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Welcome to the National Data Center getting started tutorial

Print

You have taken the right step, and we're here to help.

Benefits of setting up a NDC account:

- · Access your Chapter 13 bankruptcy information online.
- · Helpful answers to frequently asked questions.
- · A quick glance at the page may save you a call to your lawyer or trustee office.
- · Provides you the information you need to stay informed about your Chapter 13 bankruptcy case.
- · Keep yourself on track during your payment plan.
- · Ensure that you will have no surprises.

This shouldn't take too long to set-up your account. If you have all your materials we estimate about 10 minutes.

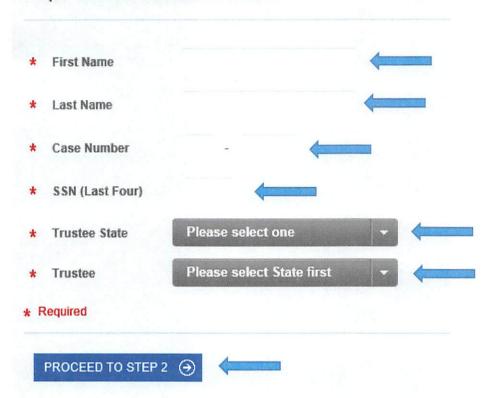
What you'll need:

- · Your full name
- · Your bankruptcy case number
- · The last four digits of your social security number
- · Your Trustee's name
- . A creditor name from the list of creditors on your bankruptcy case, so It might be helpful to have any documents relating to the creditors available

If you have everything required to set-up your account, let's get started

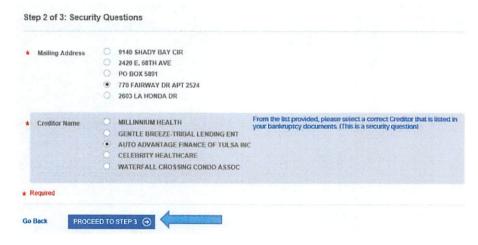
PROCEED TO STEP 1 ⊕

Step 1 of 3: Enter Case Information



Click the Blue Button "Proceed to Step 2"

Ask the Debtors to Make the selections or check the Case for the requested information



Click the Blue Button "Proceed to Step 3"



Forgot Username? Forgot Password?

	Valid passwords must be at least eight characters long, contain at least one letter, and contain at least one number. Passwords are case sensitive.
*	Username
*	Confirm Username
^	Committation
*	Password
	Password strength:
*	Confirm Password
^	Collinii Fassword
*	E-mail
*	Confirm e-mail
	Immediate Email (Payment Received, NSF charge)
	Monthly Email (summary of monthly alerts, progress on my case, sent around the first of the month)
R	Required



lisemame

Password

(1) Log In

Save Username

Forgot Username? Forgot Password?

Terms and Conditions

DEBTOR - TERMS AND CONDITIONS

Welcome to National Data Center ("NDC"). NDC provides parties-in-interest with access to a comprehensive web-based central source ("Website") for Chapter 13 Bankruptcy case and claim data ("Chapter 13 Data") supplied directly from the individual offices of Chapter 13 Trustees (the "Service"). NDC is operated by National Data Center, Inc., a 501(c)(6) non-profit corporation. In this document, when we use the term "we" or "us" or "our" it is a reference to such corporation.

Please read these terms and conditions carefully because they constitute a binding agreement between you and us and govern your use of the website that links to these terms and conditions. By clicking the "I accept", "Join Now", "Sign up" or similar, on our website, you agree to follow and be bound by the terms and conditions of this agreement, which may be updated by us from time to time without notice to you. In addition, you and we shall be subject to any posted guidelines or rules applicable to the service which may be posted from time to time.

DESCRIPTION OF SERVICE

We currently will provide you with access to your Chapter 13 Bankruptcy case information supplied directly from your Chapter 13 Trustee (the "Service"). You understand and agree that the Service may include certain communications from us and the Chapter 13 Trustee, such as service announcements, administrative messages and the NDC Newsletter, reports, reminders and other information, and that these communications are considered part of your membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new NDC service, shall be subject to this Agreement. You understand and agree that the Service is provided "AS-IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

QUALIFICATION TO USE SERVICE

To register to use the Service you must be a debtor in a Chapter 13 Bankruptcy Case or a person authorized to access the Chapter 13 Data on Debtor's behalf.

