Kount, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 917 S. Lusk Street
Number Street

Boise, Idaho 83704
City State ZIP Code

Contact phone 208-489-3359 Email PKC@Kount.com



37861562000048

KOUNT, INC
917 LUSK STREET
SUITE 300
BOISE, ID 83706



Kount Inc.
917 S. Lusk Street, Suite 300

Boise, ID 83706
U.S.A
208-489-3361

INVOICE

Bill To:

AirFastTickets
875 Third Ave
New York, NY
USA
Customer ID 139500

Invoice#	INV-4215
Invoice Date	31 Jul 2014
Due Date	31 Aug 2014

Item	Description	Qty	Price	Amount
Subscription	Monthly subscription for risk inquiry service - July 2014	1	12,000.00	12,000.00
Targus	Targus Inquiries - July 2014	77	0.23	17.71

Make all checks payable to Kount Inc.

THANK YOU FOR YOUR BUSINESS!

Sub Total:	12,017.71
Total:	\$12,017.71
Payment Made:	(-) 7,000.00
Credits Applied:	(-) 0.00
Balance Due:	\$5,017.71



Kount Inc.
917 S. Lusk Street, Suite 300

Boise, ID 83706
U.S.A
208-489-3361

INVOICE

Bill To:
AirFastTickets
875 Third Ave
New York, NY
USA
Customer ID 139500

Invoice#	INV-4392
Invoice Date	31 Aug 2014
Due Date	20 Sep 2014

Item	Description	Qty	Price	Amount
Subscription	Monthly subscription for risk inquiry service - August 2014	1	12,000.00	12,000.00
Targus	Targus Inquiries - August 2014	16	0.23	3.68

Make all checks payable to Kount Inc.

THANK YOU FOR YOUR BUSINESS!

Sub Total:	12,003.68
Total:	\$12,003.68
Payment Made:	(-) 0.00
Credits Applied:	(-) 0.00
Balance Due:	\$12,003.68



Kount Inc.
917 S. Lusk Street, Suite 300

Boise, ID 83706
U.S.A
208-489-3381

INVOICE

Bill To:
AirFastTickets 875 Third Ave New York, NY USA Customer ID 138500

Invoice#	INV-4587
Invoice Date	30 Sep 2014
Due Date	20 Oct 2014

Item	Description	Qty	Price	Amount
Subscription	Monthly subscription for risk inquiry service - September 2014	1	12,000.00	12,000.00
Targus	Targus Inquiries - September 2014	219	0.23	50.37

Make all checks payable to Kount Inc.

THANK YOU FOR YOUR BUSINESS!

Sub Total:	12,050.37
Total:	\$12,050.37
Payment Made:	(-) 0.00
Credits Applied:	(-) 0.00
Balance Due:	\$12,050.37



Kount Inc.
917 S. Lusk Street, Suite 300

Boise, ID 83706
U.S.A
208-489-3361

INVOICE

Bill To:
AirFastTickets 875 Third Ave New York, NY USA Customer ID 139500

Invoice#	INV-4790
Invoice Date	31 Oct 2014
Due Date	20 Nov 2014

Item	Description	Qty	Price	Amount
Subscription	Monthly subscription for risk inquiry service - October 2014	1	12,000.00	12,000.00

Make all checks payable to Kount Inc.

THANK YOU FOR YOUR BUSINESS!

Sub Total:	12,000.00
Total:	\$12,000.00
Payment Made:	(-) 0.00
Credits Applied:	(-) 0.00
Balance Due:	\$12,000.00



Kount Inc.
917 S. Lusk Street, Suite 300

Boise, ID 83706
U.S.A
208-489-3361

INVOICE

Bill To:
AirFastTickets 875 Third Ave New York, NY USA Customer ID 139500

Invoice#	INV-6064
Invoice Date	31 Mar 2015
Due Date	20 Apr 2015

Item	Description	Qty	Price	Amount
Subscription	Monthly subscription for risk inquiry service - January 2015	1	1,000.00	1,000.00
Subscription	Monthly subscription for risk inquiry service - February 2015	1	1,000.00	1,000.00
Subscription	Monthly subscription for risk inquiry service - March 2015	1	1,000.00	1,000.00
Targus	Targus Inquiries - March 2015	1	0.23	0.23

Make all checks payable to Kount Inc.

THANK YOU FOR YOUR BUSINESS!

Sub Total:	3,000.23
Total:	\$3,000.23
Payment Made:	(-) 0.00
Credits Applied:	(-) 0.00
Balance Due:	\$3,000.23



Kount Inc.
917 S. Lusk Street, Suite 300

Boise, ID 83706
U.S.A
208-489-3361

INVOICE

Bill To:
AirFastTickets 875 Third Ave New York, NY USA Customer ID 139500

Invoice#	INV-6183
Invoice Date	30 Apr 2015
Due Date	20 May 2015

Item	Description	Qty	Price	Amount
Subscription	Monthly subscription for risk inquiry service - April 2015	1	1,000.00	1,000.00

Make all checks payable to Kount Inc.

THANK YOU FOR YOUR BUSINESS!

