Website Access Agreement
Douglas W. Neway, Chapter 13 Trustee
Middle District of Florida – Jacksonville Division

This Agreement is entered into by and between Douglas W. Neway, Chapter 13 Trustee (hereinafter referred to as "Trustee" and Debtor Attorney (hereinafter referred to as "User").

WHEREAS, The Trustee is a duly appointed Chapter 13 Trustee for the Jacksonville Division of the Middle District of Florida. As such, he has a statutory duty to make information regarding the estate and the estate's administration available to parties-in-interest who request such information (see 11 U.S.C. § 704(7), as made applicable by 11 U.S.C. § 1302(b)(l)). The Trustee posts certain Chapter 13 case information (hereinafter "Chapter 13 Data") on the Internet at the National Data Center (www.NDC.org) hereinafter NDC.

WHEREAS, User desires access to NDC to view Chapter 13 Data for cases administered by Trustee.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and the satisfactory performance of all conditions stated, the Parties hereby agree as follows:

I.   ACCESS TO NDC - User is hereby granted access to the Trustee's site on NDC to review Chapter 13 Data for Chapter 13 cases in which it appears as a party-in-interest.

II.   LIMITATIONS ON USER'S ACCESS AND USE OF CHAPTER 13 DATA FROM NDC

        1.   Authorized Persons. User shall employ and maintain adequate security procedures to protect the confidentiality of Chapter 13 Data obtained from NDC, meaning that User shall ensure that only employees or other persons, including agents and attorneys, who are expressly authorized by User to use such Chapter 13 Data, and who have a legitimate need to access such Chapter 13 Data in performing duties for User, will have access to Chapter 13 Data obtained from NDC (hereinafter "Authorized Persons").

        2.   User Database. User may use the Chapter 13 Data to establish and maintain a database that is accessible only by User or Authorized Persons and that is only used for purposes consistent with this Agreement. User also agrees that it will not, either directly or indirectly, compile, store, maintain or use the Chapter 13 Data to build a database that is accessible by persons other than User or that is used for purposes that are inconsistent with this Agreement.

        3.   Limitation on Taking Legal Action Based on Chapter 13 Data. NDC only contains limited facts regarding a Chapter 13 case, and NDC shall not be used to draw legal conclusions regarding a Chapter 13 case (i.e., the debtor is delinquent or the debtor has violated a stipulation or order). Therefore, User shall not take any legal action against a Chapter 13 debtor or Chapter 13 Trustee, including the filing of any motion, pleading or other legal document or paper, based solely on information obtained from NDC.

        4.   Prohibited Uses of Chapter 13 Data. User shall not use Chapter 13 Data from NDC for any of the following purposes:

                A.   Accessing any Chapter 13 Data for a bankruptcy case in which User is not a party-in-interest;

                B.   Obtaining or using Chapter 13 Data in connection with potential credit extensions, insurance, employment, or the offering of other goods or services to a Chapter 13 debtor;

                C.   Obtaining or using Chapter 13 Data for marketing, solicitations, advertising or similar purposes regarding a Chapter 13 debtor;

                D.   Obtaining or using Chapter 13 Data for a purpose prohibited by law.

III.   EQUIPMENT AND CONNECTIONS - While there is no fee for User to access NDC, User shall be solely responsible to supply all equipment, software, connections, fees, and other costs necessary for User to access NDC over the Internet.

IV.   TERMINATION - This Agreement shall continue until terminated. Either party may terminate this Agreement at any time without cause and without notice.   Accounts not accessed for 12 consecutive months will be terminated.

V.   INDEMNIFICATION - User hereby agrees to indemnify the Trustee and to hold Trustee harmless from any claims, demands, or costs of any kind arising out of or relating to any act or failure regarding User's access to NDC.

VI.   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 without the written consent of the Trustee.

VII.   DISCLAIMERS ANDLIMITATIONS OFLIABILITY:

     1.   <u>No Warranties</u> - The Trustee hereby disclaims any expressed or implied warranties of NDC and the Chapter 13 Data, and User hereby expressly assumes all risk related to the use and access of NDC provided under this Agreement.

     2.   <u>No Representations Concerning Accuracy or Completeness Of Records</u> - The Trustee hereby expressly disclaims any representation or assurance concerning the accuracy, completeness or substantive nature of the Chapter 13 Data on NDC. User hereby acknowledges this disclaimer and waives any claim or reliance upon such representations or assurances.

     3.   <u>No Liability for Errors Or Failures</u> - The Trustee shall not be liable in any manner under this Agreement for any error, inaccuracy, or incomplete information contained in the Chapter 13 Data posted on NDC. 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. 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 Internet or NDC. 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.

     4.   <u>No Warranty As To The Chapter 13 Data</u> - The Chapter 13 Data on NDC is as current as possible depending on the work flow, holidays, weekends, and any other factors that may delay the posting of Chapter 13 Data on NDC.

          A. Payoff balances are only approximated due to many conditions including recent receipts or disbursements, changes to allowed claims, court orders, or accruing interest. Exact payoff amounts can only be obtained by the debtor through a specific written request to the Trustee.

          B. Delinquency calculations for the Trustee's cases on NDC are unreliable until the Court enters a Confirmation Order in the case, and User shall not rely on such information for any purpose.

     5.   <u>Admissibility as Evidence</u> - The Trustee makes no representation that the Chapter 13 Data on NDC will be admissible in court under the hearsay exception of Rule 803 of the Federal Rules of Evidence.

     6.   <u>Login ID And Password</u> - User shall forward an original of this completed, signed and dated Agreement to the attention of Pat Gribble, Systems Manager for the Trustee, at the address set forth below. Upon receipt, the Trustee will review the Agreement and, if appropriate, promptly execute the Agreement and send User a copy of the signature page containing User's assigned Login ID and Password (see last page).

VIII.   ENTIRE AGREEMENT - This Agreement, together with any rules or procedures accepted by User on the NDC web site, 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 a writing that is signed by all parties. Please complete and return the attached page to us. We cannot set you up for internet access without this information. Only one User ID will be issued per office. They will be responsible for creating/assigning additional users within that office. It is advisable that you keep your password confidential.

REQUIRED INFORMATION:
(Please print clearly or type)

COMPANY NAME:_____

USER NAME: _____

TITLE: _____

ADDRESS: _____

ADDRESS:_____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____FAX NUMBER: _____

PRIMARY/OFFICE   E-MAIL ADDRESS: _____

ARE YOU ALREADY AN NDC USER? _____

IF SO, FOR WHICH TRUSTEE?_____

WHAT IS YOUR CURRENT NDC PRIMARY EMAIL ADDRESS?_____

DATE: _____

By signing below I agree to the terms specified in the Web Access Agreement.

By:_____**Title:**_____
           Authorizing Agent

RETURN APPLICATION TO:

Email to: support@ch13jaxfl.com   FAX to: 904-634-0038   Mail to: Douglas W. Neway, Chapter 13 Trustee
                                Attn: Adam Tackett   Attn: Adam Tackett
                                                           P.O. Box 4308
                                                            Jacksonville, FL 32201-4308

If mailing, please include a self addressed, stamped envelope to ensure the timely return of your ID and password. Thanks!

Approved by: _____ Date: _____
              Adam Tackett, IT Support