

ELIZABETH CLARK, CHAPTER 13 TRUSTEE

3350 Grand Ridge Dr. NE,
Suite 200 Grand Rapids, MI
49525

Phone (616) 454-9638
Fax (616) 454-9798 Website:
www.clarkch13.com

ALL INFORMATION MUST BE TYPED OR PRINTED

INTERNET INFORMATION ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____
by and between OFFICE OF THE STANDING CHAPTER 13 Trustee ("Trustee"),
3350 Grand Ridge Dr. NE, Suite 200, Grand Rapids, MI 49525 and _____ ("User")
whose address for notice is _____
User Phone: _____ User Fax: _____
User Email Address: _____

Recitals

- A. The Trustee has duties under the Federal Bankruptcy Code to furnish information relating to the Chapter 13 Bankruptcy cases administered.
- B. The Trustee is the duly appointed Chapter 13 Standing Trustee for the Western District of Michigan vested with the duties as set forth in 11 USC Section 1302(b) and 1202(b), including the duty to furnish information concerning debtors' estates and the administration of these estates. The Trustee maintains records and files in computerized form. The Trustee will permit Internet access ("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 in which it is a party in interest.
- C. The Trustee maintains an Internet site (the "Website") which has the capacity to allow parties in interest to have remote access via the Internet to the computerized information, records and data (the "Information") used by the Trustee in processing and administering the Chapter 13 bankruptcy cases for which the Trustee is responsible, and the Trustee desires to afford to interested parties access to the information in an effort to expedite the flow of information between the Trustee and parties in interest in Chapter 13 cases.
- D. User desires to avail itself of the service offered by the Trustee, upon and subject to the terms, conditions, limitations, and disclaimers hereinafter set forth.

AGREEMENT

The Trustee hereby agrees to allow User access to the Information and the Website from time to time upon and subject to the terms, conditions, disclaimers, and limitations, set forth below. To induce the Trustee to provide access to the Information and the Website, as hereafter provided, User hereby acknowledges, covenants, and agrees as follows:

1. Login and Password: The Login will be assigned to User for access to the Website once this agreement is executed. The Trustee reserves the right to alter or eliminate User's login or password at any time without prior notice. The login must consist of between 8 and 10 characters (A-Z and/or 0-9, no spaces). **If you have previously been assigned a login for the dial-in system your login name will not change.** Only one login per office will be provided. The password must be between 8 and 10 characters (A-Z and/or 0-9, no spaces). User shall keep the login and password confidential. Please do not use any words or numbers in the password that might be identifiable with you or any member of your office.

Requested login: _____

Requested Password: _____

2. Limited Undertaking of the Trustee: The sole undertaking of the Trustee herein is to use reasonable efforts to make the Information available to User from time to time for the limited purposes herein provided for.

3. Limitation on Use of Information: The Information is furnished by the 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 Trustee shall have at all times the sole and exclusive right to custody and control of the Information. User shall not (a) use, or suffer any third party to use, the Information for any unlawful, tortious or malicious use; or (b) use, or suffer any third party to use, the Information 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 Information.

4. Contact Person: Training: User shall designate a single person as the sole contact person with respect to inquiries or problems relating to the Website. The initial contact person for User shall be:

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Contact Person: _____

Company Name: _____

Address: _____

Contact Phone Number: _____

Contact Fax Number: _____

Contact E-mail Address: _____

5. 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 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 Trustee.

6. Custody and Control of Records. User hereby expressly acknowledges and agrees that the record and data for which access is provided under this Agreement shall remain records under the control and custody of the Trustee, pursuant to the terms of this Agreement and all rules and procedures adopted by the Trustee.

User 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.

User further expressly acknowledges and agrees that the Trustee may at any time exercise control over the Website and/or implement and enforce, without notice, such rules, regulations, guidelines and restrictions as it sees fit with respect to the use of and access to the Information by user, including the following:

- a. Interruption or temporary termination of User's access to the Website when and as deemed necessary by the Trustee for purposes of security, systems administration or any other purpose.
- b. Such other rules, regulations, guidelines and restrictions, as the Trustee deems necessary or appropriate for any reason whatsoever.

7. Corruption of the Information: User shall not attempt to tamper with, corrupt, make data entry changes, alter or modify in any respect the Information or any information, data, instructions, commands or programs stored or contained in or generated on the Website.

8. Disclosure and Disclaimers: User understands and acknowledges that the Information:

- a. Is comprised of data from the Trustee's computerized database that has been transferred to an Internet site, in general, within one to four business days of the close of business on any given Chapter 13 or Chapter 12 business day, and does not, therefore, represent the most timely or complete information available to the Trustee;
- b. Has, in many cases, been provided to the Trustee by third parties and/or has not been audited or verified by the Trustee's staff;
- c. Does not necessarily reflect all work in process by the Trustee staff with respect to any particular case;
- d. May not reflect the most current information that has been received by the Trustee or filed with the Court;
- e. Will not be available at the end of each month while the Trustee is disbursing.

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

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.

9. Indemnification: User hereby expressly agrees, notwithstanding any negligence or alleged negligence on the part of the Trustee, to indemnify and hold harmless the Trustee, and the Trustee's successor(s), agents, servants and employees 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 Information or the Website by, User, or any person gaining access to the Information or the Website by or through the consent, acquiescence or negligence of User or its agents, servants, licensees or employees.

10. Terms of Agreement: This agreement shall continue until such time as it is terminated pursuant to the provision in the following subsection.

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

12. Assignment or Subcontract: The User cannot assign this Agreement nor may 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 conditional upon such terms and conditions as the Trustee may reasonably require.

13. Authorization: The agent or agents signing this Internet Access Agreement on behalf of the User represents that he or she is authorized to sign on behalf of the User.

14. Entire Agreement. This Agreement, together with any rules or procedures 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. The user understands that this Agreement may differ from other Internet Access Agreements it has entered into with other bankruptcy trustees. The User understands that the Trustee may impose additional or different conditions for Internet Access than those required by other bankruptcy trustees.

15. Base Balances: The base balances are only approximated due to the aforementioned conditions, recent receipts or disbursements, claim changes, court orders or accruing interest.

16. Admissibility as Evidence: The Trustee makes no representation that the data and information available by the Trustee's Internet site will be admissible in Court as a hearsay exception pursuant to Rule 803 of the Federal Rules of Evidence.

17. Monitoring: The User agrees that the Trustee or his authorized representative may monitor the User's use of the Internet Access, including live monitoring, without the User's knowledge.

SIGNATURE OF USER REPRESENTATIVE

TITLE

EXECUTED this _____ day of _____.

BY: AUTHORIZED REPRESENTATIVE
OFFICE OF THE STANDING CHAPTER 13 TRUSTEE

Please fax or email a TYPED or PRINTED copy of this contract to:

OFFICE OF THE STANDING TRUSTEE

Fax: (616) 454-9798

Email: jodie@clarkch13.com
