

**Russell C. Simon**  
*Chapter 13 Standing Trustee*  
**24 Bronze Pointe**  
**Swansea, IL 62226**

***Telephone: (618) 277-0086***

***Telecopier: (618) 234-0124***

## **ON-LINE RECORD ACCESS AGREEMENT**

*(Please complete and mail the original agreement to the above address)*

**THIS AGREEMENT** is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between RUSSELL C. SIMON, Chapter 13 Standing Trustee for the Southern District of Illinois, East St. Louis Division (hereinafter "Trustee") and \_\_\_\_\_ (hereinafter "User").

Whereas, the Trustee has duties as set forth in 11 U.S. C. Section 1302(b), including the duty to furnish information concerning the Debtor(s)' estate and the estate's administration. The Trustee maintains his records and files in computerized form. The Trustee has established a website with the capacity to provide the User with access, via the internet, to data entered on the Trustee's computer through the conclusion of the prior day for the purpose of viewing and inspecting Debtor or Creditor files as to filing information, payments, receipts and disbursements of funds, and status of Debtor(s)' cases.

Whereas, the Trustee is desirous of making this access available to parties in interest in order to be cooperative and helpful to them, to eliminate the need to have staff available to answer general case questions in writing and by phone, and to comply with the Trustee's statutory duties.

Whereas, the User desires to have on-line internet access to the website to view and inspect the information contained therein as it relates to cases in which the User is a party in interest.

Whereas, Debtors, as well as their counsel and that of creditors, also desire to have access to the Trustee's website to view the information contained therein.

Therefore, in consideration of the mutual promises and covenants contained herein, and the satisfactory performance of all conditions stated, the Parties agree that:

### ***I. Access to Computerized Records***

Subject to the terms and conditions stated in this Agreement, the User shall be entitled to have, and the Trustee shall provide, access to the Trustee's website and thereby to the Trustee's computerized records and case data as contained thereon.

## **II. Custody and Control of Records**

User hereby expressly acknowledges and agrees that the records and data to which this Agreement provides access are and shall remain records under the control and custody of the Trustee and access is provided only under the Trustee's express permission pursuant to the terms of this Agreement, as well as all reasonable and necessary rules and procedures that the Trustee may adopt from time to time.

User further expressly acknowledges and agrees that while accessing, viewing and using the Trustee's 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.

## **III. Limitations on Access and Use**

A. **PURPOSES.** User hereby acknowledges and agrees that the website access provided under this Agreement shall be for the sole purpose of viewing and inspecting computerized data and records under the Trustee's custody and control, and User shall not have the ability to, nor shall User attempt to, make any data entry, change or modification to any record or data. User shall use the information obtained from the website for the sole purpose of exercising the User's rights or completing the User's duties as a party in interest (or a representative of a party in interest) in a Chapter 13 matter. Furthermore, User shall not use any record, data, or information viewed or obtained through the website for the purposes of solicitation or any unlawful use or purpose.

B. **ACCESS.** User shall only have access to the Trustee's records for those cases in which the User is a party in interest (or authorized representative of a party in interest) and during such hours as the Trustee makes access to the website available on the Internet.

1. **Shared Access.** The Trustee, via a third party, shall maintain that equipment necessary to make the website available to User and to all other persons or entities who enter into an On-Line Record Access Agreement with the Trustee. The Trustee reserves the right to limit User's access to this equipment to ensure full and equitable use of the system. Further, the Trustee makes no representations or guarantee regarding the availability of access.

## **IV. Conditions for Use and Access**

A. **EQUIPMENT AND CONNECTIONS.** The User shall obtain and supply, at its sole cost, all equipment, including hardware, software and necessary connections, and shall pay any and all fees and/or costs necessary to access the website in conjunction with this Agreement. User agrees not to charge the Trustee for any of these costs, or make any claims against the Trustee or the estate of any Debtor for such costs or anything pertaining to them or arising from this Agreement for any reason.

B. **MAINTENANCE.** User shall be solely responsible for the care and

maintenance of any computer equipment or software which the User requires to carry out the terms of this Agreement.

C. SECURITY ACCESS. Computer access will be controlled by a Trustee assigned User ID and password. User shall not assign or allow any other person to use the User ID and password assigned to User.

D. SYSTEMS ADMINISTRATOR. User shall designate a contact person or systems administrator for all inquiries or problems of the system. This individual shall be responsible for all usage within the User's office and responsible for all in-house training of User's staff in the safe and proper use of this system.

#### V. Termination of Agreement

The Trustee maintains the right to terminate this Agreement at any time. Reasons for termination shall include, but are not limited to, User's misuse or overuse of access, User's misuse of information obtained from the Trustee's records, User's violation of this Agreement, or the Trustee's decision to discontinue off-site computer access for financial, security, or other reasons. User may terminate this Agreement by submitting such termination to the Trustee in writing so that the Trustee may remove User's ID and password from the Trustee's system. Notwithstanding the termination of this Agreement by either party, the User shall nonetheless be bound to the terms and conditions of this Agreement concerning the use of any information obtained from the website during the course of this Agreement.

#### VI. Indemnification

User shall and hereby agrees to indemnify and hold the Trustee, his agents, successors and assigns, harmless from any and all claims, demands, suits, damages or costs of any kind whatsoever arising out of or relating to the use and access provided under this Agreement, caused or claimed to be caused by any act or failure to act of the User.

#### VII. Entire Agreement

This Agreement, together with any written policies, rules, or procedures, which the Trustee has or subsequently adopts and disseminates, shall constitute the entire Agreement between the parties, and User hereby expressly acknowledges and understands that it is not relying upon any other representations or agreements not expressed in writing as part of this Agreement.

This Agreement may not be amended or modified except in writing signed by all parties.

#### VIII. Disclaimers and Limitations of Liability

A. NO WARRANTIES. The Trustee hereby expressly disclaims any express or implied warranties of the website, the hardware and software utilized thereon, or the Internet connection, and User hereby expressly assumes all risk related to the use and access provided under this

Agreement.

B. NO REPRESENTATION AS TO ACCURACY, COMPLETENESS, CURRENCY OF RECORDS. The Trustee hereby expressly disclaims any representation, warranty (whether express or implied), or assurance concerning the accuracy, completeness, or substantive nature of any documents, records, or data filed or maintained on the Trustee's system, and User hereby acknowledges that disclaimer and waives any claim of reliance upon such representations or assurances. The data and information available on the website is at least 1 business day behind. Further delays may result depending on the then current workflow, holidays, weekends, restraints of the Trustee, and any other elements or factors outside the control of the Trustee. The information available through the website does not include information added to the Trustee's computer system on the day the User accesses the website, nor does it include information in the Trustee's possession in pleading or other form which has not yet been added to the system.

C. ADMISSIBILITY AS EVIDENCE. The Trustee makes not representation that the data and information available on the website will be admissible in any Court for any purpose.

The undersigned parties have executed this On-Line Record Access Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Russell C. Simon  
Chapter 13 Trustee  
24 Bronze Pointe  
Swansea, IL 62226

\_\_\_\_\_  
User's Signature

\_\_\_\_\_  
Typed or Printed Name of User

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

(\_\_\_\_) \_\_\_\_\_  
Telephone Number