

## **Internet Access Agreement & Terms**

### **Office of Rod Danielson, 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 Rod Danielson, the Chapter 13 Standing 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 **ONLY** to debtors whose cases have been assigned to Trustee, their attorneys, their creditors, and attorneys for creditors.

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 WEBSITE OR THE ACCURACY OR CURRENCY OF DATA OBTAINED FROM THE WEB SITE. THE SERVICE AND THE WEB SITE ARE DISTRIBUTED ON AN **AS IS** BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY, AND INCAPABLE OF, EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. 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. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TRUSTEE (WHETHER IN CONTRACT, WARRANTY, TORT INCLUDING NEGLIGENCE [WHETHER ACTIVE, PASSIVE OR IMPUTED], PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING TO THE USE OF THE SERVICE OR THE WEB SITE EXCEED \$5.00 OR THE COMPENSATION YOU PAID TRUSTEE, WHICHEVER IS LESS. 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. Access to the Web Site is granted for the sole purpose of viewing and inspecting the selected data and User shall neither make nor attempt to make data entry changes or modifications to any records or data. User expressly agrees that it will not use records, data or information obtained from this web site for the purpose of solicitation, or any other practice not specifically permitted by this agreement.

6. User further expressly acknowledges and agrees that while accessing, viewing and using the Trustee’s selected records, User shall be under the same duties, responsibilities, and obligations as the Trustee to protect and carefully keep and preserve the records and the confidentiality thereof, subject to the same penalties for any violation of these duties and obligations.

7. This agreement is and shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and performed in California. 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. The venue for any legal action brought under this Agreement shall be Riverside County.

8. User agrees that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative material 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 acknowledgments or compensations to User. The submission of any materials to Trustee, including the posting of materials to any forum or interactive area, irrevocably waives any and all moral rights in such materials, including the rights of paternity and integrity.

9. 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 and does not have any control over 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.

10. Trustee reserves the right to amend at any time any policies governing this Web site, including these Terms and Conditions by posting the 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.

11. Notwithstanding any of these Terms and Conditions, Trustee reserves the right, without notice and in its sole discretion, to terminate your license to use this Web site, and to block or prevent future access to and use of this Web site.

12. If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed several from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

13. You shall at all times comply with all applicable law 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.

14. 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.

15. 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.

16. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supercedes and cancels all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with the subject matter hereof.

17. In the event any litigation, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, costs, and expenses actually incurred in connection therewith, in addition to any other relief to which it may be entitled.

AFTER FILLING OUT THIS FORM, EMAIL PAGE 3 ONLY TO: [sylvia@rodan13.com](mailto:sylvia@rodan13.com)

THE TRUSTEE WILL EMAIL THIS PAGE BACK TO USER WITH INSTRUCTIONS ON HOW TO ACCESS DATA.

Data Internet Website: www.13network.com

Desired User ID: \_\_\_\_\_ (8 characters maximum)

Desired Password: \_\_\_\_\_ (8 characters maximum)

  

Email This Page Me At: \_\_\_\_\_

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

Enter User Name: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

  

Signature of User: \_\_\_\_\_ Date: \_\_\_\_\_