Sub Total:	1,000.00
Total:	\$1,000.00
Payment Made:	(-) 0.00
Credits Applied:	(-) 0.00
Balance Due:	\$1,000.00



Kount Inc.
917 S. Lusk Street, Suite 300

Boise, ID 83706
U.S.A
208-489-3361

INVOICE

Bill To:
AirFastTickets 875 Third Ave New York, NY USA Customer ID 139500

Invoice#	INV-6407
Invoice Date	31 May 2015
Due Date	20 Jun 2015

Item	Description	Qty	Price	Amount
Subscription	Monthly subscription for risk inquiry service - May 2015	1	1,000.00	1,000.00

Make all checks payable to Kount Inc.

THANK YOU FOR YOUR BUSINESS!

Sub Total:	1,000.00
Total:	\$1,000.00
Payment Made:	(-) 0.00
Credits Applied:	(-) 0.00
Balance Due:	\$1,000.00



Kount Inc.
817 S. Lusk Street, Suite 300

Boise, ID 83706
U.S.A
208-489-3361

INVOICE

Bill To:
AirFastTickets 875 Third Ave New York, NY USA Customer ID 139500

Invoice#	INV-6873
Invoice Date	30 Jun 2015
Due Date	20 Jul 2015

Item	Description	Qty	Price	Amount
Subscription	Monthly subscription for risk inquiry service - June 2015	1	1,000.00	1,000.00

Make all checks payable to Kount Inc.

THANK YOU FOR YOUR BUSINESS!

Sub Total:	1,000.00
Total:	\$1,000.00
Payment Made:	(-) 0.00
Credits Applied:	(-) 0.00
Balance Due:	\$1,000.00

KOUNT SERVICES AGREEMENT

This Kount Services Agreement (the "*Agreement*") is entered into as of 12 JUNE 2014 (the "*Effective Date*"), between Kount Inc., a Delaware corporation ("*Kount*"), and AIRFASTTICKETS INC., a DELAWARE CORP. ("*Merchant*"), Merchant and Kount being individually a "*Party*" and together the "*Parties*," with respect to the following facts:

RECITALS

A. Kount provides clients with electronic commerce services including, but not limited to, risk control management and fraud screening.

B. Merchant owns and operates an electronic commerce business that operates through Merchant's websites (the "*Business*").

C. Merchant desires for Kount to provide, and Kount desires to provide to Merchant, certain services for the Business for the consideration and on the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.** In addition to the defined terms specified in the first paragraph, recitals and substantive provisions of this Agreement, the following terms have the meanings set forth below:

1.1 "***Business Day***" means any day other than Saturday, Sunday, or any day designated as a U.S. banking holiday.

1.2 "***Cardholder Data***" has the meaning provided in the Payment Card Industry Data Security Standard, as such may be amended, updated, modified, or replaced from time to time.

1.3 "***Certification***" means the successful testing of the Merchant's Data Collector and Risk Inquiry implementations, per the current Kount Technical Specifications Guide, which shall be attested to in writing by a Kount certification engineer.

1.4 "***Certification Date***" means the date indicated on the written attestation of Certification.

1.5 "***Customer Communication***" means the data exchanged between Merchant and a customer when a customer initiates a transaction, which may include Personal Data.

1.6 "***Data Collector***" means the HTML code described in detail in the Kount Technical Specifications Guide.

1.7 "***Digest Form***" means any hashed or encoded representations of data. "***Fees***" means the fees specified on Exhibit A.

1.8 **"Fees"** means the fees specified on **Exhibit A**.

1.9 **"Indications"** means the authorization code or risk control opinions generated by the Kount System and returned to Merchant in response to a Risk Inquiry.

1.10 **"Kount Technical Specifications Guide"** means the most current technical instructions, the latest version of which is attached to this Agreement as **Exhibit B**.

1.11 **"Marketing Data"** means customer lists, affiliate lists, channel partner relationships, or methods and strategies related to the marketing of Merchant's products or services.

1.12 **"Merchant Order Form"** means any webpage where Merchant's customer enters Cardholder Data for the purpose of initiating payment for an order placed with Merchant.

1.13 **"Personal Data"** means: (a) any personally identifiable information (including, without limitation, Cardholder Data) disclosed or otherwise provided to Kount by Merchant pursuant to this Agreement that, if compromised, could result in identity theft, or (b) any more restrictive definition required by applicable law.

1.14 **"Reports"** mean reports generated by the Kount System that provide details of previously authorized transactions for a specific Merchant.

1.15 **"RIS Update"** means updated transaction information transmitted by the Merchant to Kount through the Risk Inquiry System, which includes all required data elements specified in the Kount Technical Specifications Guide.

1.16 **"Risk Inquiry"** means any transaction initiated by Merchant or a customer of Merchant in which the Kount System is queried.

1.17 **"Risk Inquiry System"** means the primary technical interface through which Merchant initiates Risk Inquiries and RIS Updates, and through which Kount delivers risk replies and reports to Merchant.

