

INFORMATION ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between Nancy J. Whaley, Standing Chapter 13 Trustee, 303 Peachtree Center Ave., Suite 120, Atlanta, Georgia 30303 (“Chapter 13”) and _____, _____ (“User/Corporation”).

RECITALS

- A. The Chapter 13 Trustee has duties under the Federal Bankruptcy Code Section 11 U.S.C. Section 1302(b) to furnish information relating to the Chapter 13 Bankruptcy cases administered by the Trustee’s office.

- B. The Chapter 13 Trustee maintains a Website and a BBS dial up type access system (Collectively referred to as the "System") which has the capacity to allow interested persons to have remote access, via internet or dialup, to the computerized information, records and data (the "Information") used by the Chapter 13 Trustee's office in processing and administering the Chapter 13 Bankruptcy cases for which it is responsible. The Chapter 13 Trustee desires to afford to interested parties access to the information in an effort to expedite the flow of information between the Chapter 13 Trustee's office and Chapter 13 practitioners and other parties in interest.

- C. User desires to avail itself of the service offered by the Chapter 13 Trustee's office, 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 Information and the System from time to time upon and subject to the terms, conditions, disclaimers and limitations set forth below. To induce the Chapter 13 Trustee to provide access to the Information and the System, 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 System are:

Login: _____
Password: _____

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 the Chapter 13 Trustee: The sole understanding of the Chapter 13 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.

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3. Limitation on Use of Information: The Information is furnished by the Chapter 13 Trustee's office, 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's office shall have at all times the sole and exclusive right to custody and control of the Information. User shall not (a) use, or supply any third party to use, the Information for any unlawful, tortuous or malicious use; or (b) use, or supply 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 the Chapter 13 Trustee's office with respect to inquiries or problems relating to the System. 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 System by, through or under User, to attend one or more training sessions with respect to the System.

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 computer. 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, if applicable.

6. Regulation by the Chapter 13 Trustee: User expressly acknowledges and agrees that the Chapter 13 Trustee may at any time exercise control over the System 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. Schedules, time limits and timetables governing use of the System;
- b. Interruption or temporary termination of User's access to the System 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's access to the System in the event the User is connected to the System and inactive for periods of time deemed excessive by the Chapter 13 Trustee;
- d. Termination and removal from the System of users who do not use the System for periods of time deemed appropriate by the Chapter 13 Trustee; and
- e. Such other rules, regulations, guidelines and restrictions as the Chapter 13 Trustee deems necessary or appropriate for any reason whatsoever.

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

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

a. Is comprised of data from the Chapter 13 Trustee's office computerized data base that has been transferred to a separate computer within 24 hours 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's office;

b. Has, in many cases, been provided to the Chapter 13 Trustee's office 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's office with respect to any particular case;

d. May not reflect the most current information that has been received by the Chapter 13 Trustee's office or filed with the Court.

Accordingly, the Chapter 13 Trustee's office 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 Chapter 13 Trustee's office 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 Court's dockets, pleadings files, claims registers, etc.).

9. Indemnification: User hereby expressly agrees, notwithstanding any negligence or alleged negligence on the part of the Chapter 13 Trustee's office, to indemnify and hold the Chapter 13 Trustee's office, the Chapter 13 Standing Trustee for the Northern District of Georgia, and their 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 System by, User, or any person gaining access to the Information or the System by or through the consent, acquiescence or negligence of User or its agents, servants, licenses or employees.

10. Admissibility of Information: The Chapter 13 Trustee's office makes no representation or warranty of any kind as to the admissibility of the Information as evidence in any judicial or administrative proceeding.

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11. "Dedicated" Modem: The Chapter 13 Trustee's office may allow User to provide for connection to the System through a "dedicated" modem and telephone line. In such event, User shall be responsible for providing a functioning modem IP connection that is compatible with and configured for the System and shall pay in advance all telephone installation and line charges applicable to the use of the modem. In the event, The Chapter 13 Trustee's office is unable to provide a sufficient number of computer ports to serve all users desiring dedicated modems, the Chapter 13 Trustee may require User to share its modem and telephone line (and the cost thereof) with other users.

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 and access to the Information and the System at any time without notice if, in the Chapter 13 Trustee's sole judgment, User is not using the Information or the System in good faith, is misusing or abusing the Information or the System or the access afforded thereof under this Agreement, or is in breach or violation of any of the terms provisions of the Agreement.

EXECUTED this _____ day of _____, 20__.

**OFFICE OF THE STANDING
CHAPTER 13 TRUSTEE**

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YOU MUST HAVE AT LEAST 2 OPEN CASES IN OUR OFFICE IN WHICH YOU ARE A PARTY IN INTEREST, FAILURE TO PROVIDE 2 CASE NUMBERS WILL PREVENT YOU FROM BEING GRANTED ACCESS TO THE WEBSITE.

Indicate below two open cases in our office in which you are a party in interest:

Case# _____ Case# _____

USER/Corporation: _____

BY: _____
(Authorized signature)

Address: _____

Phone: _____

Fax: _____

E-Mail address (login information will only be sent via email)
