

Diana S. Daugherty  
Standing Chapter 13 Trustee  
PO BOX 430908  
St. Louis MO 63143  
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**PLEASE MAIL AN ORIGINAL COPY OF THIS AGREEMENT TO THE ABOVE ADDRESS.**

ON-LINE RECORD ACCESS AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Diana S. Daugherty, Standing Chapter 13 Trustee, Eastern District of Missouri (hereinafter referred to as the TRUSTEE) and \_\_\_\_\_ (hereinafter referred to as the USER.)

Whereas, the Trustee has duties as set forth in 11 USC Section 1302(b), including the duty to furnish information concerning the debtor's estate and the estate's administration. The Trustee maintains records and files in computerized form. The Trustee has established a web site with the capacity to provide the User with access, via the internet, to data entered on the Trustee's computer through the conclusion of the prior day for the purpose of viewing and inspecting debtor or creditor files as to filing information, payments, receipts and disbursement of funds, and status of debtors' cases. Use of this capacity is an experimental procedure.

Whereas, the Trustee is desirous of making this access available to creditors, and creditors' and debtors' counsel, in order to be cooperative and helpful to them, to eliminate the need to have the Trustee's staff answer questions in writing and by phone, and to comply with the Trustee's statutory duties.

Whereas, the User desires to have on-line, internet access to the web site to view and inspect the debtor files.

Whereas, creditors and their counsel and debtors' counsel are desirous of having access to the Trustee's computer information.

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:

## I. ACCESS TO COMPUTERIZED RECORDS

Subject to the terms and conditions stated in this Agreement, the User shall be entitled to have, and the Trustee shall provide, access to the Trustee's web site and thereby to the Trustee's computerized records and data on Chapter 13 filings.

## II. CUSTODY AND CONTROL OF RECORDS

User hereby expressly acknowledges and agrees that the records and data to which this Agreement provides access are and shall remain records under the control and custody of the Trustee and access is provided only under the Trustee's express permission pursuant to the terms of this agreement and all reasonable and necessary rules and procedures the Trustee may adopt.

User further expressly acknowledges and agrees that while accessing, viewing and using the Trustee's 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.

## III. LIMITATIONS ON ACCESS AND USE

A. PURPOSES. User hereby agrees that the web site access provided under this Agreement shall be for the sole purpose of viewing and inspecting computerized data and records under the Trustee's control and custody, and User shall not make any data entry, change or modification to any record or data. User shall use the information obtained via the web site for the sole purpose of exercising the User's rights or completing the User's duties as a party of record or the representative of a party of record in a Chapter 13 matter. Furthermore, User shall not use any record, data or information viewed or obtained through the web site for the purposes of solicitation or any unlawful use or practice.

B. ACCESS. User shall only have access to the Trustee's records during such hours as the Trustee makes the web site available via the Internet.

1. Shared Access. The Trustee shall maintain one internet-accessible server and this server shall be available to User and to all other entities or

persons who enter into a Record Access Agreement with the Trustee. The Trustee reserves the right to limit User's access to this server to ensure full and equitable use of the system. The Trustee makes no representations or guarantees regarding the availability of access.

#### IV. CONDITIONS FOR USE AND ACCESS

A. EQUIPMENT AND CONNECTIONS: The User shall obtain and supply, at its sole cost, all equipment, including hardware, software and connections and shall pay any and all other fees or costs necessary to implement this Agreement. User agrees to not charge the Trustee for any of these costs, or to not make any claims against the Trustee for these costs or anything pertaining to them or arising from them for any reason.

B. MAINTENANCE. User shall be solely responsible for the care and maintenance of any computer equipment or software which User requires to carry out the terms of this Agreement, and shall be accomplished at the convenience of the Trustee's office and staff.

C. SECURITY ACCESS. Computer access will be controlled by a Trustee-assigned User ID and password. User shall not assign or allow any other person to use the ID and password assigned to User.

#### V. TERMINATION OF AGREEMENT

The Trustee maintains the right to terminate this agreement at any time. Reasons for termination shall include, but are not limited to, User's misuse or overuse of access, User's misuse of information obtained via off-site computer access, User's violation of this agreement, or the Trustee's decision to discontinue off-site computer access for financial or other reasons. User may terminate this agreement by submitting such termination to the Trustee in writing so that the Trustee may remove User's password and ID from the Trustee's system. After termination of this agreement, User shall be bound by the terms of this Agreement concerning use of information obtained during the course of the Agreement.

## VI. 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 the use and access provided under this Agreement, caused or claimed to be caused by any act or failure of User.

## VII. ENTIRE AGREEMENT

This Agreement, together with any written rules or procedures which the Trustee adopts and disseminates, 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 signed by all parties.

## VIII. DISCLAIMERS AND LIMITATIONS OF LIABILITY

A. NO WARRANTIES. The Trustee hereby expressly disclaims any express or implied warranties of the web site software, server, or internet connection, and User hereby expressly assumes all risk related to the use and access provided under this Agreement.

B. NO REPRESENTATIONS AS TO ACCURACY, COMPLETENESS, OR CURRENCY OF RECORDS. The Trustee hereby expressly disclaims any representation or assurance concerning the accuracy, completeness or substantive nature of any documents, records, or data filed or maintained in the Trustee's office, and User hereby acknowledges that disclaimer and waives any claim of reliance upon such representations or assurances. The data and information available on the Trustee's records is as current as possible, depending on work flow, holidays, weekends, restraints of the Trustee, and any other elements or factors outside the control of the Trustee. The information available via this Agreement does not include information added to the Trustee's system on the day User accesses information, and does not include information in the Trustee's possession in pleading or other form which has not yet been added to the Trustee's system.

C. ADMISSIBILITY AS EVIDENCE. The Trustee makes no representation that the data and information available by accessing the Trustee's records will be admissible in any Court for any purpose.

The Undersigned Parties have executed this Record Access Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Diana S. Daugherty  
Standing Chapter 13 Trustee  
P.O. Box 430908  
St. Louis, MO 63143  
(314) 781-8100

USER \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_