

## COMPUTER AND NETWORK SYSTEMS ACCOUNT APPLICATION

**Business Name:** \_\_\_\_\_ **Website:** \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Alternative Contact:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**DBA:** \_\_\_\_\_ **Federal Tax ID:** \_\_\_\_\_

**Type of Business:** \_\_\_\_\_ **Date Established:** \_\_\_\_\_

**Company Status:**                      Sole Proprietorship                      Partnership                      Corporation                      LLC                      LLP

### TERMS AND CONDITIONS

HB Computers and Customer agree to abide by the following terms and conditions under which HB Computers will provide services (“Services”) and products (“Products”) to Customer. Terms and conditions will hereinafter be referred to as the “Agreement.” Customer agrees on behalf of itself (and on behalf of the Customer’s agents, contractors, employees and third-party users of Customer’s computers, servers, software, Email service, Internet connections, firewall, gateway service, cloud-based services, network equipment and resources, backup solutions, network drops, and any additional equipment or service offered by HB Computers) to be bound by this Agreement.

- Amendments.** The parties agree that this Agreement may be subsequently amended (in writing) to include additional Services that HB Computers agrees to undertake at Customer’s request, if feasible in light of other commitments, or other Products that Customer may request that HB Computers agrees to provide.
- Costs of Breach of Agreement and Fees.** The parties agree that a prevailing party in any litigation shall be entitled to recover its costs, including but not limited to its reasonable attorney’s fees. Also, Customer agrees that all amounts unpaid thirty days after HB Computers provides a Service or Product shall accrue finance charge of 2% per month until paid.
- Customer Liability.** HB Computers uses company-owned network cable materials, charging per drop. If HB Computers technicians are injured on Customer’s site, Customer will be held responsible. The customer also assumes responsibility for any access holes and paths necessary for installation purposes at Customer’s home, office, or warehouse. Customer shall safeguard all owned equipment and be responsible for its safety of such equipment.
- Software/Hardware/Backup/Cloud Hosted Solutions.** HB Computers will implement software solutions using only software that has already been developed.
- Indemnity and Hold Harmless.** Customer expressly agrees to indemnify and hold harmless HB Computers and its officers, agents and employees and third-party service providers who work for HB Computers, from and against any suits, losses, claims, demands, liabilities, costs, and expenses (including attorney fees) that they may sustain or incur as a result of any claim (including claims of subrogation) against them based upon negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by Customer or third parties arising out of, directly or indirectly, the use of any Services or Products from HB Computers.
- Confidentiality Statement.** All information about the Customer is strictly confidential and will not be disclosed by HB Computers to third parties without the prior written consent of Customer. All Customer “usernames,” “logins,” “account names,” and passwords will remain private and confidential and will not be disclosed by HB Computers to third parties without the prior written consent of Customer.

All Customer data and their information that is stored on HB Computers servers is the property of HB Computers. If any security breach occurs and if Customer information is stolen, HB Computers will disclose the breach and advise Customer within 48 hours of identifying the breach. HB

Computers will not be responsible for any security loopholes of the software systems used for implementations. The respective software vendor is solely responsible for the breach.

7. **IT Solutions for HIPAA Compliance – Doctors.** HB Computers offers effective HIPAA compliance solutions so that Doctors will have a reduced risk of fines, loss of patient confidence, or damaged reputation due to data breaches. HIPAA offers the following services to assist compliance with HIPAA by:
- a. Keeping IT systems compliant with current rules and regulations
  - b. Performing a risk assessment to determine a medical practice's vulnerability
  - c. Implementing the highest level of security measurements
  - d. Providing data backup and disaster recovery solutions
  - e. Providing thorough documentation of actions taken for added compliance

HB Computers establishes safeguards to protect a medical practice's private data from:

- a. Hardware or power failure
- b. Human error
- c. Malware and viruses
- d. Natural disasters

HB Computers and Doctors are bound by the tenets of Industry Solutions Terms and Conditions agreement.

8. **Disclaimer of Warranties.** Customer expressly agrees that the use of any service is at the Customer's sole risk. The service is provided on an "as is" and "as available" basis. HB Computers expressly disclaims all warranties of any kind, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement concerning services or products manufactured or provided by third parties. Such services and products are warranted by the third parties providing them - not by HB Computers.

HB Computers also makes no guarantee that:

- a. Any service will meet Customer's or any user's requirements
- b. Any service will be uninterrupted, timely, secure, or error-free
- c. The results obtained from the use of any service will be accurate or reliable
- d. The quality of any products, services, information, or other material purchased or obtained by Customer through the service will meet the Customer's expectations.
- e. Any errors in any service will be corrected

Any material downloaded or otherwise obtained using a service or product is done at Customer's own discretion and risk, and Customer will be solely responsible for any damage caused.

9. **Limitations of Liability.** Customer expressly understands and agrees that HB Computers and its officers, agents and employees or third party outsourced service providers shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, punitive or other damages, including but not limited to, damages for loss of profits, goodwill, use, data, business interruption or other intangible losses arising or relating in any way to any services or products that HB Computers may provide, (even if they have been advised of the possibility of such damages or result in whole or in part from the negligence of HB Computers or its officers, agents or employees and/or even if all other releases and waivers contained in this agreement are deemed inapplicable or unenforceable).

Customer agrees that any claim or damage of any kind against HB Computers and/or its officers, agents or employees arising out of or relating to any service or product HB Computers may provide shall not exceed the greater of \$1,000 or the amount Customer has paid to HB Computers within the month preceding the occurrence of the claim or cause of action for the service or product that allegedly caused damage to Customer.

10. **Arbitration.** Except with respect to actions to collect amounts due and owed under this Agreement, the parties expressly agree that any controversy or claim arising out of or relating to this Agreement in any way, or the breach thereof, shall be settled in Orange County, California by binding arbitration, in accordance with the procedures of the American Arbitration Association ("AAA") under California law. Discovery shall be allowed as provided under the California Civil Discovery Act in force at the inception of the arbitration. This Agreement shall be enforceable, and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction.
11. **Warranty of Authority/Parties to Agreement.** Each party signing this Agreement warrants that he, she or it has the authority to bind the parties on whose behalf he, she or it is executing this Agreement, including those acting as agents or assignees of a party to the Agreement. Customer agrees that all rights and obligations under this Agreement shall be binding upon Customer's heirs, successors, assigns, insurers, principals, agents, employees, guests and family members. This Agreement shall be enforceable by HB Computers and its respective successors and assigns.

12. **Integration Clause.** This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, and it supersedes and replaces all prior negotiations and agreements of any kind or nature whatsoever, written or oral.

I HAVE READ, UNDERSTOOD, AND AGREE TO THE TERMS AND CONDITIONS THAT APPEAR ON THIS AGREEMENT.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**HB Computers**  
**Automatic Credit Card Billing Authorization Form**

If you would like to enjoy the convenience of automatic billing, simply complete the Credit Card Information section below and sign the form. All requested information is required. Upon approval, we will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting us.

I authorize HB Computers to automatically bill the card listed below when balances are due.

Credit Card Number: \_\_\_\_\_ Type of Credit Card: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV Code: \_\_\_\_\_

Card Holder Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Card Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_