2. Merchant Obligations.

2.1 **Technical Requirements.** Throughout the term of this Agreement, Merchant will:

(a) install and maintain a functioning Data Collector, as described in the Kount Technical Specifications Guide, on all Merchant Order Forms;

(b) initiate a real-time Risk Inquiry through the Risk Inquiry System, as described in the Kount Technical Specifications Guide, for every order attempted by a customer of Merchant on the Merchant Order Form;

(c) provide Kount with RIS Updates for all Risk Inquiries, as provided for in the Kount Technical Specifications Guide; and

(d) on at least a monthly basis, provide Kount with all chargeback information received during the prior period.

2.2 Access to Customer Communications.

(a) Merchant acknowledges and agrees that in order to provide the Kount Services, the Kount System is required to access the contents of Customer Communications. Merchant expressly consents and grants Kount permission to access any Customer Communication to the extent necessary to process a Risk Inquiry and provide an Indication to Merchant.

(b) Merchant shall obtain, from any customer initiating a transaction for which Merchant requests a Risk Inquiry, all consents necessary for Kount to access the pertinent Customer Communication to which customer is a party (each a “*Customer Consent*”). Merchant shall be solely liable for the legal adequacy of, the means used to obtain the Customer Consent.

3. Provision of the Kount Services.

3.1 Kount will provide the Merchant with access to Indications and Reports, in each case as specified in the Kount Technical Specifications Guide. Kount will perform the Kount Services in a commercially reasonable manner and the Kount Services will conform substantially to the provisions of this Agreement.

3.2 Subject to the terms and conditions of this Agreement, Kount will use commercially reasonable efforts to provide the Kount Services twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. Merchant recognizes that the Kount Services may be unavailable from time to time for a number reasons, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs which Kount may undertake from time to time; or (c) causes beyond the control of Kount or which are not reasonably foreseeable by Kount including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, or other failures (collectively, “Downtime”). Merchant understands and agrees that Kount cannot assure the availability of the Kount Services on a continuous or uninterrupted basis. Merchant’s sole remedy in the event of any breach of this Section 3.2 will be to provide Kount written notice detailing the breach. If the breach is not cured to Merchant’s satisfaction within ten (10) Business Days, Merchant may terminate this Agreement by written notice to Kount with no penalty to Merchant.

3.3 Non-Guarantee. Merchant uses the Indications at its own risk and hereby irrevocably releases Kount from any and all liability for any refunds, reversals, fraud losses or chargebacks in connection with the transactions under this Agreement.

4. Payment Terms.

4.1 Fees. Merchant shall pay the Fees as specified in Exhibit A to this Agreement.

4.2 Invoices. Kount shall invoice Merchant monthly for all Fees and any other amounts which become due under this Agreement. Merchant shall pay the Fees to Kount within thirty (30) days of the date of Kount's invoice.

4.3 Timely Payment. Overdue undisputed Fees will bear interest from the due date until paid in full at a rate equal to the lesser of one and one-half percent (1.5%) per month or the highest rate of interest allowed under applicable law. Merchant will pay all of Kount's costs of collection including, without limitation, reasonable attorneys' fees and costs, if any amounts payable under this Section 4.1 require collection efforts. Merchant understands and agrees that if Merchant fails to timely pay any Kount invoice, then Kount may immediately suspend provision of the Kount Services until such failure to pay is remedied.

4.4 Taxes. All federal, state, local, value-added, transfer, sales and use taxes arising out of this Agreement will be paid by the Party required to pay such taxes under applicable law. The Party that is required by applicable law to make the filings, reports or returns and to handle any audits or controversies with respect to any such taxes will do so, and the other Party will cooperate with respect thereto as necessary.

5. Ownership.

5.1 Kount Intellectual Property. All ownership, interest and title in and to any and all patents, copyrights, trademarks, trade secrets, computer programs, related documentation, technology, know how, processes, and other intellectual property developed by Kount (or its predecessor-in-interest) and provided in connection with Kount's performance of the Kount Services (collectively, the "*Kount Intellectual Property*") remains the sole property of Kount. Except for the limited rights granted in this Agreement to receive Reports and Indications, Merchant does not receive nor is granted any licenses or rights in the Kount Intellectual Property whether by implication, estoppel, or otherwise. Merchant agrees that Merchant will not reverse-engineer, disassemble or decompile the Intellectual Property. Merchant will not give any third party, except Merchant's employees, access to the Intellectual Property without Kount's prior written consent. No license to any Kount Intellectual Property is granted.

5.2 Personal Data. As between Kount and Merchant, Merchant retains all ownership, interest, and title in and to the Personal Data. Kount does not retain any human-readable account numbers. Personal Data submitted to Kount by Merchant may be converted by Kount to Digest Form to be used for statistical and/or fraud prevention purposes. Kount shall retain all ownership, interest, and title in and to all data converted to Digest Form.

5.3 Marketing Data. As between Kount and Merchant, Merchant retains all ownership, interest, and title in and to the Marketing Data. Subject to Section 7, Kount shall not divulge, sell, share, or otherwise make available any Marketing Data to any third party.

