

Instructions for Submission of Internet Information Access Agreement

Please complete the entire agreement and sign the agreement. If you do not, then it could further delay your ability to access the case status information.

Please check the boxes applicable to the type of cases you wish to receive access. We do also administer Chapter 12 Cases. If you need access to both, please check both boxes.

Under the section labeled Username and Password, you select the username and password which you would like to have. Please bear in mind, there are over 250 users currently enrolled. Please choose something other than "Creditor" or "Ocheskey" as these usernames have already been selected. Please choose something representative of your organization. If you are with XYZ Finance and you are based in New York City, then maybe choose xyfinnyny as your username. Passwords should be something complex enough to ensure security, but something you will remember.

The Contact Person needs to be someone who will be available via email if a problem develops or if we need to notify someone of changes in the account which is established.

Other Entity Names would include if your organization has subsidiaries or if your organization represents other organizations. For instance, if XYZ Finance also needs access to ABC Funding because XYZ operates ABC as well, then include ABC Funding in this space and attach supporting documentation. Another example might be if you represent a law firm and you have many creditors who are clients. In this example, please make sure that a Notice of Appearance is filed with the Court or else you will be limited to access cases where you are already established as a party of interest.

Contact E-mail Address is crucial to communication. While we also ask for the phone number, email is the preferred method of communication.

On the last page is a signature block, please sign your name and include your title. Also please check the box next to the attesting statement. If you are not sure if your organization already possesses a login account, then you may send an email to geninfo@ch13-12westtexas.org and request information concerning possible existing accounts.

The signature may be digital if you have the ability to do so. The signature can also be scanned in and inserted using Adobe Acrobat. If you would like information on how this is done, please contact us at the email address above.

If you would like to email your completed agreement, then please attach it to an email message and send it to credinfo@ch13-12westtexas.org. If you need to print it and fax it, then fax it to (806) 748-1956. If you print it make sure you print to select Document and Markups so that everything will be included when you print it. If an agreement is submitted and is not signed, nor completed in its entirety, then your request will be denied. If you print and fax and the entire document does not show on the face, then it will also be denied.

(All information must be typed or printed)

Walter O'Cheskey Standing
Chapter 13 Trustee Standing
Chapter 12 Trustee Lubbock,
Texas Fax # (806) 748-1956

INTERNET INFORMATION ACCESS AGREEMENT

ALL INFORMATION MUST BE TYPED OR PRINTED

THIS AGREEMENT, made and entered into this _____ day of _____
by and between OFFICE OF THE STANDING CHAPTER 13 AND CHAPTER 12 TRUSTEE ("Trustee"),
6308 Iola Avenue, Lubbock, TX 79424 and _____ ("User")
whose address for notice is _____

User Phone: _____ User Email Address: _____

Request Access to Chapter 13 Cases

Request Access to Chapter 12 Cases

Recitals

- A. The Trustee has duties under the Federal Bankruptcy Code to furnish information relating to the Chapter 13 or Chapter 12 Bankruptcy cases administered.
- B. The Trustee is the duly appointed Chapter 13 Standing Trustee for the Northern District of Texas, for the Amarillo, Abilene, San Angelo and Wichita Falls Divisions. And is the duly appointed Chapter 12 Standing Trustee for the Northern District of Texas for the Amarillo, Abilene, Lubbock, San Angelo and Wichita Falls Divisions vested with the duties as set forth in 11 USC Section 1302(b) and 1202(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.
- C. The Trustee maintains an Internet site (the "Website") which has the capacity to allow parties in interest to have remote access via the Internet to the computerized information, records and data (the "Information") used by the Trustee in processing and administering the Chapter 13 and Chapter 12 bankruptcy cases for which the Trustee is responsible, and the Trustee desires to afford to interested parties access to the information in an effort to expedite the flow of information between the Trustee and parties in interest in Chapter 13 or Chapter 12 cases.
- D. 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 and the Website from time to time upon and subject to the terms, conditions, disclaimers and limitations, set forth below. To induce the Trustee to provide access to the Information and the Website, as hereafter provided, User hereby acknowledges, covenants and agrees as follows:

1. Username and Password: The Trustee reserves the right to alter or eliminate User's username or password at any time without prior notice. The username must consist of between 8 and 10 characters (A-Z and/or 0-9, no spaces). **Only one login per office will be provided.** User shall keep the username 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 username: _____

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 internal informational purposes and only in connection with specific Chapter 13 or Chapter 12 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, tortious 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 the Website. The initial contact person for User shall be:

ALL INFORMATION MUST BE TYPED OR PRINTED

Contact Person: _____

Company Name: _____

Other Entity Names: _____

Address: _____

Contact Phone Number: _____

Contact E-mail Address: _____

5. Responsibility for Equipment: User shall furnish and maintain, at its sole cost and expense, all equipment, including terminals, personal computers, peripherals, modems, printers, hardware and software used by it to connect to or gain access to the Website furnished by the Trustee. User assumes all risk of loss or damage to all such equipment or property, including any such equipment or property located within the custody or control of the Trustee.

6. 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.

7. Corruption of the Information: User shall not attempt to tamper with, corrupt, make data entry changes, alter or modify in any respect the Information or any information, data, instructions, commands or programs stored or contained in or generated on the 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, within one to four business days of the close of business on any given Chapter 13 or Chapter 12 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 case;
- 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 Courts' dockets, pleadings files, claims registers, etc.).

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.

9. 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 the Trustee's successor(s), 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 or 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.

10. Terms of Agreement: This agreement shall continue until such time as it is terminated pursuant to the provision in the following subsection.

11. Termination of Agreement: This agreement may be terminated by either party hereto upon three (3) days' 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 Website in good faith, is misusing or abusing the Information or the 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.

12. 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.

13. 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.

14. 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

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

16. 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 _____, _____.

BY: AUTHORIZED REPRESENTATIVE
OFFICE OF THE STANDING CHAPTER 13 TRUSTEE
OFFICE OF THE STANDING CHAPTER 12 TRUSTEE

SIGNATURE OF USER REPRESENTATIVE

TITLE

I attest to the best of my knowledge that neither myself nor the entity I represent possesses another login account.

Please fax or email a TYPED or PRINTED copy of this contract to:

OFFICE OF THE STANDING TRUSTEE
(806) 748-1956 FAX
credinfo@ch13-12westtexas.org e-mail