

# Online Access Agreement & Terms

Amrane Cohen, Trustee

Office of the Chapter 13 Standing Trustee

1. The Office of the Chapter 13 Standing Trustee will provide Service (the "Service") consisting of inquiring, retrieval, and plan calculations. This Service is made available for creditors and debtor attorneys (collectively known as "Users"), by the Office of the Chapter 13 Standing Trustee (the "Trustee"). These terms and any further Operating Rules published online constitute the entire and only agreement between the Trustee and the Users and supersedes all other communications and agreements with regard to the subject matter hereof.

2. Upon notice published over the Service, the Trustee may modify this agreement, The Operation Rules, and may discontinue or revise any or all other aspects of the Service at its sole discretion and without prior notice.

3. Unless otherwise agreed, user's right to use the Service or to designate users is not transferable and is subject to any limits established by the Trustee.

4. The User agrees to indemnify the Trustee against liability for any and all use of the User's account.

5. The User is responsible for and must provide a telephone line, computer, software and all other equipment and software necessary to access the Service.

6. USER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT USER'S SOLE RISK. NEITHER THE OFFICE OF THE TRUSTEE OR ITS EMPLOYEES WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES THE TRUSTEE OR ITS EMPLOYEES MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN 'AS IS' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER TRUSTEE NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. USER EXPRESSLY ACKNOWLEDGES THAT THE PROVISION OF THIS PARAGRAPH SHALL ALSO APPLY TO ANY THIRD PARTY CONTENT WHICH MAY BECOME A PART OF THE SERVICE.

7. The information provided by Access to13 records is for the User only. The User agrees not to resell this information or distribute it to any other party.

8. This agreement is, and shall be governed by and construed in accordance with the laws of the State of California applicable to agreements, made and performed in

California. Any cause of action of user or its designated users with respect to the Service must be instituted within one year after the claim or cause of action has arisen or be barred.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Authorized Signature: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

\_\_\_\_\_

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

Case Number: \_\_\_\_\_

SERVICE BY:      Email: \_\_\_\_\_  
Amrane Cohen

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