6. Warranties.

6.1 Kount Warranty. Kount warrants and represents to Merchant that:

(a) Kount has the power and authority to enter into and perform its obligations under this Agreement;

(b) Kount has and will comply with all laws and regulations applicable to the transactions under this Agreement, which may include all rules, standards, and security requirements of the PCI Security Standards Council and any credit or debit card provider, gift card provider, or other stored value and loyalty program card provider, including, but not limited to, American Express, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC, and JCB International, and all laws relating to the collection, processing, sharing and disclosure of Personal Data (including, without limitation, in the United States and the European Union);

(c) Indications do not constitute consumer reports as defined within the Fair Credit Reporting Act ("FCRA") or credit references; Indications are only to be used in relation to determining the likelihood of a customer's identity and not in any determination of a customer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living; Indications represent a combination of factors that refer to a customer's possible identity and not a representation that a particular transaction is: (a) entered into by the actual authorized account holder; or (b) enforceable against the actual authorized account holder.

6.2 Merchant Warranty. Merchant represents and warrants to Kount that:

(a) Merchant has the power and authority to enter into and perform its obligations under this Agreement;

(b) Merchant has and will comply with all laws and regulations applicable to the transactions under this Agreement, which may include all rules, standards, and security requirements of the PCI Security Standards Council and any credit or debit card provider, gift card provider, or other stored value and loyalty program card provider, including, but not limited to, American Express, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC, and JCB International, and all laws relating to the collection, processing, sharing and disclosure of Personal Data (including, without limitation, in the United States and the European Union); and

(c) Merchant is solely responsible for the privacy and security of any and all Cardholder Data any time Merchant accesses, stores, processes, transmits, or otherwise possesses such Cardholder Data.

7. Personal Data.

7.1 Kount Obligations Relating to Personal Data. In processing Personal Data on behalf of Merchant, Kount shall:

(a) process Personal Data only to the extent and in such manner as is specified in this Agreement and in accordance with Merchant's reasonable instructions from time to time and shall not process the Personal Data for any purpose other than as specified herein;

(b) keep a record of any processing of Personal Data it carries out on behalf of Merchant under this Agreement;

(c) ensure that all appropriate technical and organizational measures are taken to prevent the unlawful or unauthorized processing of the Personal Data and against accidental loss, disclosure or destruction of, or damage to, the Personal Data;

(d) promptly comply with any request from the Merchant requiring Kount to amend, transfer or delete the Personal Data;

(e) provide, at Merchant's request and cost, a copy of all Personal Data held by Kount and provide reasonable cooperation, at Merchant's cost, in relation to any third-party complaint or request by a data subject to have access to that person's Personal Data; and

(f) not permit disclosure of the Personal Data to any third party other than with the prior written agreement of Merchant, except as set forth in this Agreement.

8. Indemnification.

8.1 Each Party shall indemnify, hold harmless, and defend the other Party and its directors, officers, employees, and agents from and against any action, claim, demand, dispute, or liability, including reasonable attorneys' fees and costs, arising from or relating to: (a) a breach of the indemnifying Party's representations, warranties, covenants or obligations under this Agreement, or (b) any gross negligence or willful misconduct of the indemnifying Party. Merchant agrees that Kount will have the right to participate, at its expense, in the defense of any such claim through counsel of its own choosing.

8.2 Procedure. The obligations of either Party to provide indemnification under this Agreement shall be contingent upon the Party seeking indemnification: (a) providing the indemnifying Party with prompt written notice of any claim for which indemnification is sought; (b) cooperating fully with the indemnifying Party (at the indemnifying Party's expense); and (c) allowing the indemnifying Party to control the defense and settlement of such claim.

9. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE TOTAL FEES PAID BY MERCHANT TO KOUNT HEREUNDER FOR THE ONE (1) YEAR PERIOD PRECEDING THE ACT OR OMISSION GIVING RISE TO ANY POTENTIAL LIABILITY.

10. Confidentiality.

10.1 Merchant Confidential Information. Merchant may provide to Kount certain confidential, proprietary, and trade secret business or technical information of Merchant or other

persons in connection with Kount's performance of the Kount Services ("**Merchant Confidential Information**"). Merchant Confidential Information will be clearly marked and designated as confidential; provided, however, that Merchant Confidential Information will not include, and this Section 10.1 will not apply to, any information that Kount can establish: (a) was, at the time of disclosure, generally available to the public through no fault of Kount; (b) was in Kount's possession on the Effective Date and was not obtained from Merchant; or (c) was lawfully received from a third party who rightfully acquired it and did not obtain it in violation of any confidentiality agreement. Kount agrees to preserve the confidentiality of all Merchant Confidential Information that is provided by Merchant in connection with the Agreement, and will not disclose or make available to any person, or use for its own or any other person's benefit, other than as necessary in performance of its obligations under this Agreement, any Merchant Confidential Information, unless such action: (1) is required by law or regulation, but only to the extent and for the purposes of such law or regulation; (2) is in response to a valid order of a court or other governmental body but only to the extent of and for the purposes of such order, with notice to Merchant prior to any such disclosure unless expressly prohibited; or (3) is with written permission of Merchant and in compliance with any terms or conditions set by Merchant regarding such disclosure. Kount will exercise a commercially reasonable level of care to safeguard Merchant Confidential Information against improper disclosure or use.