REGISTRATION

You will receive a password and account designation upon completing the registration process for the Service. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this Section

You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (such information being the "Registration Data"), and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete,

You agree to provide your email address and an updated email address when appropriate to us and you acknowledge and authorize the NDC and your Chapter 13 Trustee to send you certain communications as set forth in paragraph (1) above.

COMMUNICATIONS FROM US

You understand and agree that the Service may include certain communications from us and the Chapter 13 Trustee, such as service announcements, administrative messages and the NDC Newsletter, reports, reminders and other information, and that these communications are considered part of the NDC membership and you will not be able to opt out of receiving them.

4. FEES AND COSTS

There is no fee for you utilizing the Services. However, you are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airlime charges). You are responsible for those fees. In addition, you must provide and are responsible for all equipment necessary to access the Service.

RESTRICTIONS ON USE OF SERVICE

You agree not to use the Service, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to us under this Agreement, we reserve the right to remove or disable access to any material that violates the foregoing restrictions. We shall have no liability to you in the event that we take such action. You agree to defend and indemnify us against any claim arising out of a violation of your obligations under this section.

You represent and warrant that you are not obtaining any Chapter 13 Data regarding a Chapter 13 bankruptcy case in which you are not a Debtor.

6. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

7. GENERAL PRACTICES REGARDING USE OF SERVICE

You acknowledge that we may establish general practices and limits concerning use of the Service, including the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You acknowledge that we reserve the right to log off accounts that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in its sole discretion, with or without notice. Also, we reserve the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Further, you acknowledge and agree that we may preserve any content uploaded, emailed, posted, published or otherwise transmitted by you, and may disclose such content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
(a) comply with legal process; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of NDC, its users and the public.

8. OWNERSHIP

The Website and its original content, features and functionality, including, without limitation, the Service and the software utilized in connection therewith ("Software"), are owned by us and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. We retain all ownership and intellectual property rights therein. Except as expressly authorized by us, you agree not to reproduce, duplicate, copy, modify, rent, lease, loan, sell, assign, sublicense, distribute, or exploit for any commercial purposes, the Service, use of the Service or access to the Service, or create derivative works based on the Service or the Software reverse assemble or otherwise attempt to discover any source code with respect to, the Software, in whole or in part. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by us for use in accessing the Service.

We retain all ownership and intellectual property rights in and to all data in the form provided by us.. Subject to the terms of this Agreement, you hereby unconditionally and irrevocably grant to us, with respect to any data produced by you in connection with the use of the Service, a non-exclusive, royalty-free, worldwide irrevocable and perpetual license to (a) collect, store, transmit, modify and create derivative works of your data, in each case solely to the extent necessary to provide the Service, (b) use and incorporate into the Service any suggestions, enhancement requests, recommendations and/or other feedback provided by you, relating to the operation of the Service and the Software, and (c) thereafter use, display, distribute, copy and otherwise exploit the same in the Service in our sole discretion.

9. TERMINATION

You agree that we may, without prior notice, immediately terminate your NDC account and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms and Conditions or other incorporated agreements or guidelines (including, without limitation, you no longer meeting the qualifications to access the Service), (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical issues or problems.

Termination of your NDC account includes: removal of access to all offerings within the Service, deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and barring further use of the Service. Further, you agree that all terminations shall be made in NDC's sole discretion and that NDC shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Service.

Any Chapter 13 trustee may, at their discretion, terminate your access to those cases under their administration.

10. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associates with such dealings, are solely between you and such advertiser. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

11. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

Your use of the service is at your sole risk. The service is provided on an "AS-IS" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

The data we provide is created by the case trustees and the content is not in any way created by the NDC. While we make every effort to insure timely delivery of up to date information, we make no warranty that (a) the service will meet your requirements, (b) the service will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the service will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (e) any errors in the software will be corrected.

Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from us or through or from the service shall create any warranty not expressly stated in these terms and conditions.

12. LIMITATION OF LIABILITY

You expressly understand and agree that we shall not be liable for any direct, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), resulting from (a) the use or the inability to use the service; (b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the service; or (e) any other matter relating to the service.

13. CHOICE OF LAW; ARBITRATION

This agreement will be governed by and construed in accordance with the laws of the State of California, which are intended to supersede any choice of laws rules, which might require the application of the laws of another jurisdiction. The parties will resolve any dispute arising out or relating to this agreement in the following manner. To initiate a dispute resolution, one party must deliver to the other a written dispute notice with a brief description of the disputed issues. Then, during the thirty (30) day period immediately following the date that the other party receives the dispute resolution notice, the parties will meet and negotiate to resolve the dispute(s) at issue. Any and all disputes that the parties are unable to resolve during any such thirty (30) calendar day period shall be decided by binding, final arbitration in the county in which the office of the NDC is currently located, in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") before a single neutral arbitrator having at least ten (10) years' experience with respect to agreements of the type contained herein. The arbitrator shall be agreed upon by the parties, but if the parties are unable to agree on an arbitrator, the arbitrator shall be appointed by AAA. The arbitrator shall be selected within five (5) business days following the initiation of the arbitration proceeding by either party and the arbitrator shall make a final ruling within ninety (90) calendar days after the date of his or her appointment. The arbitrator's decision shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to the appropriate California Court, which may be made ex parte, for confirmation and enforcement of the decision. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the resolution of a controversy or claim by arbitration.

14. INDEMNIFICATION

You agree to indemnify, defend and hold us harmless, from and against any and all losses, costs, liabilities, obligations, damages, deficiencies, expenses, actions, suits, proceedings, demands, assessments and/or judgments, including reasonable attorneys' fees, that are caused by, or result or arise from, any breach of these Terms and Conditions by you or the use of the Software or Service or Website by you or any other person using the Software or Service or Website under your password regardless of whether you gave such person permission to do so.

15. PRIVACY POLICY

In performing the Services we will comply with the NDC Service Privacy Policy, which is available at and incorporated herein by reference. The NDC Services Privacy Policy is subject to change at our discretion; however, our policy changes will not result in a material reduction in thelevel of protection provided for your data during the term hereof.

You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

16. SERVICE TOOLS

We may use tools, scripts, software and utilities (collectively, the "tools") to monitor and administer the Service and to help resolve your Service requests. The tools will not collect, report or store any of your data residing in the Service environment, except as necessary to troubleshoot Service requests or other problems in the Service. Data collected by the tools (excluding production data) also may be used to assist in managing our product and service portfolio and for license management.

If we provide you with access to or use of any tools in connection with the Service, your right to use such tools is governed by the license terms that we specify for such tools; however, if we do not specify license terms for such tools, you shall have a non-transferable, non-exclusive, limited right to use such tools solely to facilitate your administration and monitoring of your Service environment, subject to the terms of this Agreement. Any such tools are provided by us on an "AS-IS" basis and we do not provide technical support or offer any warranties for such tools. Your right to use such tools will terminate upon the earlier of our notice (which may be through posting on https://supportNDC.org or such other URL designated by us), the end of the Service term, or the date that the license to use such tools ends under the license terms specified for such tools.

You agree that (a) except as set forth in the foregoing paragraphs, you may not access or use the tools, and (b) you will not use or restore the tools from any tape backup at any time following termination of the agreement.

17 GENERAL CONTRACTUAL PROVISIONS

The Terms and Conditions contained herein constitute the entire agreement between you and us and govern your use of the Service, superseding any prior agreements between you and us. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The Terms and Conditions and the relationship between you and us shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and we agree to submit to the personal and exclusive jurisdiction of the courts located within the county in which the office of the NDC is currently located. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found to be invalid, you and we nevertheless agree that the tribunal making such determination should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect. You and we agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect.

18. VIOLATIONS

Please report any violations of the Terms and Conditions to:

National Data Center websupport@ndc.org (866) 938-3639