Website Access Agreement For Creditors
Chapter 13 Trustee, District of Utah

This Agreement entered into by and between the Chapter 13 Trustee for the District of Utah (hereinafter referred to as "Trustee" and _____ (hereinafter referred to as "User").

WHEREAS, the Trustee is the duly appointed Standing Chapter 13 Trustee for the District of Utah. As such, he has a statutory duty to make information regarding the estate and the estate's administration available to parties-in-interest who request such information (*see 11 U.S.C. § 704(7), as made applicable by 11 U.S.C. § 1302(b)(1)*). The Trustee posts certain Chapter 13 case information (hereinafter "Chapter 13 Data") on the Internet at *www.13Network.com* (hereinafter "13Network").

WHEREAS, User desires access to 13Network to view Chapter 13 Data for cases administered by Trustee.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and the satisfactory performance of all conditions stated, the Parties hereby agree as follows:

1. **ACCESS TO 13NETWORK** - User is hereby granted access to the Trustee's site on 13Network to review Chapter 13 Data for Chapter 13 cases in which it appears as a party-in-interest.

2. **LIMITATIONS ON USER'S ACCESS AND USE OF CHAPTER 13 DATA FROM 13NETWORK.**

    A.   <u>Permitted Uses</u>. User certifies and warrants that it will only access and review Chapter 13 Data from 13Network in connection with the lawful assertion or collection of a claim User alleges against a Chapter 13 bankruptcy estate. Lawful collection efforts include User's proposed or actual sale of bankruptcy claims to a third-person, and User's purchase of bankruptcy claims from a third-person.

    B.   <u>Authorized Persons</u>. User shall employ and maintain adequate security procedures to protect the confidentiality of Chapter 13 Data obtained from 13Network, meaning that User shall ensure that only employees or other persons, including agents and attorneys, who are expressly authorized by User to use such Chapter 13 Data, and who have a legitimate need to access such Chapter 13 Data in performing duties for User, will have access to Chapter 13 Data obtained from 13Network (hereinafter "Authorized Persons").

    C.   <u>User Database</u>. User may use the Chapter 13 Data to establish and maintain a database that is accessible only by User or Authorized Persons and that is only used for purposes consistent with this Agreement. User also agrees that it will not, either directly or indirectly, compile, store, maintain or use the Chapter 13 Data to build a database that is accessible by persons other than User or that is used for purposes that are inconsistent with this Agreement.

    D.   <u>Limitation on Taking Legal Action Based on Chapter 13 Data</u>. 13Network only contains limited facts regarding a Chapter 13 case, and 13Network shall not be used to draw legal conclusions regarding a Chapter 13 case (i.e., the debtor is delinquent or the

debtor has violated a stipulation or order). Therefore, User shall not take any legal action against a Chapter 13 debtor or Chapter 13 Trustee, including the filing of any motion, pleading or other legal document or paper, based solely on information obtained from 13Network.

        E.   <u>Prohibited Uses of Chapter 13 Data</u>. User shall not use Chapter 13 Data from 13Network for any of the following purposes:

Accessing any Chapter 13 Data for a bankruptcy case in which User is not a party-in-interest;

Obtaining or using Chapter 13 Data in connection with potential credit extensions, insurance, employment, or the offering of other goods or services to a Chapter 13 debtor;

Obtaining or using Chapter 13 Data for marketing, solicitations, advertising or similar purposes regarding a Chapter 13 debtor.

Obtaining or using Chapter 13 Data for a purpose prohibited by law;

4. **EQUIPMENT AND CONNECTIONS** – While there is no fee for User to access 13Network, User shall be solely responsible to supply all equipment, software, connections, fees, and other costs necessary for User to access 13Network over the Internet.

5. **TERMINATION** - This Agreement shall continue until terminated. Either party may terminate this Agreement at any time without cause and without notice.

6. **INDEMNIFICATION** - User hereby agrees to indemnify the Trustee and to hold Trustee harmless from any claims, demands, or costs of any kind arising out of or relating to any act or failure regarding User's access to 13Network.

7. **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 without the written consent of the Trustee.

8. **ENTIRE AGREEMENT** - This Agreement, together with any rules or procedures accepted by User on the 13Network web site, 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 a writing that is signed by all parties.

9. **DISCLAIMERS AND LIMITATIONS OF LIABILITY:**

        A.   <u>No Warranties </u>- The Trustee hereby disclaims any expressed or implied warranties of 13Network and the Chapter 13 Data, and User hereby expressly assumes all risk related to the use and access of 13Network provided under this Agreement.

        B.   <u>No Representations Concerning Accuracy Or Completeness Of Records </u>- The Trustee hereby expressly disclaims any representation or assurance concerning the accuracy, completeness or substantive nature of the Chapter 13 Data on 13Network. 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 Chapter 13 Data posted on 13Network. 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 Internet or 13Network. 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 The Chapter 13 Data - The Chapter 13 Data on 13Network is as current as possible depending on the work flow, holidays, weekends, and any other factors that may delay the posting of Chapter 13 Data on 13Network.

Payoff balances are only approximated due to many conditions including recent receipts or disbursements, changes to allowed claims, court orders, or accruing interest. Exact payoff amounts can only be obtained by the debtor through a specific written request to the Trustee.

Delinquency calculations for the Trustee's cases on 13Network are unreliable until the Court enters a Confirmation Order in the case, and User shall not rely on such information for any purpose.

E.   Admissibility As Evidence - The Trustee makes no representation that the Chapter 13 Data on 13Network will be admissible in court under the hearsay exception of Rule 803 of the Federal Rules of Evidence.

F.   Login ID And Password – User shall forward an original of this completed, signed and dated Agreement to the attention of Kathleen Barney, Office Manager for the Trustee, at the address set forth below. Upon receipt, the Trustee will review the Agreement and, if appropriate, promptly execute the Agreement and send User a copy of the signature page containing User's assigned Login ID and Password (see last page).

REQUIRED INFORMATION:

COMPANY NAME: _____

USER NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

USER SIGNATURE: _____

Mail to:
Office of Chapter 13 Trustee
ATTN: Kathleen Barney
465 South 400 East, Suite 200
Salt Lake City, Utah 84111

Authorized and dated by:

_____
Chapter 13 Trustee

Internet Website: www.13network.com

User I.D._____

User Password_____