10.2 Kount Confidential Information. Kount may provide to Merchant certain confidential, proprietary, and trade secret business or technical information of Kount or other persons in connection with Kount's performance of the Kount Services ("**Kount Confidential Information**"). Kount Confidential Information will be clearly marked and designated as confidential; provided, however, that Kount Confidential Information will not include, and this Section 10.2 will not apply to, any information that Merchant can establish: (a) was, at the time of disclosure, generally available to the public through no fault of Merchant; (b) was in Merchant's possession on the Effective Date and was not obtained from Kount; or (c) was lawfully received from a third party who rightfully acquired it and did not obtain it in violation of any confidentiality agreement. Merchant agrees to preserve the confidentiality of all Kount Confidential Information that is provided by Kount in connection with this Agreement, and will not disclose or make available to any person, or use for its own or any other person's benefit, other than as necessary in performance of its obligations under this Agreement, any Kount Confidential Information, unless such action: (1) is required by law or regulation, but only to the extent and for the purposes of such law or regulation; (2) is in response to a valid order of a court or other governmental body but only to the extent of and for the purposes of such order, with notice to Kount prior to any such disclosure unless expressly prohibited; or (3) is with written permission of Kount and in compliance with any terms or conditions set by Kount regarding such disclosure. Merchant will exercise a commercially reasonable level of care to safeguard Kount Confidential Information against improper disclosure or use.

10.3 Return of Materials. Upon the request of Merchant, and upon any termination or expiration of this Agreement, Kount will return all Merchant Confidential Information to Merchant and erase and remove all copies of all Merchant Confidential Information from any computer equipment and media in Kount's possession, custody, or control, except for Cardholder Data which has been converted to Digest Form as provided for in Section 5.2. Upon the request of Kount, and upon any termination or expiration of this Agreement, Merchant will return all Kount Confidential Information and any other Intellectual Property to Kount and erase and

remove all copies of all Kount Confidential Information and any other Intellectual Property from any computer equipment and media in Merchant's possession, custody or control.

11. Data Security.

11.1 Security Breach. In the event of any unauthorized disclosure of Cardholder Data, or any unauthorized intrusion, penetration, or security breach involving a Party's systems or facilities, or data related to any transaction under this Agreement (each, a "**Security Breach**"), that Party shall (a) immediately notify the other Party in writing of any Security Breach with the full details of such Security Breach; and (b) promptly repair and/or remedy the causes of such Security Breach and deliver written notice of such remedy to the other Party. In the event of a Security Breach on the part of Merchant, Provision of the Kount Services shall be suspended immediately and shall not be reinstated until Merchant provides written notice that the causes of such Security Breach have been remedied.

11.2 Audit in Event of Security Breach. In the event of any Security Breach, the Party in breach shall permit a Payment Card Industry ("**PCI**") representative, and/or a PCI-approved third party (individually or collectively, the "**PCI Auditor**") to conduct a thorough review of that Party's books, records, files, computer processors, equipment, systems, physical and electronic log files, and facilities relating to the Services for purposes of validating compliance with applicable laws, rules and regulations (the "**Audit**"). If any such Audit identifies any continuing failure to comply with the applicable laws, rules and regulations, the Party shall promptly repair and/or remedy any such failure and deliver written notice of such remedy to the other Party.

12. Term; Termination.

12.1 Initial Term; Renewal. Subject to Section 12.2, the term of this Agreement will commence on the Effective Date and will continue thereafter for three (3) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year renewal terms (each a "Renewal Term"), unless either Party provides written notice of their intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

12.2 Termination of Agreement. This Agreement may be terminated at any time as follows:

(a) by written notice in the event that the other Party has materially breached the Agreement if the breach has not been cured within sixty (60) days of receipt of written notice to the Party identifying such breach;

(b) by either Party if the other Party makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against the other Party, or if a receiver or trustee is appointed for all or any part of the property or assets of the other Party; or

(c) by a written agreement executed by the Parties.

12.3 Effect of Termination. The following provisions shall survive the termination of this Agreement and remain in full force and effect for a period of five (5) years: Sections 7, 8, 9, and 10.

13. General Provisions.

13.1 Independent Contractors; No Third-Party Beneficiary. The Parties and their respective personnel are and will be independent contractors and neither Party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party. This Agreement is for the benefit of the Parties only, and there are no third-party beneficiaries of this Agreement.

13.2 Assignment. Neither Party may assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the consent of the other Party; provided, however, that either Party may assign this Agreement to a successor of that Party as a result of a merger, reorganization or sale of all or substantially all of the assets to which this Agreement pertains. Any attempted assignment in violation of the foregoing is void and will be a material breach of this Agreement. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of the Parties' respective successors, heirs and assigns.

