

## BARBARA FOLEY CHAPTER 13 TRUSTEE

### WEBSITE ACCESS AGREEMENT

This Website Access Agreement ("Agreement") is made and entered into by and between Barbara Foley Chapter 13 Trustee ("Trustee") and \_\_\_\_\_ (Individual User Name) and \_\_\_\_\_ (Company / Firm Name).

Both the Individual User and the Company / Firm are liable under this Agreement and may only access cases in which they are a creditor, debtor or counsel to a creditor or debtor.

The Trustee has been duly appointed as a Chapter 13 Standing Trustee for the Western District of Michigan at Kalamazoo and Lansing. The Trustee is vested with the duties as set forth in 11 U.S.C. §1302, including the duty to furnish information concerning the 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.

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 given Internet access to, and the Trustee shall provide that access to selected records and data maintained by the Trustee.
2. **LIMITATIONS ON ACCESS AND USE.** User acknowledges and agrees to limit the scope of Internet access as follows:

**A. PURPOSE.** Access to the Trustee's Website 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 not make nor attempt to make any data entry changes or modification(s) to any record or data.

**B. USE.** Access to the Trustee's Website is provided solely for use in User's business. User expressly agrees that it will not use nor allow the use of records, data or information obtained through the Trustee's Website for the purpose of solicitation or any other use or practice not specifically permitted by this Agreement.

**C. MANNER.** User will access via the Internet the Trustee's Website only in the manner expressly authorized and permitted by the Trustee. User agrees that it will not permit the 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 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 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; and the User is subject to the same penalties for any violation of those duties and obligations.

1. **CONDITIONS FOR USE AND ACCESS / 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 shall pay for any and all fees or costs necessary to implement this Agreement.
2. **TERM OF AGREEMENT.** This Agreement shall continue until such time as it is terminated pursuant to ¶6 below.
3. **TERMINATION.** This Agreement may be terminated by either the Trustee or the User, at any time, for any reason whatsoever, without notice.
4. **INDEMNIFICATION.** User shall and agrees to indemnify the Trustee for, and to hold the Trustee harmless from any claims, demands, suits, damages or costs, of any kind or nature, arising out of or relating to use and access to the Trustee's Website under this Agreement, caused or claimed to be caused by any act or failure of the Trustee.
5. **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 be used by any other individual, person, firm, entity 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 require.
6. **ENTIRE AGREEMENT.** This Agreement, together with any rules or procedures adopted by the Trustee shall constitute the entire Agreement between the parties, and User 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. DISCLAIMERS AND LIMITATIONS OF LIABILITY:**

**A. NO WARRANTIES.** The Trustee expressly disclaims any express or implied warranties of the software program, computer, or related equipment, and User 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 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 expressly releases the Trustee from any claim, demand, or suit arising from or as a result of any such failure, malfunction, delay, inconvenience or inability of the system software or equipment.

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

Payoff balances are only approximated due to the above stated conditions, recent receipts, recent disbursements, claim changes, court order, accruing interest, or other factors which may affect the accuracy of the data. 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.

**F. COMMENCEMENT OF ACCESS.** User shall forward an original of this Agreement, signed and dated to the Chapter 13 Trustee, 229 E. Michigan Ave, Suite 440, Kalamazoo, MI 49007. The Trustee will promptly sign and return a copy of this Agreement to User with a User ID and password.

**G. CORPORATIONS, COMPANIES OR FIRMS.** Corporations, Companies, Firms, and / or any parties, individuals or entities using the assigned User ID and password are liable under this Agreement.

PRINT OR TYPE ALL INFORMATION.

**Company Name:** \_\_\_\_\_

**User Name:** \_\_\_\_\_

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

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

**City, State & Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**Email address** \_\_\_\_\_

**Signature of User & Date** \_\_\_\_\_

**What would you like your User ID & Password to be?** \_\_\_\_\_

**Mail or fax or email to:**

Barbara Foley, Chapter 13 Trustee  
229 E. Michigan Ave, Suite 440  
Kalamazoo, MI 49007  
Fax: 269.343.5915  
docs@chpt13.com

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Barbara Foley, Chapter 13 Trustee

Internet Website: [www.13network.com](http://www.13network.com)

**Chapter 13 Use Only User I.D.:** \_\_\_\_\_ **User Password:** \_\_\_\_\_