Joseph A. Bledsoe, III, Chapter 13 Bankruptcy Trustee Online Payment Center (ePay)

Terms and Conditions

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- 1. The office of Joseph A. Bledsoe, III, the Chapter 13 Standing Trustee ("Trustee"), will provide service (the "Service") consisting of access to certain administrative and case data maintained by Trustee for the benefit of the debtor(s) ["User(s)"]. The Service and website are available to debtors whose Chapter 13 case is assigned to the 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, the website, and all information contained therein.
- 3. User is responsible for and must provide a telephone, cable, DSL, or data line, computer, software, and all other equipment and software necessary to access the Service and the website.
- 4. USER EXPRESSLY AGREES THAT THE USE OF THE SERVICE AND THE WEBSITE IS AT USER'S SOLE RISK. NEITHER TRUSTEE NOR TRUSTEE'S EMPLOYEES WARRANT THAT THE SERVICE OR THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NEITHER THE TRUSTEE NOR THE 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 WEBSITE. THE SERVICE AND THE WEBSITE ARE 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. NEITHER TRUSTEE NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE OR THE WEBSITE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICE OR THE WEBSITE, INABILITY TO USE THE SERVICE OR WEBSITE, 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 WEBSITE EXCEED \$5.00 OR THE COMPENSATION YOU PAID THE TRUSTEE FOR EACH TRANSACTION RELATED THERETO, WHICHEVER IS LESS. USER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH SHALL ALSO APPLY TO ANY THIRD PARTY CONTENT THAT MAY BECOME A PART OF, OR ACCESSED THROUGH, THE SERVICE OR THE WEBSITE.

- 5. All information provided in the Service or the website is for the User only. User agrees not to resell this information or distribute it to any other party. Access to the Service or the website 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, information, or data. User expressly agrees that it will not use records, data, or information obtained from or through this Service or website 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, or 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, information, and data 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 constructed in accordance with the laws of the State of North Carolina.
- 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 website or through use of this Service, are non-confidential and shall become the sole property of Trustee. Trustee shall own exclusive rights to the same, including all intellectual property rights, and shall be entitled to the unrestricted use of any such materials for any purpose, commercial or otherwise, without any acknowledgement of or compensation to User. The submission of any such 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 right of paternity and integrity.
- 9. Trustee may provide links to websites and content of third parties ("Third Party Content") as a service to those interested in this information. Trustee does not monitor nor have any control over any Third Party Content or third-party websites. 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 Service or the website, including these Terms and Conditions by posting the revised or amended policies or terms and providing notice of such amendments via this Service or website exclusively. The amended or revised terms or policies shall be effective upon posting. If you do not accept any and all of the amended policies or terms, you should cease using this Service or the website immediately. Continued use shall constitute full acceptance of the same.

- 11. Notwithstanding any of these Terms and Conditions, Trustee reserves the right, without notice and in his sole discretion, to terminate your license to use this Service or the website, and to block or prevent future access to and use of this Service and website.
- 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 severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.
- 13. User shall at all times comply with all applicable law and regulations and shall indemnify and hold Trustee harmless from User's failure to so comply. User agrees that Trustee shall not have to perform any obligations set forth in this Agreement if such performance would violate present or future law, rule, regulation, or policy of any applicable government or governmental or quasi-governmental entity.
- 14. User 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, insure to the benefit of, and be enforceable against the parties hereto and their respective representatives, 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 a 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 supersedes and cancels all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with the subject matter hereof.