13.3 Force Majeure. Neither Party is responsible for delays or failures in performance (other than payment) resulting from acts of God, strikes, lockouts, riots, acts of war and terrorism, embargoes, changes in governmental regulations, epidemics, fire, communication line failures, power failures, earthquakes and other disasters beyond the reasonable control of such Party (each, a "*Force Majeure*"). If a claim by a Party for release of its obligations under this Section exceeds sixty (60) days, then the other Party has the right to terminate this Agreement without penalty of any kind. Neither Party is entitled to relief under this Section to the extent that any event otherwise constituting an event of Force Majeure results from the negligence or fault of such Party or its employees or agents.

13.4 Waiver. No waiver of any provision hereof or of any right or remedy hereunder will be effective unless in writing and signed by the Party against which such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder will constitute a waiver of any other right or remedy, or future exercise thereof.

13.5 Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement will remain enforceable.

13.6 Notice. All notices will be in writing and will be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile with machine-generated confirmation of transmission without notation of error. All notices will be directed to the Parties at the respective addresses or facsimile numbers given below or to such other address or facsimile number as either Party may, from time to time, designate by notice to the other Party.

13.7 Amendment. No amendment, change, waiver, or discharge hereof will be valid unless in writing and signed by both Parties.

13.8 Governing Law. The interpretation, validity and enforcement of this Agreement, and all legal actions brought under or in connection with the subject matter of this Agreement, shall be governed by the law of the State of Idaho. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the United States federal courts or Idaho state courts located in Boise, Idaho. Each Party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of this Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of this Agreement in the federal or state courts sitting in Boise, Idaho, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

13.9 Counterparts. This Agreement may be executed in any number of counterparts and each such executed counterpart will be deemed to be an original instrument, but all such executed counterparts together will constitute one and the same instrument.

13.10 Further Assurances. Each Party agrees at its own expense, to execute, acknowledge, and deliver any further documents and instruments reasonably requested by the other Party, and to take any other action consistent with the terms of this Agreement that may reasonably be requested by the other Party, for the purpose of consummating the transactions contemplated by this Agreement.

13.11 Entire Agreement. This Agreement, together with all Exhibits attached hereto, which are incorporated herein by reference, constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

KOUNT INC.

MERCHANT

By: _____

By: Sh Barrett

Printed Name: _____

Printed Name: STEVEN BARRETT

Title: _____

Title: CCO

Address: Kount Inc.
917 South Lusk, 3rd Floor
Boise, ID 83706

Address:
875 THIRD AVENUE
NEW YORK, NY

Fax: 208-426-0167

Fax: 10022
212 207 8453

List of Exhibits

Exhibit A: Fees and Additional Provisions

Exhibit B: Kount Technical Specifications Guide

Exhibit A

A. FEES

1. Merchant Services Fee: \$10,000 one-time fee. \$1,000 invoiced upon execution of this Agreement and \$9,000 invoiced one hundred twenty (120) days from Certification Date.
2. Risk Inquiries will be provided by Kount to Merchant for a fee of \$12,000 per month for up to 200,000 transactions ("Monthly Fees"). Each additional Risk Inquiry will be billed at \$0.065 per Risk Inquiry.
3. TARGUSInfo \$0.23 per on-demand TARGUSInfo inquiry.

B. ACCRUAL OF FEES

Monthly Fees shall accrue beginning on the earlier of (a) sixty (60) days from the Effective Date, or (b) the Certification Date.

C. ADDITIONAL PROVISIONS

Case Study

Merchant agrees to participate in a case study detailing the benefits of the Kount solution to Merchant within one hundred eighty (180) days of Certification Date. Kount will not publish press release without Merchant's explicit written approval.

Trial Terms

From ninety (90) days to one hundred (120) days from the Certification Date, Partner may terminate this Agreement immediately by providing written notice to Kount. Upon termination, Partner will be responsible to Kount for any unpaid fees. Termination will relieve Merchant of any future financial obligations to Kount for the Kount Services, including the remaining \$9,000 of the Merchant Services Fee. Merchant will also receive a refund of 50% of all Monthly Fees accrued prior to termination.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
:
In re: :
:
AIRFASTTICKETS, INC., : Chapter 11
:
Debtor. : Case No. 15-11951 (SHL)
:
----- X

**NOTICE OF DEADLINE REQUIRING FILING OF
PROOFS OF CLAIM ON OR BEFORE APRIL 6, 2016**

TO ALL PERSONS WITH CLAIMS AGAINST AIRFASTTICKETS, INC.:

Name of Debtor	Case Number	Tax Identification Number	Other Names Used by Debtor in the Past 8 Years
AirFastTickets, Inc.	15-11951 (SHL)	45-4321505	None.

