

**OFFICE OF THE CHAPTER 13 TRUSTEE
WESTERN DISTRICT OF MISSOURI
Website Access Agreement v.2**

This agreement is made and entered into by and between the Standing Chapter 13 Trustee for the Western District of Missouri (hereinafter referred to as "Trustee"), and the "User" (as identified on page 4).

WHEREAS, The Trustee is a duly appointed Standing Chapter 13 Trustee for the Western District of Missouri, vested with the duties as set forth in 11 U.S.C. Section 1302(b), including the duty to furnish information concerning debtors' estates and the administration of the estates to parties-in-interest. The Trustee maintains certain Chapter 13 case information (hereinafter "Chapter 13 Data") in computerized form on the Internet at www.13Network.com (hereinafter "13Network"). The Trustee permits approved 13Network access to User for the purpose of viewing and inspecting Chapter 13 Data of debtors for selected information regarding receipts and disbursements of funds for cases in which User is a party-in-interest.

WHEREAS, User desires access to 13Network to view and inspect selected Chapter 13 Data for cases in which it is a party-in-interest.

THEREFORE, in consideration of the mutual promises and covenants contained in this agreement and the satisfactory performance of all conditions stated, the parties agree to the following:

1. **ACCESS TO 13NETWORK:** User is hereby granted access to the Trustee's site on 13Network to review Chapter 13 Data for Chapter 13 cases in which User is a party-in-interest or authorized legal representative of a party-in-interest.
2. **LIMITATIONS ON ACCESS AND USE:** User hereby acknowledges and agrees to the following limitations on access and use:
 - a. **PERMITTED USES:** User certifies and warrants that it will only access and review Chapter 13 Data from 13Network in connection with its role as a party-in-interest or authorized legal representative of a party-in-interest. Access and use shall be for the sole purpose of viewing and inspecting the Chapter 13 Data under the control and custody of the Trustee, and User shall neither make nor attempt to make any data entry changes or modification to Chapter 13 Data.
 - b. **AUTHORIZED PERSONS:** User shall employ and maintain adequate security procedures to protect the confidentiality of Chapter 13 Data obtained from 13Network, meaning that User shall ensure that only employees or other persons who are expressly authorized by User to use such Chapter 13 Data, and who have a legitimate need to access such Chapter 13 Data in performing duties for User, will have access to Chapter 13 Data obtained from 13Network (hereinafter "Authorized Persons").
 - c. **USER DATABASE:** User may use the Chapter 13 Data to establish and maintain a database that is accessible only by User or Authorized Persons and that is only used for purposes consistent with this agreement. User also agrees that it will not, either directly or indirectly, compile, store, maintain or use the Chapter 13 Data to build a database that is accessible by persons other than User or Authorized Persons or that is used for purposes that are inconsistent with this Agreement.
 - d. **LIMITATION ON TAKING LEGAL ACTION BASED ON CHAPTER 13 DATA:** 13Network only contains limited facts regarding a Chapter 13 case, and 13Network shall not be used to draw legal conclusions regarding a Chapter 13 case (i.e. the debtor is delinquent or the debtor has violated a stipulation or order). Therefore, User shall not take any legal action against a Chapter 13 debtor or the Trustee, including the filing of any motion, pleading or other legal document or paper, based solely on information obtained from 13Network.

- e. **MANNER OF USE:** Chapter 13 Data will be accessed and used by the User only in the manner expressly authorized and permitted by the Trustee. User agrees that it will neither use nor permit use of the 13Network in any manner or for any purpose which is not authorized by the Trustee, which is unlawful or which is likely to cause damage to or disrepair Chapter 13 Data or the Trustee's site on 13Network.
 - f. **PROHIBITED USES OF CHAPTER 13 DATA:** User shall not use Chapter 13 Data from 13Network for any of the following purposes:
 - i. Accessing Chapter 13 Data for a bankruptcy case in which User is not a party-in-interest or authorized legal representative of a party-in-interest.
 - ii. Obtaining or using Chapter 13 Data in connection with potential credit extensions, insurance, employment or the offering of other goods or services to a Chapter 13 debtor.
 - iii. Obtaining or using Chapter 13 Data for marketing, solicitations, advertising or similar purposes regarding a Chapter 13 debtor.
 - iv. Obtaining or using Chapter 13 Data for a purpose prohibited by law.
3. **CUSTODY AND CONTROL OF CHAPTER 13 DATA:** User hereby expressly acknowledges and agrees that the Chapter 13 Data for which access is provided under this agreement is and shall remain under the control and custody of the Trustee, and access is provided pursuant to the terms of this agreement and all reasonable and necessary rules and procedures adopted by the Trustee.
- User, further, expressly acknowledges and agrees that while accessing, viewing, and using the Chapter 13 Data, the User shall be under the same duties, responsibilities and obligations as the Trustee to protect and carefully keep and preserve the Chapter 13 Data, subject to the same penalties for any violation of those duties and obligations.
4. **CONDITIONS FOR USE AND ACCESS/EQUIPMENT AND CONNECTIONS:** The User shall obtain and supply, at its sole cost, all equipment, including computer, peripherals, modems, software and connections and shall be responsible for and pay any and all other fees or costs necessary to implement this agreement.
5. **TERM AND TERMINATION OF AGREEMENT:** This agreement shall continue until it is terminated. This agreement may be terminated by either the Trustee or User without cause and without notice.
6. **INDEMNIFICATION:** User hereby agrees to indemnify the Trustee and hold Trustee harmless from any claims, demands or costs of any kind arising out of or relating to use and access provided under this agreement, caused or claimed to be caused by any act or failure of User.
7. **ASSIGNMENT, TRANSFER OR SUBCONTRACT:** This agreement shall not be assigned or transferred. Use or access provided under this agreement shall not be subcontracted, co-opted, or allowed to any other person, firm or other legal entity without the express written consent of the Trustee. Such consent may be conditioned upon such terms and conditions as the Trustee may reasonably require.
8. **DISCLAIMERS AND LIMITATIONS OF LIABILITY:**
- a. **NO WARRANTIES:** The Trustee hereby expressly disclaims any expressed or implied warranties of the software program, computer equipment or computer, and User hereby expressly assumes all risk related to the use and access provided under this agreement.

