**Osmarie Navarro Martímez, Esq**

**Chapter 13 Trustee**

**WEBSITE ACCESS AGREEMENT**

This agreement is made and entered into by and between Osmarie Navarro Martínez, Chapter 13 Trustee

(hereinafter referred to as a TRUSTEE), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter

name of user) (hereinafter referred to as the USER).

The Trustee is duly appointed Chapter 13 Standing Trustee for the District of Puerto Rico, vested with the

duties as set forth in U.S.C. Section 1302(b), including the duly to furnish information concerning 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 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.

**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.

**USE** - Is provided solely for the use of User in User's business. User hereby expressly agrees that it

will not use of records, data or information obtained through the Internet access for the purpose of

solicitation or any other use or practice not specifically permitted by this agreement.

**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 record and data for which access if provided under this Agreement are and shall remain records

under the control and custody of the Trustee, and 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 all other fees or costs necessary to implement this Agreement.

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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 the Trustee or by the User, at any

time, for any reason whatsoever, without notice.

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 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.

**DISCLAIMERS AND LIMITATIONS OF LIABILITY:**

 **A. NO WARRANTIES -** The Trustee hereby expressly disclaims any express or implied

 warranties of the software program, computer equipment or computer, and User hereby

 expressly assumes all risk related to the use and access provided under this Agreement.

 **B. NO REPRESENTATIONS CONCERNING ACCURANCY OR COMPLETENESS OF**

 **RECORDS -** The Trustee hereby expressly disclaims any representation or assurance

 concerning the accuracy, completeness or substantive nature of any data to which access is

 being provided and User hereby acknowledges this 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 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 is a current as possible, depending on work flow,

 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 aforementioned conditions, recent receipts or

 disbursements, claim changes, court orders or accruing interest. Exact pay off amounts should be

 obtained through the Trustee's Office by specific written request.

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 **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.

User shall forward an original of this signed and dated Agreement to the attention of Osmarie Navarro Martínez.

Enter Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Enter User Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City, State Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of User: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mail to the Office of: Osmarie Navarro Martínez, Esq.

 Chapter 13 Trustee

 P.O. Box 9024062

 San Juan, Puerto Rico 00902-4062

 Or E-mail to : onvarro@ch13sju.com

 **Data Internet Website:** www.13network.com

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

**Alternate User Name.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**User password:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**