The United States Bankruptcy Court for the Southern District of New York has entered an Order (the “**Bar Date Order**”) establishing (i) **April 6, 2016 at 7:00 p.m. prevailing Eastern Time (4:00 p.m. prevailing Pacific Time)** (the “**General Bar Date**”) as the last date for each person or entity (including individuals, partnerships, corporations, joint ventures, trusts and governmental units (as defined in § 101(27) of the Bankruptcy Code) (“**Governmental Units**”)) to file a proof of claim based on prepetition claims, including, for the avoidance of doubt, secured claims, priority claims, and claims arising under § 503(b)(9) of the Bankruptcy Code (defined below), against the Debtor listed above (the “**Debtor**”) and (ii) **April 25, 2016, 2016 at 7:00 p.m. prevailing Eastern Time (4:00 p.m. prevailing Pacific Time)** as the last date and time for each Governmental Unit to file a Proof of Claim based on prepetition claims against the Debtor (the “**Governmental Bar Date**,” and together with the General Bar Date, the “**Bar Dates**”).

The Bar Date Order, the Bar Dates and the procedures set forth below for filing proofs of claim apply to all claims against the Debtor that arose prior to October 27, 2015, the date on which an order for relief under chapter 11 of the United States Bankruptcy Code was entered in this chapter 11 case, except for those holders of the claims listed in Section 4 below that are specifically excluded from the Bar Date filing requirement.

If you have any questions relating to this Notice, please feel free to contact BMC Group, Inc. (“BMC”) toll-free at (888) 909-0100 or by e-mail at airfasttickets@bmcgroup.com.

**YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE ANY QUESTIONS,
INCLUDING WHETHER YOU SHOULD FILE A PROOF OF CLAIM.**

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a proof of claim to vote on a chapter 11 plan filed by the Debtor or to share in distributions from the Debtor's bankruptcy estate if you have a claim that arose prior to **October 27, 2015** (the "**Order For Relief Date**"), and it is not one of the types of claim described in Section 4 below. Claims based on acts or omissions of the Debtor that occurred before the Order For Relief Date must be filed on or prior to the applicable Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Filing Date.

Under Section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. Further, claims include unsecured claims, secured claims, and priority claims.

2. WHAT TO FILE

The Debtor is enclosing a proof of claim form for use in this case; if your claim is scheduled by the Debtor, the form sets forth the amount of your claim as scheduled by the Debtor, and whether the claim is scheduled as disputed, contingent or unliquidated. You will receive a different proof of claim form for each claim scheduled in your name by the Debtor. You may utilize the proof of claim form(s) provided by the Debtor to file your claim. Additional proof of claim forms may be obtained at www.uscourts.gov/forms/bankruptcy-forms, the Official Website for the United States Bankruptcy Courts, or the website established in this chapter 11 case, www.bmcgroup.com/airfasttickets.

All proof of claim forms must be **signed** by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant. It must (i) be written in English, (ii) be denominated in United States currency as of October 27, 2015 (using the exchange rate, if applicable, as of October 27, 2015), (iii) conform substantially to the form provided with this Notice (the "**Proof of Claim Form**") or Official Form 410; (iv) set forth with specificity the legal and factual basis for the alleged claim. You should attach to your completed proof of claim any documents on which the claim is based (if voluminous, attach a summary) or an explanation as to why the documents are not available.

Your proof of claim form must not contain complete social security numbers or taxpayer identification numbers (only the last four digits), a complete birth date (only the year), the name of a minor (only the minor's initials) or a financial account number (only the last four digits of such financial account).

YOU SHOULD ATTACH TO YOUR COMPLETED PROOF OF CLAIM FORM COPIES OF ANY DOCUMENTS UPON WHICH YOUR CLAIM IS BASED. IF THE DOCUMENTS ARE VOLUMINOUS, YOU SHOULD ATTACH A SUMMARY.

3. WHEN AND WHERE TO FILE

Except as provided for herein, all Proofs of Claim must be filed either by delivering the original Proof of Claim Form by hand, or mailing the original Proof of Claim Form to the Debtor's Court-approved claims agent, BMC or the United States Bankruptcy Court for the Southern District of New York on or before the applicable Bar Date as follows:

If by First-Class Mail:

BMC Group, Inc.
Attn: AirFastTickets Claims Processing
P.O. Box 90100
Los Angeles, CA 90009

OR

If by hand-delivery or overnight mail:

BMC Group, Inc.
Attn: AirFastTickets Claims Processing
300 N. Continental Blvd. #570
El Segundo, CA 90245

OR

If by First Class Mail, hand-delivery, or overnight mail:

United States Bankruptcy Court
Southern District of New York
1 Bowling Green, Room 534
New York, New York 10004-1408

Proofs of Claim will be deemed timely filed only if **actually received** by BMC or the United States Bankruptcy Court for the Southern District of New York at the addresses listed above on or before the applicable Bar Date. Proofs of Claim may not be delivered by facsimile, telecopy, or electronic mail transmission.

4. WHO NEED NOT FILE A PROOF OF CLAIM

You do **not** need to file a proof of claim on or prior to the Bar Dates if you are:

- (a) A person or entity that has already filed a proof of claim against the Debtor with the Clerk of the Bankruptcy Court for the Southern District of New York or BMC in a form substantially similar to the Proof of Claim Form or Official Bankruptcy Form No. 410;

- (b) A person or entity whose claim is listed on the Schedules if (i) the claim is not scheduled as "disputed," "contingent," or "unliquidated" and (ii) you do not disagree with the amount, nature and priority of the claim as set forth in the Schedules;
- (c) A holder of a claim that heretofore has been allowed by an Order of this Court entered on or before the applicable Bar Date;
- (d) A holder of a claim that has been paid in full by the Debtor;
- (e) A holder of a claim for which a specific deadline has previously been fixed by this Court; and
- (f) A holder of a claim allowable under § 503(b) and § 507(a)(2) of the Bankruptcy Code as an administrative expense of the Debtor's estate (**other than § 503(b)(9) claim**).

