

Chapter 13 Internet Contract Information Access Agreement

This Agreement, made and entered into this ____ day of _____, _____, by and between Gregory A. Burrell, Standing Chapter 13 Trustee, 100 South Fifth Street, Suite 480, Minneapolis, MN, 55402 (“the Trustee”) and _____, whose address for notice is _____ (city) _____ (state) _____ (zip) _____ (“User”).

Recitals

- A. The Chapter 13 Trustee has duties under the U.S. Bankruptcy Code to furnish information relating to the Chapter 13 Bankruptcy cases administered by her.
- B. The Chapter 13 Trustee maintains a website on the Internet, www.ch13mn.com, which contains the computerized information, records and data (the “Database”) used by the Chapter 13 Trustee in processing and administering the Chapter 13 bankruptcy cases for which she is responsible.
- C. The Chapter 13 Trustee desires to afford to interested parties access to the Database in an effort to expedite the flow of information between the Chapter 13 Trustee and parties in interest in Chapter 13 cases.
- D. User desires to avail itself of the access to the Database and service offered by the Chapter 13 Trustee, upon and subject to the terms, conditions, limitations and disclaimers hereinafter set forth.

Agreement

The Chapter 13 Trustee hereby agrees to allow User access to the Database available from the Chapter 13 Trustee’s website from time to time and upon and subject to the terms, conditions, limitations and disclaimers set forth below. To induce the Chapter 13 Trustee to provide access to the Database as hereafter provided, User hereby acknowledges, covenants and agrees as follows:

- 1. Login and Password - the Login and Password initially assigned to User for access to the Database are:

Login: _____

Password: _____

*Note: The password must include at least one special character (!, @, #, \$, %)

The Chapter 13 Trustee reserves the right to alter or eliminate User’s Login or password at any time without prior notice.

- 2. Limited Undertaking of Chapter 13 - The sole undertaking of the Chapter 13 Trustee herein is to use reasonable efforts to make the Database available to User from time to time for the limited purposes herein provided for.
- 3. Limitation on Use of Information - The information from the Database is furnished by the Chapter 13 Trustee and shall be used by User, solely for internal informational purposes and only in connection with specific Chapter 13 bankruptcy cases in which the User is a party in interest or an agent or attorney of a party in interest. The Chapter 13 Trustee shall have at all times the sole and exclusive right to custody and control of the Website. User shall not:
 - a. Use, or suffer any third party to use the Website and Database for any unlawful, tortious or malicious use; or
 - b. Use, or suffer any third party to use the Database in connection with the sale or solicitation of sale of goods or services to or concerning any debtor, creditor, attorney, or other person or party whose name, address or identity is first obtained from the Database.
- 4. Limitation on Use of Password - The Chapter 13 Trustee provides access to the Database to the User via the Password referred to above, for the User’s exclusive use and enjoyment of access to the Database. In the event the User chooses to give

its password to a third party, User assumes all responsibility for the use of the password by any such party, and shall hold the Chapter 13 Trustee harmless from any loss or liability arising from such third party's use of User's password.

5. Contact Person- Training - User shall designate a single person as the sole contact person with the Chapter 13 Trustee with respect to inquiries or problems relating to the Website and Database. User shall, at the Chapter 13 Trustee's request, require such person, and/or any and all other persons who will use or have access to the Website and Database by, through or under User, to attend one or more training sessions with respect to the Website and Database.

6. Responsibility for Equipment - User shall furnish and maintain, at its sole cost and expense, all equipment, including terminals, personal computers, peripherals, modems, printers, hardware and software used by it to connect to or gain access to the Website furnished by the Chapter 13 Trustee. User assumes all risk of loss or damage to all such equipment or property, including any such equipment or property located within the custody or control of the Chapter 13 Trustee.

7. Regulation by the Chapter 13 Trustee - User expressly acknowledges and agrees that the Chapter 13 Trustee may at any time exercise control over the Website and/or implement and enforce, without notice, such rules, regulations, guidelines and restrictions as she sees fit with respect to the use of and access to the Website and Database by User, including the following:

- a. Schedules, time limits and timetables governing the use of the Website;
- b. Interruption or temporary termination of User's access to the Website when and as deemed necessary by the Chapter 13 Trustee for purposes of security, system administration or any other purpose;
- c. Automatic disconnection of User from the Database in the event the User is connected to the Database and is inactive for a period of time deemed excessive by the Chapter 13 Trustee;
- d. Termination of User's access to the Database of Users who do not use the Database for a period of time deemed to be an abandonment by User of access; and
- e. Such other rules, regulations, guidelines and restrictions as the Chapter 13 Trustee deems necessary or appropriate for any reason whatsoever.

8. Corruption of Database Information - User shall not attempt to tamper with, corrupt, alter or modify in any respect the Database or any information, data, instruction, commands or programs stored or contained in or generated by the Website.

9. Disclosure and Disclaimers - User understands and acknowledges that the Database:

- a. Is comprised of data from the Chapter 13 Trustee's computerized database that has been transferred to a separate stand-alone computer within, in general, one to two business days of the close of business on any given Chapter 13 business day, and does not, therefore, represent the most timely or complete information available to the Chapter 13 Trustee;
- b. Has, in many cases, been provided to the Chapter 13 Trustee by third parties and/or has not been audited or verified by the Chapter 13 Trustee's staff;
- c. Does not necessarily reflect all work in process by the Chapter 13 Trustee with respect to any particular case; and
- d. May not reflect the most current information that has been received by the Chapter 13 Trustee or filed with the court.

Accordingly, the Chapter 13 Trustee assumes no responsibility for the accuracy, completeness or timeliness of the information and expressly **DISCLAIMS ANY REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE INFORMATION AND DISCLAIMS ANY WARRANTY OF FITNESS OF THE INFORMATION FOR ITS INTENDED PURPOSE.** The Chapter 13 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 Database. User, therefore, acknowledges that it should not rely on the Database without independent verification from other sources from which it would customarily seek information were it not available hereunder (such as the Courts' dockets, pleadings filed, claims registers, etc.)

10. Indemnification - User hereby expressly agrees, notwithstanding any negligence or alleged negligence on the part of the Chapter 13 Trustee, to indemnify and hold the Chapter 13 Trustee, her agents and employees harmless from any and all loss, liability, cost or expense arising out of or related to a breach of this Agreement by, or the use or misuse of the Database by User, or any person gaining access to the Database by or through the consent, acquiescence or negligence of User or its agents, licensees or employees.

11. Admissibility of Information - The Chapter 13 Trustee makes no representations or warranty of any kind as to the admissibility of the Database as evidence in any judicial or administrative proceeding.

12. Termination of Agreement - This agreement may be terminated by either party hereto upon three (3) days' written notice to the other party. The Chapter 13 Trustee may terminate this Agreement, and/or User's rights of use of and access to the Database at any time without notice if, in the Chapter 13 Trustee's sole judgment, User is not using the Database in good faith, is misusing or abusing the Database or the access afforded thereto under this Agreement, or is in breach or violation of any of the terms or provisions of this Agreement.

Executed this _____ day of _____, _____.

USER: _____

Gregory A. Burrell,
Standing Chapter 13 Trustee
for the District of Minnesota

By: _____

By: _____

Title: _____

Title: _____

Ph: _____

