

CHAPTER 13 TRUSTEE INTERNET INFORMATION ACCESS AGREEMENT

Devin Derham-Burk, Chapter 13 Standing Trustee, Northern District of California – Division 5.

This agreement is a binding contract containing covenants and conditions and which is executed for mutual and valuable consideration. This agreement is between the Trusteeship of Devin Derham-Burk, Chapter 13 Standing Trustee (hereinafter Standing Trustee), and the below described USER (hereinafter USER). USER shall include a principal of USER and up to three members of USER's staff specifically authorized by USER to access the described information. USER is wholly responsible for any staff member which USER allows access under this agreement. USER's staff members shall be bound by the terms of this agreement, and shall be deemed to have consented hereto by the staff member's volitional act of accessing the described information via Internet Website access. This written agreement shall constitute the entire agreement between the parties. This agreement may not be amended or modified, except in writing, and signed and dated by all the parties hereto. Either the Standing Trustee or USER may terminate this agreement and the ability to access information at any time without prior notice. If the agreement is terminated the party initiating the termination shall serve written notice upon the other party within 5 business days of the effective date of termination. The laws of the State of California shall govern the terms of this agreement. The parties hereto agree that venue for any action relating to this agreement shall reside in the Superior Court for the County of Santa Clara, State of California.

The Standing Trustee agrees to provide to USER, at her sole and exclusive discretion, conditional access to information, on Chapter 13 cases in which the Standing Trustee is the acting Standing Trustee, and which is maintained on her computer system, and which is made available via the Internet at the following web site address "www.13network.com". All references to information in this agreement shall have the meaning as described in the aforementioned sentence. The information is the property of the Standing Trustee and may be used only as expressly authorized under this agreement. The information, the method of accessing the information, and the vehicle for providing the information may be changed at any time, without prior notice, at the sole discretion of the Standing Trustee.

The Standing Trustee makes no warranty, express or implied, about the information, including but not limited too, website availability, the method of delivery of the information, the vehicle for delivery of the information, the accuracy of the information, the fitness for purpose of the information, the timeliness of the information, or the legal admissibility as evidence of the information. USER assumes all risk in use of the information.

USER expressly agrees to access, or cause to be accessed, only that information for which USER is a party with standing in the chapter 13 bankruptcy case. USER expressly agrees that USER shall not access, or cause to be accessed, any information for a chapter 13 bankruptcy case in which USER is not a party. USER expressly agrees that USER will not use, nor allow the use of information, or of records, data or case facts obtained through Internet access of the Standing Trustee's website address of "www.13network.com" for the purpose of solicitation, sale, or any other practice not specifically permitted by this agreement. USER expressly agrees that USER shall not use, nor permit use, of the information and website for any purpose which is unlawful, designed to harm debtors, which may interfere with the debtors' right to privacy, or which may cause damage or disrepair to the equipment, software, records, information or website of the Standing Trustee.

USER expressly agrees to notify Standing Trustee in writing if USER uses the information for any other purpose other than as authorized under this agreement within 5 business days of such unauthorized use. USER shall and hereby agrees to indemnify the Standing Trustee for, and to hold Standing 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.

ALL NOTICES AND LEGAL SERVICE SHALL BE SENT TO THE ADDRESSES OF THE PARTIES LISTED BELOW.

USER (CREDITOR) Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Staff Member Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Following provided by Standing Trustee  
USER ID: \_\_\_\_\_  
USER PASSWORD: \_\_\_\_\_  
INTERNET WEBSITE: www.13network.com

USER, and Standing Trustee agree to be bound by the terms of this agreement as evidenced by the authorized signatures below.

Date:

\_\_\_\_\_  
AUTHORIZED AGENT / PRINCIPAL OF USER:  
By: \_\_\_\_\_ Title: \_\_\_\_\_

Date:

\_\_\_\_\_  
By:  
Title:  
For Devin Derham-Burk, Chapter 13 Standing Trustee  
PO BOX 50013  
San Jose, CA 95150-0013