If you are a holder of an equity security interest in the Debtor, which interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants, options, or rights to purchase, sell, or subscribe to such a security or interest, you need not file a proof of interest with respect to the ownership of such equity interest at this time. However, if you assert a claim (as opposed to an ownership interest) against the Debtor (including a claim relating to an equity interest or the purchase or sale of such equity interest), a Proof of Claim must be filed on or before the applicable Bar Date as set forth in this Notice

This Notice is being sent to many persons and entities that have had some relationship with or have done business with the Debtor but may not have an unpaid claim against the Debtor. The fact that you have received this Notice does not mean that you have a claim or that the Debtor or the Court believe that you have a claim against the Debtor. You should not file a proof of claim if you do not have a claim against the Debtor.

5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you have a claim arising out of the rejection of an executory contract or unexpired lease as to which the order authorizing such rejection is dated on or before **February 25, 2016**, the date of entry of the Bar Date Order, you must file a proof of claim by the Bar Date. Any person or entity that has a claim arising from the rejection of an executory contract or unexpired lease, as to which the order is dated after the date of entry of the Bar Date Order, you must file a proof of claim with respect to such claim by the date fixed by the Court in the applicable order authorizing rejection of such contract or lease.

6. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE BAR DATE

ANY HOLDER OF A CLAIM THAT IS NOT EXEMPTED FROM THE REQUIREMENTS OF THIS ORDER, AS SET FORTH IN SECTION 4 ABOVE, AND THAT

FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM, SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR THE PURPOSES OF VOTING ON ANY PLAN OF REORGANIZATION FILED IN THIS CASE AND PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTOR'S CASES ON ACCOUNT OF SUCH CLAIM.

7. THE DEBTOR'S SCHEDULES AND ACCESS THERETO, AND CONSEQUENCES OF AMENDMENT THEREOF

You may be listed as the holder of a claim against the Debtor in the Debtor's Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases (collectively, the "**Schedules**").

To determine if and how you are listed on the Schedules, please refer to the descriptions set forth on the enclosed Proof of Claim Form(s) regarding the nature, amount, and status of your claim(s). If you received postpetition payments from the Debtor (as authorized by the Court) on account of your claim, the enclosed Proof of Claim Form(s) will reflect the net amount of your claims.

If you rely on the Debtor's Schedules, it is your responsibility to determine that the claim is accurately listed in the Schedules, however, you may rely on the enclosed form, which lists your claim as scheduled, identifies the Debtor against which it is scheduled, and specifies whether the claim is disputed, contingent or unliquidated.

As set forth above, if you agree with the nature, amount and status of your claim as listed in the Debtor's Schedules, and if your claim is not described as "disputed," "contingent," or "unliquidated," you need not file a proof of claim. Otherwise, if you decide to file a proof of claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice.

Copies of the Schedules may be examined by interested parties on the Court's electronic docket for the Debtor's chapter 11 case, which is posted (i) on the website established by BMC for the Debtor's case at www.bmcgroup.com/airfasttickets and (ii) on the Court's website at www.nysb.uscourts.gov. (A login and password to the Court's Public Access to Electronic Court Records ("PACER") are required to access the information on the Court's website and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov.) Copies of the Schedules also may be examined between the hours of 9:00 a.m. and 4:30 p.m. (prevailing Eastern Time) Monday through Friday at the Office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 511, New York, New York 10004-1408. Copies of the Debtor's Schedules also may be obtained by written request to the Debtor's claims agent, BMC, at the address set forth below:

BMC Group, Inc.
Attn: AirFastTickets Claims Processing
300 N. Continental Blvd #570
El Segundo, CA 90245

In the event that the Debtor amends or supplements its Schedules subsequent to the date of this Notice, the Debtor shall give notice of any amendment or supplement to the holders of claims affected by such amendment or supplement within ten (10) days after filing such amendment or supplement, and such holders must file a Proof of Claim by the later of (i) the applicable Bar Date or (ii) the date provided for in the notices of any amendment or supplement of the Schedules provided to the holders of claims affected thereby, or be forever barred from doing so.

A holder of a possible claim against the Debtor should consult an attorney regarding any matters not covered by this notice, such as whether the holder should file a proof of claim.

Dated: New York, New York
February 25, 2016

BY ORDER OF THE COURT

COUNSEL FOR THE DEBTOR AND
DEBTOR IN POSSESSION
ARENT FOX LLP
1675 Broadway
New York, New York 10019
Telephone: (212) 484-3900
-and-
555 West Fifth Street, 48th Floor
Los Angeles, CA 90013
Telephone: (213) 629-7400