

**Kathleen A. McCallister, Standing Chapter 13 Trustee
PO Box 1150, Meridian, ID 83680
Telephone # (208) 922-5100 --- Fax # (208) 922-5599**

13 NETWORK ACCESS AGREEMENT

This agreement is made and entered into by and between Kathleen A. McCallister, Chapter 13 Standing Trustee (hereinafter referred to as TRUSTEE), and _____ (enter name of user)(hereinafter referred to as the USER).

- A. The Trustee is a duly appointed Chapter 13 Standing Trustee for the District of Idaho, 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 these estates. The Trustee maintains records and files in computerized form (the Information). The Trustee permits approved internet access to the user for the purpose of viewing and inspecting files of debtors for selected information regarding receipts and disbursements of funds to those who are a party in interest. The Trustee's website is www.bankruptcylink.com . The user will need to click on chapter 13 and then locate the trustee by state and then put in their password. The passwords are case sensitive and must be upper case.

- B. 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 subject to the terms, conditions, disclaimers and limitations, set forth below. User hereby acknowledges and agrees as follows:

1. **Login and Password:** The user requests the following logon and password. The login can be up to 8 characters (A-Z and/or 0-9, no spaces). Only one login per office will be provided. The password can be up to 8 characters (A-Z and/or 0-9, no spaces). User shall keep the login and password confidential. The Trustee reserves the right to alter or eliminate user's login or password at any time, without prior notice.

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 intentional 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, tortuous 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 accessing the Information. The initial contact person for User shall be:

Company Name: _____

Contact Name: _____

Contact Title: _____

Address: _____

City State Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

You are required to provide at least one case number in which you are a party.

Case Name: _____

Case Number: _____

5. Responsibility for Equipment: User shall obtain and maintain, at its sole cost and expense, all equipment, including computers, peripherals, modems, printers, software and connections used by it to connect to or gain access to the information provided by the Trustee. User assumes all risk of loss or damage to all such equipment or property.

6. Regulation by the Trustee: User expressly acknowledges and agrees that the Trustee may at any time exercise control over the Information and/or implement and enforce, without notice, such rules, regulations, guidelines and restrictions as the Trustee 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 Information when and as deemed necessary by the Trustee for purposes of security, systems administrator of 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, alter or modify in any respect the Information or any information, data, instructions, commands or programs stored or contained in or generated on the 13 Network 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, one to four business days after 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 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;
- d. May not reflect the most current information that has been received by the Trustee or filed with the Court.

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 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 Trustee, to indemnify and hold the Trustee, and the Trustee's successor(s), agents, and employees from any and all loss, liability, cost of expense arising out of or related to a breach of this Agreement by, or the use or misuse of the Information or the 13 Network Website by, User, or any person gaining access to the Information or the 13 Network Website by or through the consent, acquiescence or negligence of User or its agents, licensees or employees.

10. Admissibility of Information: The 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) day's 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 13 Network 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 _____, 200__.

OFFICE OF THE STANDING CHAPTER 13 TRUSTEE

By: Kathleen A. McCallister, Chapter 13 Trustee

SIGNATURE OF USER REPRESENTATIVE

Title _____

How are you a party in interest?

**Please fax a copy of this agreement to Kathleen A. McCallister, Chapter 13 Trustee
at (208) 922-5599.**