ROBIN R. WEINER, ESQUIRE

STANDING CHAPTER 13 TRUSTEE

Website Access Agreement

This agreement is made and entered into by and between Robin R. Weiner, Standing Chapter 13 Trustee (hereinafter referred to as TRUSTEE), and _____ (hereinafter referred to as USER).

The Trustee is a duly appointed Standing Chapter 13 Trustee for the Southern District of Florida, vested with the duties as set forth in 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 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.

The User desires Internet access to view and inspect these selected files.

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

1. **INTERNET ACCESS TO RECORDS** - The User shall be entitled to and the Trustee shall provide Internet access to selected records and data maintained by the Trustee.

2. **LIMITATIONS ON ACCESS AND USE** - User hereby acknowledges and agrees to Internet access.

   PURPOSE - Shall be for the sole purpose of viewing and inspecting the selected data and records under the control and custody of the Trustee, and User shall neither make nor attempt to make any data entry changes or modification to any record or data.

   USE - Is provided solely for the use of the User in User's business. User hereby expressly agrees that it will not use nor allow the use of records, data, or information obtained through the Internet access for the purpose of solicitation or any other use or practice not specifically permitted by this agreement.

   MANNER - 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 Website in any manner or for any purpose which is not authorized by the Trustee or which is unlawful or which is likely to cause damage or disrepair to the equipment, software, records or Website of the Trustee.

3. **CUSTODY AND CONTROL OF RECORDS** - User hereby expressly acknowledges and agrees that the records and data for which access is provided under this agreement are and shall remain under the control and custody of the Trustee, and access is provided only under the direct supervision of the Trustee, 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 Trustee's selected records, the User shall be under the same duties, responsibilities, and obligations as the Trustee to protect and carefully keep and preserve the records, subject to the same penalties for any violation of those duties and obligations.

4. **CONDITIONS FOR USE AND ACCESS**

   A. **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. **TERMS OF AGREEMENT** - This agreement shall continue until such time as it is terminated pursuant to the provision in the following subsection.

6. **TERMINATION** - This agreement may be terminated by either the Trustee or the User, at any time, for any reason whatsoever, without notice.

7. **INDEMNIFICATION** - User shall and hereby agrees to indemnify the Trustee for, and to 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.

8. **ASSIGNMENT OR SUBCONTRACT** - This agreement shall not be assigned, nor shall any use or access provided under this agreement 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.

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.

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 RECORDS** - The Trustee hereby expressly disclaims any representation or assurance concerning the accuracy, completeness or substantive nature of any data to which access is being provided. 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 records 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 data and information available in the Trustee's records is as current as possible, depending on the work flow, holidays, weekends, restraints on the Trustee, and any elements or factors outside the control of the Trustee.
   Balances are only approximated due to the aforementioned conditions, recent receipts or disbursements, claim changes, court orders, or accruing interest. Exact payoff amounts must be obtained from the Trustee's office by specific written requests.

E. **ADMISSIBILITY AS EVIDENCE** - The Trustee makes no representation that the data and information available by accessing the Trustee's Website will be admissible in court as a hearsay exception pursuant to Rule 803 of the Federal Rules of Evidence.

ATTORNEY & CREDITOR ACCESS AGREEMENT

User shall e-mail a copy of this signed and dated access agreement to access@ch13weiner.com or mail it to the address listed below. **No faxed copies will be accepted**. Upon receipt, the Systems Manager will promptly assign the User a Login ID and Password. The Trustee will sign and e-mail or mail the login information to the User.

(Please print clearly)

COMPANY NAME: _____

AUTHORIZED USER NAME: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

AUTHORIZED USER SIGNATURE: _____

ADDITIONAL CREDITORS AND ADDRESSES
(If possible, please include at least one Case Number you need access to)

_____

_____

_____

Mail to the office of:

Robin R. Weiner, Esquire
Standing Chapter 13 Trustee
Attn: Systems Manager
Post Office Box 559007
Fort Lauderdale, FL 33355-9007