

***Please complete this agreement only if you a creditor or party in interest in a Chapter 13 case.**

**Thomas Powers
Standing Chapter 13 Trustee
Dallas, Texas
Email: sybl@dallasch13.com
Fax # (214) 965-0758**

INTERNET INFORMATION ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between THOMAS POWERS, OFFICE OF THE STANDING CHAPTER 13 TRUSTEE, 105 Decker Ct, Suite 1150, Irving, TX 75062 and

_____ (“USER”) whose address for notice is:

Phone: _____ Fax: _____

Email Address: _____

Recitals

- A. The Chapter 13 Trustee has duties under the Federal Bankruptcy Code to furnish information relating to the Chapter 13 Bankruptcy cases administered.
- B. The Chapter 13 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 Chapter 13 Trustee in processing and administering the Chapter 13 bankruptcy cases for which it is responsible, and the Chapter 13 Trustee desires to afford to parties in interest access to the Information in an effort to expedite the flow of information between the Chapter 13 Trustee and Chapter 13 practitioners.
- C. User desires to avail itself of the 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 Information and the Website 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 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 Chapter 13 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 3 and 8 characters (A-Z only, 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 4 and 8 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 which might be identifiable with you or any member of your office

Requested Login: _____

Requested Password: _____

2. **Limited Undertaking of the Chapter 13 Trustee :** The sole undertaking 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.

3. **Limitation on Use of Information:** The Information 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 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 Chapter 13 with respect to inquiries or problems relating to the Website. The initial contact person for User shall be:

Contact Person: _____

Address: _____

Phone Number: _____

Fax Number: _____

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 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.

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 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 Chapter 13 Trustee for purposes of security, systems administration or any other purpose;

b. Such other rules, regulations, guidelines and restrictions as the Chapter 13 Trustee deems necessary or appropriate for any reason whatsoever.

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 on the Website.

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

a. Is comprised of data from the Chapter 13 Trustee's computerized database that has been transferred to an internet site, in general, one to four 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 staff with respect to any particular case;

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 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 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.)

9. **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 Standing Trustees, for the Northern District of Texas, 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 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. **Admissibility of Information:** The Chapter 13 Trustee makes no representation or warranty of any kind as to the admissibility of the Information as evidence in any judicial or administrative proceeding.

11. **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 Website at any time without notice if, in the Chapter 13 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.

EXECUTED this _____ day of _____, _____.

OFFICE OF THE STANDING CHAPTER 13 TRUSTEE

By: _____

IT Administrator

USER

Name: _____

By: _____

SIGNATURE OF USER REPRESENTATIVE

Title

Please fax a executed copy of this contract to the IT Department at (214) 965-0758