

INTERNET ACCESS AGREEMENT

STUART C. COX
Chapter 13 Standing Trustee
Western District of Texas
El Paso Division

ALL INFORMATION MUST BE TYPED ONLY, AND THIS AGREEMENT MUST BE COMPLETED IN ITS ENTIRETY . ANY INCOMPLETE AGREEMENT WILL BE DENIED ACCESS.

USER/COMPANY: _____

This agreement is made and entered into by and between Stuart C. Cox, Chapter 13 Standing Trustee (hereinafter referred to as "Trustee") and the User stated above (hereinafter referred to as the "User").

The Trustee is the duly appointed Chapter 13 Standing Trustee for the Western District of Texas, El Paso Division, vested with the duties as set forth in the USC 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 will permit Internet access ("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 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 that:

1. **LOGIN AND PASSWORD.** The Login will be assigned to User for access to the Website once agreement is executed. The 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)**. 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. **INTERNET ACCESS TO RECORDS.** The User will be allowed Internet access to selected records and data maintained by the Trustee in cases involving the User. User acknowledges that his/her access is limited to files in which it is a party in interest. Please specify below the creditor name(s) and/or case number(s) in which you are a party of interest. Please note that access will be granted only once interest in particular case/cases is verified. Please attach a separate sheet should additional space be needed.

Case Number(s) _____

Creditor Name(s) _____

3. **LIMITATIONS ON ACCESS AND USE.** User hereby acknowledges and agrees to use Internet access under the terms and conditions imposed by the Trustee.

PURPOSE. The purpose of the Internet access 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 an attempt to make any data entry changes or modifications to any record or data.

USE. The information is furnished by the 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 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.

MANNER. Internet access may be used by User only in the manner expressly authorized and permitted by the Trustee. User agrees that it will neither use nor permit use of the Internet Access 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 or the company hosting the Website.

4. **CUSTODY AND CONTROL OF RECORDS.** User hereby expressly acknowledges and agrees that the record and data for which access is provided under this Agreement shall remain records under the control and custody of the Trustee, pursuant to the terms of this Agreement and all rules and procedures adopted by the Trustee.
User 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.
User further expressly acknowledges and agrees that the 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 Trustee for purposes of security, systems administration or any other purpose.
 - b. Such other rules, regulations, guidelines and restrictions as the Trustee deems necessary or appropriate for any reason whatsoever.
5. **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.
6. **TERMS OF AGREEMENT.** This Agreement shall continue until such time as it is terminated pursuant to the provision in the following subsection.
7. **TERMINATIONS.** This Agreement may be terminated by the Trustee or User, at any time, for any reason, without notice.
8. **INDEMNIFICATION.** User hereby expressly agrees, notwithstanding any negligence or alleged negligence on the part of the Trustee, to indemnify and hold harmless the Trustee and his 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 of 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.
9. **ASSIGNMENT OR SUBCONTRACT.** The User cannot assign this Agreement nor may 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, and such consent may be conditional upon such terms and conditions as the Trustee may reasonably require. Should this website be accessed by someone other than the User, a list of names **MUST** be attached to this agreement for approval by the Trustee. Failure to attach such a list will result in the **termination** of the Agreement.

10. **AUTHORIZATION.** The agent or agents signing this Internet Access agreement on behalf of the User represents that he or she is authorized to sign on behalf of the User.
11. **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 the Agreement. This Agreement may not be amended or modified, except in writing and signed by all parties. The User understands that this Agreement may differ from other Internet Access Agreements it has entered into with other bankruptcy trustees. The User understands that the Trustee may impose additional or different conditions for Internet Access than those required by other bankruptcy trustees.

12. DISCLAIMERS AND LIMITATIONS OF LIABILITY:

- a. **No Warranties.** The Trustee hereby expressly disclaims any express or implied warranties of the software program or computer equipment, and User hereby expressly assumes all risk related to the use and access provided under this Agreement.
- b. **No Representation Concerning Accuracy or Completeness of Records.** User understands and acknowledges that the Information:
 1. 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 of the close of business on any given Chapter 13 business day, and may not, therefore, represent the most timely or complete information available to the Trustee;
 2. 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;
 3. Does not necessarily reflect all work in process by the Trustee staff with respect to any particular case; and
 4. 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.

- 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, and 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.
- d. **No Warranty as to Current Data or Information.** The data and information available in the Trustee's records will be kept as current as possible, depending on work flow, holidays, weekends, restraints on the Trustee, acts of God, and any elements or factors outside the control of the Trustee.

Payoff 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 through the Trustee's office by specific written request.

e. Admissibility as Evidence. The Trustee makes no representation that the data and Information available by accessing the Trustee's Internet site will be admissible in Court as a hearsay exception pursuant to Rule 803 of the Federal Rules of Evidence.

13. **MONITORING.** The User agrees that the Trustee or his authorized representative may monitor the User's use of the Internet Access, including live monitoring, without the User's knowledge.

Executed this _____ day of _____, 2005

Daniel Marte for

USER

STUART C. COX
Standing Chapter 13 Trustee

By: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Phone #: _____

Fax #: _____

E-mail: _____

All inquiries should be directed to:

Daniel Marte
Systems Manager
Phone: 915-598-6769 Ext. 120
Fax: 915-598-9002
Email: dmarte@ch13elpaso.com

All correspondences from the Trustee's Office, once access is granted, will be made through email ONLY. Please be sure to include a **valid, working email address**, else **access will be denied**.