INTERNET INFORMATION WEBSITE ACCESS AGREEMENT

Wayne Godare, Chapter 13 Standing Trustee, Portland, Oregon

This agreement is made and entered into this __ day of _____by and between Wayne Godare, Chapter 13 Standing Trustee, Portland, Oregon, or his successor, (hereinafter referred to as a TRUSTEE), and _____(enter name of user) (hereinafter referred to as the USER) whose address for notice is _____.

The parties hereto acknowledge that:

A. The Trustee is a duly appointed Chapter 13 Standing Trustee for the District of Portland - Oregon, vested with the duties as set forth in 11 USC Section 1302(b), including the duty to furnish information concerning debtors', estates and the administration of these estates.

B. The Trustee maintains records and files in computerized form accessible on the Internet at **www.trustee13.com**. The Trustee permits approved but restricted Internet access to users who are a party in interest to specific cases. Access is granted for the purpose of viewing and inspecting files of debtors for selected information regarding receipts and disbursements of funds.

C. The User desires Internet access to view and inspect these selected records and 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 as follows:

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. The login and password requested at the end of this Agreement will be assigned to User for access once this agreement is executed.

2**. LIMITATIONS FOR USE AND ACCESS –** User hereby acknowledges and agrees to Internet Access as follows:

> **a. PURPOSE** – Access and use 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.

b. USE – Access and use is provided 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 any unlawful, tortuous or malicious use, or any solicitation or any other use or practice not specifically permitted by this agreement.

c. MANNER – The records will be accessed and 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 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 or for any purpose other than information about a specific case to which the user has authorized access.

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 records under the control and custody of the Trustee. 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 now in effect and which may be later 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. 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 AND TERMINATION – This agreement shall continue until such time as it is terminated. This Agreement may be terminated by either the Trustee or by the User, at any time, for any reason whatsoever, without notice.

6. INDEMNIFICATION – To induce the Trustee to allow User said access and use, and in consideration for that access and use; User shall and hereby agrees to indemnify and hold harmless the Trustee, any future Trustee that might be appointed, his or her employees, their heirs, successors or assigns, past and present, from any claims, liens, demands, suits, causes of action, damages or costs, of any kind whatsoever, 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 or any third party who gains access or use through User.

7. 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, and 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 express 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 and 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, 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.

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.

User expressly agrees that use of the data and information available in the Trustee's records is at User's sole risk. Neither the Trustee nor its employees warrant that the service will be uninterrupted or error free, nor does the Trustee or its employees make any warranty as to the results to be obtained from use of the data and information.

THE DATA AND INFORMATION IS DISTRIBUTED ON AS "AS IS" BASIS WITHOUT WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d. NO WARRANTY AS TO CURRENT DATA OR INFORMATION
The data and information available in the Trustee's records is as current as possible, depending on work flow, holidays, weekends, restraints on the Trustee, 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 pay off amounts should be obtained through the Trustee's Office by specific written request.

9. ENTIRE AGREEMENT – The parties acknowledge that they have read this Internet Information Website Access Agreement in its entirety and accept it in its entirety. 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. In the event of a dispute regarding the terms of this Website Access Agreement, it is agreed that said dispute will be deemed a Core Proceeding as defined by 28 USC section 157 and will be deemed to have arisen under Title 11.

10. 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.

User shall mail a copy of this signed and dated Agreement to the Trustee, Attention: Hung Ng. Upon receipt, Trustee will promptly enter your login and password into the system. **A copy of this agreement will not be mailed back to you, so remember to write down your login and password.**

Executed this ___ day of _____, 20__.

_____   _____

User or Authorized Representative   Trustee or Authorized Representative

Enter Company Name:	_____
Enter Contact Name:	_____
Title:	_____
Address:	_____
City, State Zip	_____
Phone Number of Contact:	_____
Fax Number of Contact:	_____
E-Mail Address of Contact:	_____
Authorized Signature and Date:	_____

List all F/K/A and DBA. **PLEASE NOTE: MAKE SURE TO FILL IN THIS SECTION OR ATTACH A SEPARATE SHEET (IF NECESSARY) IDENTIFYING ALL NAMES YOUR FIRM OR COMPANY IS DOING BUSINESS UNDER OR IF YOU REPRESENT A CREDITOR PLEASE LIST ALL THE CREDITORS YOU REPRESENT. YOUR ACCESS TO CASES ON THE SYSTEM IS RESTRICTED TO THOSE IN WHICH YOU ARE A PARTY IN INTEREST BY YOUR TRUSTEE ASSIGNED CREDITOR NUMBER.**

Mail to attention of:	Hung Ng
	Wayne Godare, Trustee 222 SW Columbia Street Suite 1700 Portland, OR 97201
Or **email**:	hungn@portland13.com
	Internet Website: www.trustee13.com

What would you like your login to be?

Login: _____ (no more than 8 characters)

Password: _____ (no more than 8 characters)