

INTERNET ACCESS AGREEMENT

Sabrina L. McKinney Chapter 12 Trustee

Middle District of Alabama

USER: _____

This agreement is made and entered into by and between Sabrina L. McKinney, Chapter 12 Trustee (hereinafter referred to as "TRUSTEE"), and the User stated above (enter name of user if an individual, or corporate name) (hereinafter referred to as the "USER").

The Trustee is the duly appointed Chapter 12 Trustee for the Middle District of Alabama, vested with the duties as set forth in 11 U.S.C. Section 1202(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 will permit internet access ("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 in which it is a party in interest.

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. **LOGIN AND PASSWORD.** The Login will be assigned to User for access to the Website once this agreement is executed. The Trustee reserves the right to alter or eliminate User's login or Password at any time without prior notice. The **login** must consist of a **minimum of 8 characters (A-Z & 0-9, no spaces)**. Only one login per office will be provided. The **password** must be a **minimum of 8 characters consisting of (A-Z, 0-9, special characters like (%\$&#!@), no spaces)**. User shall keep the login and password confidential. Please do not use any words or numbers in the password that might be identifiable with you or any member of your office.
Requested Login: _____
Requested Password: _____
2. **INTERNET ACCESS TO RECORDS.** The User will be allowed Internet Access to selected records and data maintained by the Trustee in cases involving the User. User acknowledges that its access is limited to files in which it is a party in interest.
3. **LIMITATIONS ON ACCESS AND USE.** User hereby acknowledges and agrees to use Internet Access under the terms and conditions imposed by the Trustee.
 - A. **PURPOSE:** The purpose of the Internet Access shall be for the sole purpose of viewing and inspecting the selected data and records under the control and custody of the Trustee, in which the user is a party in interest. User shall neither make nor attempt to make any data entry changes or modification to any record or data.
 - B. **USE:** The Information is furnished by the Trustee, and shall be used by User, solely for internal informational purposes and only in connection with specific Chapter 12 bankruptcy cases in which the User is a party in interest or an agent or attorney of a party in interest. The Trustee, at all times, shall have the sole and exclusive right to custody and control of the Information.
 - C. **MANNER:** Internet Access will be 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 Internet Access 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 or the company hosting the Website.
 - D. **PROHIBITED USES OF CHAPTER 12 DATA:**
 1. Accessing any Chapter 12 Data for a bankruptcy case in which User is not a party-in-interest;
 2. Obtaining or using Chapter 12 Data in connection with potential credit extensions, insurance, employment, or the offering of other goods or services to a Chapter 12 debtor;

3. Obtaining or using Chapter 12 data for marketing, solicitations, advertising or similar purpose regarding a Chapter 12 debtor;
4. Obtaining or using Chapter 12 Data for a purpose prohibited by law.
4. **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, pursuant to the terms of this Agreement and all rules and procedures adopted by the Trustee.
 - A. User 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.
 - B. User further expressly acknowledges and agrees that the Trustee may at any time exercise control over the Website and/or implement and enforce, without notice, such rules, regulations, guidelines and restrictions as it sees fit with respect to the use of and access to the Information by User, including the following:
 1. Interruption or temporary termination of User's access to the Website when it is deemed necessary by the Trustee for purposes of security, systems administration or any other purpose;
 2. Such other rules, regulations, guidelines and restrictions as the Trustee deems necessary or appropriate for any reason whatsoever.
5. **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.
6. **TERMINATION.** This Agreement shall continue until such time as it is terminated. Either party may terminate this Agreement at any time without cause and without notice.
7. **INDEMNIFICATION.** User shall and hereby agrees to indemnify the Trustee for, and to hold Trustee harmless for any claims, demands, suits, damages and costs, of any kind, arising out of or relating to use and access provided under this Agreement, cause or claimed to be caused by any act or failure of User.
8. **ASSIGNMENT OR SUBCONTRACT.** The User shall not assign this Agreement nor may 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.
9. **AUTHORIZATION.** The agent or agents signing this Internet Access Agreement on behalf of the User represents that he or she is authorized to sign on behalf of the User.
10. **DISCLAIMERS AND LIMITATIONS OF LIABILITY.**
 - A. **No Warranties.** The Trustee expressly disclaims any express or implied warranties of the software program, computer, or computer equipment, and User hereby expressly assumes all risk related to the use and access provided under this agreement.
 - B. **No Representation Concerning Accuracy or Completeness of Records.** User understands and acknowledges that the information:
 1. Is comprised of data from the Trustee's computerized database that has been transferred to an internet site, in general one to four business days at the close of business on any given Chapter 12 business day, and does not, therefore, represent the most timely or complete information available to the Trustee;
 2. 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;
 3. Does not necessarily reflect all work in process by the Trustee's staff with respect to any particular case;
 4. May not reflect the most current information that has been received by the Trustee or filed with the Court.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.**
 - C. **No Liability for Errors or Failures.** 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 where it is not available hereunder (such as the Court's

dockets, pleadings file, claims registers, etc.) 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. 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 will be kept as current as possible, depending on work flow, holidays, weekends, restraints on the Trustee, acts of God, and any elements or factors outside the control of the Trustee. Payoff balances are only approximated due to the aforementioned conditions, recent receipts or disbursements, claim changes, court orders or accruing interest. Exact payoff amounts must 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 access the Trustee's Internet site will be admissible in Court as a hearsay exception pursuant to Rule 803 of the Federal Rules of Evidence.

11. **MONITORING.** The User agrees that the Trustee or her authorized representative may monitor the User's use of the Internet Access, including live monitoring, without the User's knowledge.
12. **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. The User understands that this Agreement may differ from other Internet Access Agreements it has entered into with other bankruptcy trustees. The User understands that the Trustee may impose additional or different conditions for Internet Access than those required by other bankruptcy trustees.
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TRUSTEE APPROVAL

Executed this _____ day of _____, 20____.

Sabrina L. McKinney, Chapter 12 Trustee

Fill in the table below:

Company or Business Name	.
Mailing Address	.
	.
	.
	.
Phone Number	.
Fax Number	.
Email Address	.
Name & Title of Primary User	.
Name & Title of Additional User(s)	.
	.
	.
	.
Signature of Each User or Authorized Agent	.
	.
	.
	.

Mail (no fax or email copies accepted) the original, completed Internet Access Agreement to:

**Sabrina L. McKinney, Chapter 12
Trustee P.O. Box 628
Montgomery, AL 36101-0628**

After receipt and approval of the signed and dated Internet Access Agreement, the Trustee will send the User the Account Login and Password by mail.