

INTERNET ACCESS AGREEMENT

EDWARD J. MANEY

CHAPTER 13 STANDING TRUSTEE

USER (Company or Business Name): _____

This agreement is made and entered into by and between Edward J. Maney, Chapter 13 Standing Trustee (hereinafter referred to as "TRUSTEE"), and the User stated above (enter name of user if an individual, or corporate name)(hereinafter referred to as "USER").

The Trustee is a duly appointed Chapter 13 Standing Trustee for the State of Arizona, 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 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) **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 its access is limited to files in which it is a party in interest. The Trustee's Internet Access does not supplant the Trustee's traditional methods of providing information to parties in interest, such as complying with telephonic or facsimile requests.

(2) **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 nor attempt to make any data entry changes or modifications to any record or data.

USE: The Trustee is providing Internet access solely for the use of 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. The User agrees to use none of the information for an unlawful purpose.

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.

(3) **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.

(4) **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 OF AGREEMENT.** This Agreement shall continue until such time as it is terminated pursuant to the provisions in the following subsection.

(6) **TERMINATION.** This Agreement may be terminated by the Trustee or User, at any time, for any reason, without notice.

(7) **INDEMNIFICATION.** User shall and hereby agrees to indemnify the Trustee for, and to hold Trustee harmless from any claims, demands, suits, damages 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.** 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 conditioned upon such terms and conditions as the Trustee may reasonably require.

(9) **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.

(10) **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. 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.

(11) **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. The Trustee hereby expressly disclaims any representation or assurance concerning the accuracy, completeness or substantive nature of any data to which access is provided and User hereby acknowledges this disclaimer and waives any claim or reliance upon such representation 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, including but not limited to representations regarding the status of debtor's case, and User hereby

expressly released 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, and 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 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 access the Trustee's Internet site will be admissible in Court as a heresay exception pursuant to Rule 803 of the Federal Rules of Evidence.

(12) **MONITORING AND OPERATION.** 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.

(13) By requesting access to the Trustee's case information, the User states that the User is a "party in interest" in several or more cases assigned to the Trustee.

(14) **SECURED OR PRIORITY CLAIMS.** The User acknowledges that Arizona Local Rule or Procedure 2038-10 requires that any claimant filing a secured or priority proof of claim in a Chapter 13 case must serve a copy of the claim upon the debtor's attorney (or the debtor if *pro se*) and the Chapter 13 Trustee. The User agrees to abide by Rule 2038-10, Arizona L.R.B.P.

(15) **CASES FILED IN COCONINO AND YAVAPAI COUNTIES.** Cases from Coconino and Yavapai Counties are filed in the Prescott division of the Arizona Bankruptcy Court. Rule 1071-1, L.R.B.P. Cases being heard in Prescott will have "PCT" in the case number.

Dated: _____, 200__.

Signature: _____

Internet Access Agreement - Edward J. Maney

The following information required of each person applying for access to the Account Information section of the Trustee's Website. This form may be used for up to five (5) different users.

Company or Business Name	
Address	
Primary Contact person	
Telephone No. of Contact Person	
Email Address of Contact Person	
Name & title of Each Individual User	
Signature of Each User or Authorized Agent	

After determining that the applicant is an allowed claimant, or represents an allowed claimant, in one or more cases, the Trustee will email your User ID name and assigned Password. Please mail your completed Internet Access Agreement to the Trustee. We will only accept signed, dated original Agreement forms. Mail the completed form to:

**Edward J. Maney, Trustee
101 N. First Ave. Suite 1775
Phoenix, AZ 85003**