OSMARIE NAVARRO MARTINEZ
CHAPTER 13 TRUSTEE

UPLOAD DOCUMENT PROGRAM (UDP) AGREEMENT

This agreement is made and entered into by and between **Osmarie Navarro Martinez, Chapter 13 Trustee** (hereinafter referred to as a **TRUSTEE**), and _____ (enter name of user) (hereinafter referred to as the **USER)**.

The Trustee is duly appointed Chapter 13 Standing Trustee for the District of Puerto Rico, vested with the duties set forth in U.S.C. Section 1302(b), including the duty to furnish information concerning debtors', estates and the administration of these estates. The Trustee maintains records and files in computerized form. The Trustee will permit access to the **USER** for the purpose of uploading certain documents to debtor(s) files.

The **USER** desires access to use the **UPLOAD DOCUMENT PROGRAM (UDP).**

THEREFORE, in consideration of the mutual promises and covenants contained in this agreement and the satisfactory performance of all conditions stated, the Parties agree that:

1- ELIGIBILITY.
In order to upload **USER** documents to **UDP**, You must:
(a) register for a "**UDP ACCOUNT**" (Your "Account");
(b) be the attorney of record of the case or be an authorized representative of such attorney.
(c) **TRUSTEE** reserves the right to refuse or revoke your access at any time, at its sole discretion, without cause and without notice to you.

2- ACCESS - The **USER** shall be entitled to upload documents to and the **TRUSTEE** shall provide access to upload documents to the **UDP.**

3-AUTHORIZATION TO UPLOAD- Subject to the **USER**'s full and timely compliance with all of the terms and conditions set out in this Agreement, **TRUSTEE** hereby authorizes **USER** to upload electronic documents to the **UDP PROGRAM**.

4-LIMITATIONS ON ACCESS AND USE - **USER** hereby acknowledges and agrees to the following:

(a) PURPOSE - Shall be for the sole purpose of uploading selected records pertaining to USER's clients.

(b) USE - Is provided solely for the use of **USER** and its authorized representatives.

(c) MANNER - Will be accessed and used by **USER** and its authorized representatives only in the manner expressly authorized and permitted by the **TRUSTEE**. **USER** agrees that it will neither use nor permit use of the **UDP** in any manner or for any purpose which is not authorized by the **TRUSTEE** or which is unlawful or which is likely to cause damage or disrepair to the equipment, software, records of **UDP**.

5. CUSTODY AND CONTROL OF RECORDS - **USER** hereby expressly acknowledges and agrees that the record and data for which access is provided under this Agreement are and shall remain records under the control and custody of the **TRUSTEE.**

6. CONDITIONS FOR USE AND ACCESS

(a). EQUIPMENT AND CONNECTIONS - The **USER** shall obtain and supply, at its sole cost, all equipment, including computer, peripherals, modems, software and connections and shall be responsible for and pay any and all other fees or costs necessary to implement this Agreement.

(b). SPECIAL DOCUMENTS. For those documents that contain a debtors' social security or that are tax returns **USER** shall:

If the document is an <u>identification or a social security card</u>, the **USER** shall upload said document in color, and should further use the **UDP** entry identified as **ID/SS**. The **ID/SS** entry is a restricted form at **TRUSTEE's** office that can only be seen by authorized personnel.

If the document is a <u>tax return</u>, the **USER** shall upload said document in clear and legible manner and should further use the **UDP** entry identified as **Tax Documents**. The **Tax Documents** is a restricted form at **TRUSTEE's** office that can only be seen by authorized personnel.

For all those documents that contain "Personal Identifiable Information" (PII), **USER** shall redact such information prior to sending them to **TRUSTEE** via **UDP.**

7. TERM OF AGREEMENT - This agreement shall continue until such time as it is terminated pursuant to the provision in the following subsection.

8. TERMINATION - This Agreement may be terminated by either the **TRUSTEE** or by the **USER**, at any time, for any reason whatsoever, without notice.

9. IDEMNIFICATION - **USER** shall and hereby agrees to indemnify the **TRUSTEE** for, and to hold **TRUSTEE** harmless from any claims, demands, suits, damages or costs, of any kind, arising out of or relating to use and access provided under this Agreement, caused or claimed to be caused by any act or failure of **USER**.

10. 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, firm or other legal entity without the express written consent of the **TRUSTEE**, and such consent may be conditioned upon such terms and conditions as the **TRUSTEE** may reasonably require.

11. ENTIRE AGREEMENT - This Agreement, together with any rules adopted by the **TRUSTEE** 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.

12. MODIFICATION OF THESE TERMS AND SERVICES-**TRUSTEE** reserves the right, at her discretion, to change, modify, add, or remove portions of these Terms, or any additional terms and notices. If we do so, we will inform the USER either by informing the modified Terms to the email address of the USER provided here or through other communications. Your continued use of the UDP after the posting of changes constitutes the USER's binding acceptance of such changes. TRUSTEE may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

13. DISCLAIMERS AND LIMITATIONS OF LIABILITY:

(a). NO WARRANTIES - The TRUSTEE hereby expressly disclaims any express or implied warranties of the software program, computer equipment or computer, and USER hereby expressly assumes all risk related to the use and access provided under this Agreement.

(b). NO LIABILITY FOR ERRORS OR FAILURES - The **TRUSTEE** shall not be liable in any manner under this Agreement for any error, inaccuracy or incomplete information contained in the records for which access is provided for upload purposes, and **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.

User shall forward by email this signed and dated Agreement to [rbenvenutti@ch13sju.com and onavarro@ch13sju.com](mailto:rbenvenutti@ch13sju.com).

Enter Company Name: _____

Enter User Name: _____

Phone Number: _____

Signature of User: _____

Email Address: _____

Security Question: _____

Security Answer: _____

User Name:_____ Alternate User Name:_____

*Please be advise the password must content minimum seven (7) digits (one (1) non alphanumeric character.

User password:_____

Date:

I acknowledge to have read the above, and agree to the terms and conditions hereto.

_____   _____

USER   Trustee or Representative