

**JEFFREY M. KELLNER**  
**Chapter 13 Standing Trustee**  
**Website Access Agreement**

This Agreement is made and entered into by and between Jeffrey M. Kellner, Chapter 13 Standing Trustee (hereinafter referred to as TRUSTEE), and (*print or type name of individual user, NOT name of company or law firm*) \_\_\_\_\_ hereinafter referred to as USER.

The Trustee is the duly appointed Chapter 13 Standing Trustee for the Southern District of Ohio of the Western Division at Dayton, vested with the duties as set forth in U.S.C. Section 1302(b), including the duty to furnish information to a party in interest 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 disbursements of funds - but only in those cases where the User is either a debtor's case attorney, a creditor in a case, an attorney for a creditor in a case, a bankruptcy trustee or a bankruptcy court official.

The User desires Internet access to view and inspect these selected files in a case in which User is either the debtor's case attorney, a creditor in the case or an attorney for a creditor in the case.

**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 shall be entitled to, and the Trustee will provide, Internet access to selected records and data maintained by the Trustee.

**2. Limitations On Access And Use** - User hereby acknowledges and agrees to Internet Access.

- **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 User's business. User hereby expressly agrees that it will not use nor allow the use of the records, data or information obtained through the Internet access for the purpose of solicitation, sell or any other use or practice not specifically permitted by this Agreement.
- **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 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.

**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, and 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 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. Conditions For Use And Access**

- A. 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 provision in the following subsection.

**6. Termination** - This Agreement may be terminated by either the Trustee or by the User, at any time, for any reason whatsoever, without notice.

**7. Indemnification** - User shall and hereby agrees to indemnify the Trustee for, and to hold 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 Trustee.

**8. 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.

- A. Restriction on Use** - ***This Agreement is between the Trustee, and the User as an individual.*** The User may permit Internet Access under this Agreement to the other persons who are in the employ of User, co-worker of the User or a member of the User's law office, but only if the employee, co-worker or member is located within the same business premises as User.

**9. 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 part of this Agreement. This Agreement may not be amended or modified, except in writing, and signed by all parties.

#### **10. 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 risks 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 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 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, accruing interest or specific plan provisions. Exact plan payoff amounts should be obtained through the Trustee's Office by specific written requests.
- E. **Admissibility As Evidence** - The Trustee makes no representation that the data and information available by accessing the Trustee's Website will be admissible in Court as a Hearsay exception pursuant to Rule 803 of the Federal Rules of Evidence.

**11. Monitoring of Access** - The Trustee will monitor the access by User, including but not limited to dates, times, location and user.

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**12. Acceptance of Specific Rules** - The User specifically agrees to the following Rules

**Rules for Use of Dayton Chapter 13 Web Site**

- (a) A Website Agreement must be submitted to the chapter 13 trustee and the approval of the trustee obtained.
- (b) At the time of the request, the requesting person must be either an attorney for a debtor in a pending case, an attorney for creditor in a pending case, a creditor in a pending case, a bankruptcy trustee or a court official.
- (c) An e-mail address must be provided to the trustee.
- (d) Access will be revoked if the User gives the User name or password to a third person.
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User shall fax, mail, or email a copy of this signed and dated Agreement to the attention of Tim Ledford, Systems Manager, for the Trustee. Upon receipt and approval by the Trustee, a copy of this page of this Agreement will be emailed to User along with a log-in and password.

(Please print or type all information)

Enter User's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Enter Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number of User: \_\_\_\_\_

Fax Number of User: \_\_\_\_\_

**E-Mail Address of User:** \_\_\_\_\_

\_\_\_\_ I am the attorney for \_\_\_\_\_ a debtor in Case No. \_\_\_\_\_

\_\_\_\_ I am the attorney for \_\_\_\_\_ a creditor in Case No. \_\_\_\_\_

\_\_\_\_ I am a creditor in the case of \_\_\_\_\_ a debtor in Case No. \_\_\_\_\_

\_\_\_\_ I am a bankruptcy court official in (name of court) \_\_\_\_\_

\_\_\_\_ I am a trustee in bankruptcy.

Signature and Date: \_\_\_\_\_

Mail/Fax to the attention of:

Tim Ledford, Systems Manager  
Jeffrey M. Kellner, Trustee  
131 N. Ludlow St., Suite 900  
Dayton, OH 45402-1161  
(Fax 937-222-7383)

**Or EMAIL to:** [tledford@dayton13.com](mailto:tledford@dayton13.com)

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Chapter 13 Use Only

User I.D.: \_\_\_\_\_

User Password: \_\_\_\_\_

Date Processed: \_\_\_\_\_

Jeffrey M. Kellner  
Standing Trustee

By: \_\_\_\_\_

Tim Ledford, Systems Manager