Website Access Terms of Use Agreement

This Terms of Use Agreement ("Terms of Use") is a legally binding agreement made between you, individually and/or as the representative of an entity ("you" or "your") and Kara L. West, Standing Chapter 13 Trustee for the Eastern District of Tennessee, Southern and Winchester Divisions ("Trustee") concerning your access to and use of the www.13network.com website (the "Site") and the information contained herein including all case information, records and data ("Database"). You agree that by clicking "I Accept" and accessing the Site, you have read, understood and agreed to be bound by all the Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

For convenience, the Trustee provides password access to the Site and Database to court personnel, trustee personnel, debtors, creditors, or an agent or attorney of a party of interest solely for informational purposes and only in connection with specific Chapter 13 cases in which you qualify as a party in interest (or representative thereof) ("Authorized User"). You hereby certify and warrant that the password access provided by the Trustee is based on information provided by you to gain access as an Authorized User and is limited to cases whereby you qualify as an Authorized User. If you gain access to the Site or Database whereby you do not qualify as an Authorized User, then you have an affirmative duty to notify the Trustee as soon as possible and shall refrain any further use of the Site or Database whereby you are not an Authorized User. Further, you acknowledge, agree and warrant that while accessing, viewing and using the Site or Database, you are under the same duties, responsibilities and obligations of the Trustee to protect and maintain the Database (including any personally identifiable information) and are subject to the same penalties for any violation of such duties, responsibilities and obligations.

You acknowledge and agree to the following use of the Site and Database:

1. Use of the Site and Database are for lawful purposes and in compliance with the Terms of Use. Specifically, you certify and warrant that the Site or Database will not be used (a) for unlawful purposes; (b) as prohibited by the Terms of Use; (c) to gain knowledge where you are not an Authorized User; (d) to obtain information in connection with marketing, solicitation, advertising or the offering of other goods or services to debtors/creditors/parties in interest; (e) independent data gathering; or (f) in a manner which may cause damage to the Trustee's equipment, software or records, including the Site or Database.

2. You shall keep confidential information in the Database, except for any data that is not personally identifiable information or is otherwise publicly available or information lawfully obtained from a third party.

3. You shall employ and maintain adequate security measures to protect the confidentiality of the Site and Database and your password access to the Site and Database. You shall limit the sharing of your password or password access only to agents or representatives who qualify as Authorized Users and have a legitimate need to access the Site or Database. You shall ensure and warrant that such users of the Site and Database shall comply with the Terms of Service. You assume all responsibility for use of your password by any agents or representatives or third parties and shall hold the Trustee harmless for any loss or liability arising from such party's use of your password.

4. You shall obtain and maintain, at your sole cost, all equipment, software and connections necessary to access the Site and Database. You certify and warrant that you shall not attempt to tamper with, corrupt, alter or modify the Site or Database or any information, data, instruction, commands or programs stored or contained in, or generated by the Site or Database.

The Trustee has sole and exclusive right to custody and control of the Site and Database and may at any time implement and enforce, without notice, such rules, regulations, guidelines and restrictions as the Trustee sees fit , with respect to the use of and access to the Site and Database. The Trustee may also terminate your use and access to the Site or Database at any time, without notice.

The Trustee assumes no responsibility for the accuracy, completeness, substantive nature or timeliness of the Site or Database. The Trustee DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING THE SITE OR DATABASE AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF FITNESS OF THE SITE, OR DATABASE, OR THE INTENDED PURPOSE OF EITHER. Further, the Trustee expressly disclaims any representations or assurances concerning the accuracy, completeness, substantive nature or timeliness of the Database. The Trustee expressly and specifically disclaims any responsibility or liability to you or any third party on account of loss or damage arising from any error or omission of any kind on the Site or Database. The Trustee shall not be liable in any manner for any error, inaccuracy, or incomplete information contained in the Database. Further, the Trustee shall not be liable in any manner for any failure, malfunction, or other delay, inconvenience, or inability of the internet or the Site. Therefore, you acknowledge and agree that the Site and Database can not be relied upon without independent verification and reconciliation to the Court records and the Trustee's internal records. The Trustee makes no representations or warranties of any kind as to the admissibility of the Database as evidence in any judicial or administrative proceeding.

You expressly assume all risk related to the use of and access to the Site and Database. You acknowledge and agree that the Site and Database cannot be relied upon without independent verification and reconciliation to the Court records and the Trustee's internal records. You acknowledge the Trustee's disclaimers contained herein and expressly release the Trustee from any claim resulting from, or relying upon, the Site or Database or its use. Further, you understand and acknowledge the following about the Database:

1. The Database is comprised of data from the Trustee's computerized database that has been transferred to a separate server generally within one to two business days of the close of business on any given Chapter 13 business day, and therefore, the Database does not represent the most timely or complete information available to the Trustee.

2. The Database contains information provided to the Trustee by third parties which has not been audited or verified by the Trustee.

3. The Database does not necessarily reflect all work in process by the Trustee with respect to any particular case.

4. The Database may not reflect the most current information that has been received by the Trustee or filed with the Court.

You shall indemnify Trustee for any damages, claims, demands or costs of any kind arising out of or relating to the use of and access to the Site or Database caused or claimed to be caused by any act or failure of you or your agent or representative. Additionally, you shall hold the Trustee harmless for any damages, claims, demands, or costs of any kind arising out of or relating to the use of and access to the Site and Database. By accessing the Site or Database, you waive any and all claims against Trustee which may arise out of or relating to the use or access of the Site or Database.

This agreement is governed by the Laws of Tennessee and you consent to the exclusive jurisdiction and venue of courts in Hamilton County, Tennessee.

Yes, I Agree with the above Information

No, I Do Not Agree with the above Information