

NALIKO MARKEL
CHAPTER 13 BANKRUPTCY TRUSTEE
EUGENE, OREGON
400 E. 2nd Avenue Suite 200
Eugene, OR 97401
Phone (541) 343-1555

INTERNET INFORMATION ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____,
20_____, by and between OFFICE OF THE STANDING CHAPTER 13 TRUSTEE
(Trustee), and (User) whose address for notice is:

User: _____
Address: _____

Phone: _____
Fax: _____
E-Mail: _____

Recitals

- A. The Trustee has duties under the Bankruptcy Code to furnish information relating to Chapter 13 cases administered by his office.
- B. The Trustee maintains an Internet site (the Website) which has the capacity to allow parties in interest to have remote access via the Internet to the computerized information, records and data (the Information) used by the Trustee in processing and administering the Chapter 13 cases for which the Trustee is responsible; and the Trustee desires to afford to interested parties access to the Information in an effort to expedite the flow of information between Trustee and parties in interest in Chapter 13 cases.
- C. User desires to avail itself of the service offered by the Trustee, upon and subject to the terms, conditions, limitations and disclaimers hereinafter set forth.

AGREEMENT

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.
 - A. **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.
 - B. **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 other information obtained through the Internet access for the purpose of solicitation or any other use or practice not specifically permitted by this agreement.
 - C. **MANNER** - Will be accessed and used 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 records 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.
5. **TERM OF AGREEMENT** - This agreement shall continue until such time as it is terminated pursuant to the provision in the following subsection.
6. **TERMINATION** - This agreement may be terminated by either party hereto upon three (3) days written notice to the other party. The Trustee may terminate this Agreement and/or User's rights of use and access to the Information and the Website at any time without notice if, in the Trustee's sole judgement, User is not using the Information or the Website in good faith, is misusing or abusing the Information or the Website access afforded thereto under this Agreement, or is in breach or violation of any of the terms or provisions of this Agreement.

7. **IDEMNIFICATION** - 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.
8. **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 the express written consent of the Trustee, and such consent may be conditioned upon such terms and conditions as the Trustee may reasonably require.
9. **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.
10. **DISCLOSURES, DISCLAIMERS AND LIMITATIONS OF LIABILITY:** User understands and acknowledges that the information and data:
 - A. is comprised of data from the Trustee's computerized database that has been transferred to an internet site, in general, one business day after the close of business on any given Chapter 13 business day, and may not, therefore, represent the most timely or complete information available to the Trustee;
 - B. has, in many cases been provided to the Trustee by third parties and/or has not been audited or verified by the Trustee's staff;
 - C. does not necessarily reflect all work in process by the Trustee staff with respect to any particular;
 - D. may not reflect the most current information that has been received by the Trustee or filed with the court; and
 - E. payoff balances are only approximated 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.

Accordingly, the Trustee assumes no responsibility for the accuracy completeness or timeliness of the Information and expressly DISCLAIMS ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION AND WARRANTY OF FITNESS OF THE INFORMATION FOR ITS INTENDED PURPOSE. The Trustee expressly and specifically disclaims any responsibility or liability to User or any third party on account of loss or damage arising from any error or omission of any kind in the Information. User, therefore, acknowledges that it should not rely on the Information without independent verification from other sources from which it would customarily seek

information were it not available hereunder (such as court dockets, pleadings files, claims registers, etc.), and hereby expressly releases the Trustee from any claim, demand or suit arising from or as a result of the use or reliance upon such Information.

11. **ADMISSIBILITY OF INFORMATION:** THE Trustee makes no representation or warranty of any kind as to the admissibility of the Information as evidence in any judicial or administrative proceeding.

User shall mail the original of this signed and dated Agreement to the address given below. Upon receipt, Trustee will promptly sign and return a copy of the Agreement to User along with log-in and password codes.

DATED this _____ day of _____, 20_____.

OFFICE OF THE STANDING CHAPTER 13 TRUSTEE

By: Oscar Betancourt, Systems Manager

Signature of User Representative

Mail to the attention of: Oscar Betancourt
Office of the Trustee
400 E 2nd Ave. Suite 200
Eugene, OR 97401

Or email to: general@eugenel3.com

Internet Website: www.13network.com

User I.D. (Log-in): _____

User Password: _____

Date Processed: _____