b. **NO REPRESENTATIONS CONCERNING ACCURACY OR COMPLETENESS OF CHAPTER 13 DATA:** The Trustee hereby expressly disclaims any representation or assurance concerning the accuracy, completeness or substantive nature of the Chapter 13 Data on 13Network. The User hereby acknowledges this disclaimer and waives any claim or reliance upon such representations or assurances.

c. **NO LIABILITY FOR ERRORS OR FAILURES:** The Trustee shall not be liable in any manner under this agreement for any error, inaccuracy or incomplete information contained in the Chapter 13 Data for which access is provided. 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.

FURTHER, the Trustee shall not be liable in any manner under this agreement for any failure, malfunction, or other delay, inconvenience, or inability of the computer system, software or equipment. User hereby expressly releases the Trustee from any claim, demand, or suit arising from or as a result of any such failure, malfunction, or other delay.

d. **NO WARRANTY AS TO THE CURRENT DATA OR INFORMATION:** The Trustee's Chapter 13 Data is as current as possible, depending on computer issues, work flow, holidays, weekends, restraints on the Trustee and any elements or factors outside the control of the Trustee.

Claim balances are only approximated due to the aforementioned conditions, recent receipts or disbursements, claim changes, court orders, or accruing interest. Exact case payoff amounts must be obtained upon motion to and order of the bankruptcy court.

e. **ADMISSIBILITY AS EVIDENCE** - The Trustee makes no representation that the Chapter 13 Data available by accessing the Trustee's Website will be admissible in court as hearsay exception pursuant to Rule 803 of the Federal Rules of Evidence.

9. **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.

**OFFICE OF THE CHAPTER 13 TRUSTEE
WESTERN DISTRICT OF MISSOURI**

**WEB ACCESS AGREEMENT v.2
FOR www.13Network.com**

**For use by attorneys and creditors who are parties in interest
in active Chapter 13 cases in the Western District of Missouri**

User shall mail an original of this signed and dated agreement to The Office of the Chapter 13 Trustee at the address listed below. No faxed copies will be accepted. Upon receipt of this form and subsequent determination that the entity requesting access is in fact a party in interest in the active case listed below, User information will be loaded and access provided. The Trustee will return a copy of this agreement to the User if a stamped, self-addressed envelope is provided.

PLEASE TYPE OR PRINT CLEARLY

FIRM OR COMPANY NAME: _____

**CASE NUMBER FOR WHICH FIRM
OR COMPANY IS A PARTY IN INTEREST:** _____

AUTHORIZED USER'S NAME: _____

TITLE OR POSITION: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED USER'S SIGNATURE: _____

**ADDITIONAL USERS FOR WHOM
AUTHORIZED USER IS RESPONSIBLE:** _____

**CREATE YOUR OWN LOGIN AND PASSWORD.
THE LOGIN AND PASSWORD CANNOT BE THE SAME.**

LOGIN: _____
(6 TO 10 alpha-numeric characters)

PASSWORD: _____
(6 to 10 alpha-numeric characters)

**Mail, do not fax, this form to:
Office of the Chapter 13 Trustee
2345 Grand Blvd., Ste. 1200
Kansas City, MO 64108-2663**

Authorized by: _____ **Date:** _____
(Office of the Chapter 13 Trustee) (Office of the Chapter 13 Trustee)

KEEP A COPY OF THIS DOCUMENT.