

NANCY N. HERKERT, Chapter 13 Trustee
Website Access Agreement
revised 3/30/2011

BY accessing, browsing, and using this Site, you agree to be bound by the terms and conditions described below. IF YOU DO NOT AGREE TO THESE SITE TERMS OR ANY SUBSEQUENT MODIFICATION, do not access, browse or otherwise use this site.

This agreement is made by and between Nancy N. Herkert, Chapter 13 Standing Trustee for the Southern District of Florida (hereinafter referred to as "Trustee") AND any and all persons accessing data on the Trustee's website, whether on their own behalf or on behalf of another person or entity, (hereinafter referred to as "User").

This agreement will only be entered into with a creditor corporation only if this agreement is signed by an officer of the corporation and the signer provides the Trustee with a copy of proof of the signer's authorization to enter into agreements. NO EXCEPTIONS.

The Trustee is a duly appointed Chapter 13 Standing Trustee vested with the duties set forth in 11 U.S.C. §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 disbursement 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 herein, the parties agree as follows:

1. INTERNET ACCESS TO RECORDS - The office of Nancy N. Herkert, the Chapter 13 Trustee ("Trustee") will provide access to certain administrative and case data maintained by Trustee. This service and Web site are available to the creditors and debtor(s) attorneys assigned to cases administered by the trustee (collectively known as "User").

2. LIMITATIONS ON ACCESS AND USE - User hereby acknowledges and agrees to the following as to its internet access to the Trustee's records and files: **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 modifications to any record or data.

USE - Is provided solely for the use of User in connection with User's participation as a party in interest in the chapter 13 bankruptcy case(s) for which data is viewed (e.g. debtor or creditor) or attorney for such a party in interest. 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.

3. MANNER - 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 Trustee's 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.

4. 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, and access is provided only under the direct supervision of the Trustee, pursuant to the terms of this Agreement, and all 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.

5. CONDITIONS FOR USE AND ACCESS

A. Use of the Trustee's website shall constitute the User's agreement that the United States Bankruptcy Court for the Southern District of Florida shall have exclusive original **jurisdiction and venue** over any and all claims, disputes and actions between the Trustee and User arising out of or related to the implementation, enforcement or interpretation of this agreement.

B. 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.

C. A log in and password for access to the Trustee's website may be applied for by attorneys representing debtors, attorneys representing creditors as well as a creditor acting on his/her/its own behalf, however, a creditor that is a corporation or other legal entity shall only receive access if this agreement is properly executed by an authorized official of the entity to the satisfaction of the Trustee.

D. TERM OF AGREEMENT - This Agreement shall continue until such time as it is terminated pursuant to the provision in the following subsection.

5. TERMINATION - This Agreement may be terminated by the Trustee at any time, for any reason whatsoever, without notice. However, any access by User of the Trustee's website shall constitute agreement by the User to all terms and conditions of this agreement, regardless of whether or not the User has communicated consent with these terms and conditions.

6. 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 related to use and access provided under this Agreement,

caused or claimed to be caused by any act or failure of User.

7. ASSIGNMENT - This Agreement shall not be assigned by User, nor shall any use or access provided under this Agreement be allowed or subcontracted by User to any other firm or legal entity without the express written consent of the Trustee. Such consent by the Trustee may be conditioned upon such terms and conditions as the Trustee may require.

8. 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 on 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 a writing signed by all parties.

DISCLAIMERS AND LIMITATIONS OF LIABILITY User understands and acknowledges that the information to which access is provided 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 from the close of business on any given business day, and does not, therefore, represent the most timely or complete information available to the Trustee.

The information 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, does not necessarily reflect all work in process by the Trustee's staff with respect to any particular case, and may not reflect the most current information that has been received by the Trustee or filed with the Bankruptcy Court. 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 of the Trustee's control.

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 risks related to the use and access provided under this Agreement.

NO REPRESENTATIONS CONCERNING ACCURACY OR COMPLETENESS OF RECORDS - The Trustee hereby expressly disclaims any representations or assurances 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.

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 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 or resulting from any such failure, malfunction or other delay.

9. ADMISSIBILITY AS EVIDENCE - The Trustee makes no representation that the data and information available by accessing the Trustee's website will be admissible as evidence in any judicial or administrative proceeding.

User shall mail an original of this signed and dated agreement to the attention of Systems Analyst for the Trustee. **No faxed copies will be accepted.** Upon receipt, the Systems Analyst will assign the User a Login ID and Password.

User shall keep login and password confidential.

Your name: Print or type _____

Your signature: _____

BUSINESS_NAME: _____

CONTACT PERSON: _____

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

NOTE:

Debtors must use the NDC access web at <https://www.13datacenter.com/index.asp>

Check one of the following:

_____ Creditor _____ Creditor Attorney _____ Debtor Attorney

You must provide at least one case number that you are a party in.

CASE NUMBER: _____

By Submitting this Application I declare that I have read and agree with the Website Access Agreement.

MAIL completed and signed form: Nancy N. Herkert, Trustee
Attn: Systems Analyst
Post Office Box 279806
Miramar, FL 33027

Do not write below this line

Login ID: _____ Password: _____