



## **Online Access Agreement and Terms Office of Robert G. Drummond, Chapter 13 Standing Trustee**

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.

1. The office of Robert G. Drummond, 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 debtor(s) assigned to Trustee, their creditors and attorneys for these debtors and creditors (collectively known as "Users").
2. User agrees to indemnify Trustee and hold Trustee harmless against liability for any and all use of the Service and the Web site.
3. User is responsible for and must provide a telephone line, computer, software and all other equipment and software necessary to access the Service and the Web site.
4. USER EXPRESSLY AGREES THAT USE OF THE SERVICE AND THE WEB SITE IS AT USER'S SOLE RISK. NEITHER TRUSTEE NOR TRUSTEE'S EMPLOYEES WARRANT THAT THE SERVICE OR THE WEB SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO TRUSTEE OR TRUSTEE'S EMPLOYEES MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE OR THE WEB SITE. THE SERVICE AND THE WEB SITE ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER TRUSTEE NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE OR THE WEB SITE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICE OR THE WEB SITE OR INABILITY TO USE THE SERVICE OR THE WEB SITE OR OUT OF ANY BREACH OF ANY WARRANTY. USER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH SHALL ALSO APPLY TO ANY THIRD PARTY CONTENT WHICH MAY BECOME A PART OF THE SERVICE OR THE WEB SITE.
5. All information provided in the Service or the Web site is for User only. User agrees not to resell this information or distribute it to any other party.
6. This Agreement is and shall be governed by and construed in accordance with the laws of the State of Montana applicable to agreements made and performed in Montana.
7. User agrees that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by User in the form of e-mail or submissions to Trustee, or postings on this Web site, are non-

confidential and shall become the sole property of Trustee. Trustee shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to User.

8. Trustee may provide links to Web pages and content of third parties ("Third Party Content") as a service to those interested in this information. Trustee does not monitor nor has any control over any Third Party Content or third party Web sites. Trustee does not endorse or adopt any Third Party Content and can make no guarantee as to its accuracy or completeness. Trustee does not represent or warrant the accuracy of any information contained therein, and undertakes no responsibility to update or review any Third Party Content. When leaving Trustee's site, you should be aware that Trustee's terms and policies no longer govern and, therefore, you should review the applicable terms and policies, including privacy and data gathering practices, of that site. Users use these links and Third Party Content contained therein at their own risk.
9. Trustee reserves the right to amend at any time any policies governing this Web site, including these Terms and Conditions by posting any amended terms and providing notice of such amendments. The amended terms shall be effective upon posting. If you do not accept the amended terms, you should cease using this Web site.
10. Notwithstanding any of these Terms and Conditions, Trustee reserves the right, without notice and in his sole discretion, to terminate your use of this Web site, and to block or prevent future access to and use of this Web site.
11. If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.
12. You shall at all times comply with all applicable laws and regulations and shall indemnify and hold Trustee harmless from your failure to so comply. You agree that Trustee shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation or policy of any applicable government.
13. You may not assign this Agreement, by operation of law or otherwise, without Trustee's prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.
14. Trustee's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Trustee's right to subsequently enforce such provision or any other provisions of this Agreement.
15. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with the subject matter hereof.

**16. Contact Person; Training:**

User shall designate a single person as the sole contact person with respect to inquiries or problems relating to the Website. The initial contact person for User shall be:

Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**17. 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.

**18. 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 case; and
- 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 WARRANTY 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.).

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**OFFICE OF THE STANDING CHAPTER 13 TRUSTEE**

\_\_\_\_\_  
**SIGNATURE OF USER REPRESENTATIVE**

\_\_\_\_\_  
**TITLE**

**How are you a party in interest?** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please fax a copy of this contract to Robert G. Drummond at (406) 453-4663*