

Office of the Chapter 13 Trustee, Gretchen D. Holland, Trustee

Online Access Agreement & Terms

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

The office of Gretchen D. Holland, the Chapter 13 Trustee ("Trustee") will provide service (the "Service") consisting of access to certain administrative and case data maintained by Trustee. The Service and Web site are available to debtors, creditors, and their attorneys (collectively known as "Users").

RECITALS

- A. The Trustee has duties under the Federal Bankruptcy Code to furnish information relating to the Chapter 13 Bankruptcy cases administered.
- B. 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 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 cases.
- C. 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. **Login and Password**: To obtain a login, please email your name, business name, address, phone number, proposed username, proposed password, and a signed copy of this web access agreement to support@upstate13.com. Only one login per office will be provided. The password can be up to 8 characters (A-Z and/or 0-9, no spaces). User shall keep the login 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.
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 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 allow any third party to use, the Information for any unlawful or malicious use; or (b) use, or allow 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. **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.

5. **Regulation by the Trustee:** User 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 the Trustee 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.

6. **Corruption of the Information:** User shall not attempt to tamper with, corrupt, 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.

7. **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, one to four business days of the close of business on any given Chapter 13 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 of any 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 WARRANT 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 Court's dockets, pleadings files, claims registers, etc.).

9. **Indemnification**: User hereby expressly agrees, notwithstanding any negligence or alleged negligence on the part of the Trustee, to indemnify and hold the Trustee, and the Trustee's successors, 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. **Admissibility of Information**: The Trustee makes no representation or warranty of any kind as to the admissibility of the Information as evidence in any judicial or administrative proceeding.

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.

This Agreement is and shall be governed by and construed in accordance with the laws of the State of South Carolina applicable to agreements made and performed in South Carolina. Any cause of action of User or its designated users with respect to the Service or the Web site must be instituted within one (1) year after the claim or cause of action has arisen or be barred.

I acknowledge that I have read and agree to the above Online Access Agreement and Terms.

Signature

Printed Name

Company / Firm Name

Date