

# Ray Hendren

## Chapter 13 Standing Trustee

### Website Access Agreement

This agreement is made and entered into by and between Ray Hendren, Chapter 13 Standing Trustee (hereinafter referred to as a TRUSTEE), and \_\_\_\_\_ (enter name of user) (hereinafter referred to as the USER).

The Trustee is a duly appointed Chapter 13 Standing Trustee for the Western District of Texas, vested with the duties as set forth in U.S.C. Section 1302(b), including the duty to furnish information concerning debtors', estates and the administration of these estates. The Trustee maintains records and files in computerized form. The Trustee permits approved Internet access to the user for the purpose of viewing and inspecting files of debtors for selected information regarding receipts and disbursements of funds. Access to case information is granted only to parties in interest.

The user desires Internet access to view and inspect these selected files.

THEREFORE, in consideration of the mutual promises and covenants contained in this agreement and the satisfactory performance of all conditions stated, the Parties agree that:

1. **INTERNET ACCESS TO RECORDS** – The User shall be entitled to and the Trustee shall provide Internet access to selected records and data maintained by the Trustee.
2. **LIMITATIONS ON ACCESS AND USE** – User hereby acknowledges and agrees to Internet Access.

**PURPOSE** – Shall be for the sole purpose of viewing and inspecting the selected data and records under the control and custody of the Trustee, and User shall neither make nor attempt to make any data entry changes or modification to any record or data.

**USE** – Is provided solely for the use of User in User's business. User hereby expressly agrees that it will not use nor allow the use of records, data or information obtained through the Internet access for the purpose of solicitation or any other use or practice not specifically permitted by this agreement.

**MANNER** – Will be accessed by User only in the manner expressly authorized and permitted by the Trustee. User agrees that it will neither use nor permit use of the Website in any manner or for any purpose which is not authorized by the Trustee or which is unlawful or which is likely to cause damage or disrepair to the equipment, software, records or Website of the Trustee.

3. **CUSTODY AND CONTROL OF RECORDS** – User hereby expressly acknowledges and agrees that the record and data for which access is provided under this Agreement are and shall remain records under the control and custody of the Trustee, and access is provided only under the direct supervision of the Trustee, pursuant to the terms of this agreement and all reasonable and necessary rules and procedures adopted by the Trustee.

User, further, expressly acknowledges and agrees that while accessing, viewing and using the Trustee's selected records, the User shall be under the same duties, responsibilities, and

obligations as the Trustee to protect and carefully keep and preserve the records, subject to the same penalties for any violation of those duties and obligations.

#### 4. CONDITIONS FOR USE AND ACCESS

- A. **EQUIPMENT AND CONNECTIONS** – The User shall obtain and supply, at its sole cost, all equipment, including computer, peripherals, modems, software and connections and shall be responsible for and pay any and all other fees or costs necessary to implement this Agreement.
- 1. **TERM OF AGREEMENT** – This agreement shall continue until such time as it is terminated pursuant to the provision in the following subsection.
- 2. **TERMINATION** – This agreement may be terminated by either the Trustee or by the User, at any time, for any reason whatsoever, without notice.
- 3. **INDEMNIFICATION** – User shall and hereby agrees to indemnify the Trustee for, and to hold Trustee harmless from any claims, demands, suits, damages or costs, of any kind, arising out of or relating to use and access provided under this Agreement, caused or claimed to be caused by any act or failure of User.
- 4. **ASSIGNMENT OR SUBCONTRACT** – This agreement shall not be assigned nor shall Any use or access provided under this Agreement be subcontracted, co-opted or allowed to any other person, firm or other legal entity without express written consent of the Trustee, and such consent may be conditioned upon such terms and conditions as the Trustee may reasonably require.
- 5. **ENTIRE AGREEMENT** – This Agreement, together with any rules or procedures adopted by the Trustee shall constitute the entire Agreement between the parties, and User hereby expressly acknowledges that it is not relying upon any other representations or agreements not expressed in writing as a part of this Agreement. This Agreement may not be amended or modified, except in writing, and signed by all parties.

#### **DISCLAIMERS AND LIMITATIONS OF LIABILITY:**

- A. **NO WARRANTIES** – The Trustee hereby expressly disclaims any express or implied warranties of the software program, computer equipment or computer, and User hereby expressly assumes all risk related to the use and access provided under this Agreement.
- B. **NO REPRESENTATIONS CONCERNING ACCURACY OR COMPLETENESS OF RECORDS** – The Trustee hereby expressly disclaims any representation or assurance concerning the accuracy, completeness or substantive nature of any data to which access is being provided and User hereby acknowledges this disclaimer and waives any claim or reliance upon such representations or assurances.
- C. **NO LIABILITY FOR ERRORS OR FAILURES** – The Trustee shall not be liable in any manner under this Agreement for any error, inaccuracy or incomplete information contained in the records for which access is provided, and User hereby expressly releases the Trustee from any claim, demand or suit arising from or as a result of any such error, inaccuracy or incomplete information.

Further, the Trustee shall not be liable in any manner under this Agreement for any failure, malfunction or other delay, inconvenience, or inability of the computer system, software or equipment, and User hereby expressly releases the Trustee from any claim, demand, or suit arising from or as a result of any such failure, malfunction or other delay.

- D. **NO WARRANTY AS TO CURRENT DATA OR INFORMATION** – The data and information available in the Trustee's records is as current as possible, depending on work flow, holidays, weekends, restraints on the Trustee, and any elements or factors outside the control of the Trustee.

Payoff balances are only approximate due to the aforementioned conditions, recent receipts or disbursements, claim changes, court orders or accruing interest. Exact payoff amounts should be obtained through the Trustee's Office by specific written request.

- E. **ADMISSIBILITY AS EVIDENCE** – The Trustee makes no representation that the data and information available by accessing the Trustee's Website will be admissible in Court as a Hearsay exception pursuant to Rule 803 of the Federal Rules of Evidence.

User shall forward an original of this signed and dated Agreement to the attention of Brett Freeman, System Manager for the Trustee. Upon receipt, Trustee will promptly sign and return a copy of this page of the Agreement to User along with a log-in and password.

Enter Company Name: \_\_\_\_\_

Enter User Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature of User: \_\_\_\_\_

**Requested User I.D.:** \_\_\_\_\_

**Requested User Password:** \_\_\_\_\_

Mail to the Office of: Ray Hendren  
Chapter 13 Standing Trustee  
3410 Far West Blvd., #200  
Austin, TX 78731

Date: \_\_\_\_\_

\_\_\_\_\_  
Ray Hendren  
Chapter 13 Standing Trustee