

# Network M.D.

Healthy Networks. Healthy Business

## Network M.D. Terms & Conditions

**Important:** The purchase of products and services from Network M.D. Inc. indicates that you the customer agrees with these terms and conditions. Network M.D. Inc. reserves the right of changing these terms and conditions with or without prior notice.

### 1. **General**

The customer has accepted these terms and conditions by accepting a quote, authorizing a work order, or purchasing any products and or services from Network M.D. Inc. The customer hereby gives permission to Network M.D. Inc. to access the systems, networks, and/or facilities in order to provide the products and services. The customer acknowledges that this kind of access can sometimes carry some potential risk to information on systems, servers, and networks and agrees to release and hold Network M.D. Inc. harmless from all liability for loss, including incidental and/or consequential damages that may result there from.

### 2.

#### **Definition of Products and Services**

The terms "Products and/or Services" shall mean the products and/or services provided by Network M.D. Inc. to the customer upon his request, which are listed in a quote and/or invoice. As part of the Products and Services, Network M.D. Inc. may assist the Customer in licensing, installing, configuring, and updating third party software and/or hardware.

### 3.

#### **Authorized user, use, and responsibilities**

The Customer indicates by signing these terms and conditions that has the legal age, and has the power to act as an authorized representative in the matters related to this agreement, and has provided information that is correct and complete in order to receive and pay for the products and/or services, and has agreed to be fully responsible and liable for any use of the installed hardware or software, and has agreed to not use the hardware or software for actions that are against the law.

### 4.

#### **Pricing and Payment**

The customer agrees to pay the all applicable fees for Network MD, Inc. services specified in the Quote, Order, and/or Invoice Form. The customer also agrees to pay 100% of hardware and software cost before delivery of said software/hardware. Payments for services will be due 7 days after the completion of said services. The customer agrees to pay to any additional fees due to interest of unpaid invoices, collection fees and others that might apply. Acceptable methods of payment will be cash, credit cards, debit cards, money orders, or cashier's check. Network M.D. technicians will bill on a 30 minutes increment at the rate provided in the quote. For any amount not paid to Network M.D. when due, the customer agrees to pay a late fee of 10% a month on the overdue amount. If the amount overdue is not paid

within 60 days of the due date, Network M.D. Inc. reserves the right to send the bill to our collections agency. The customer agrees also to pay any collection and attorney's fees that may arise as a result of a late or delinquent payment. The waiver of any fees or charges lies solely at the discretion of Network M.D. Inc.

5.

#### **Privacy Policy and Confidential Information**

At Network MD, Inc., customer's privacy is a vital part of our service. Network MD, Inc. will treat Customer's personal information in accordance with its current Privacy Policy, subject to change from time to time.

Each party to this contract agrees not to misuse or disclose to any non-party, any confidential information of the other party. Confidential information is information which relates to the other party's research, development, trade secrets, business affairs, or personal or financial data, but does not include information which is in the public domain or easily accessible by non-parties of ordinary skill in computer systems design and programming.

The customer hereby acknowledges that during the performance of this Contract, Network MD, Inc., its advisors, agents, employees and service representatives may learn or receive confidential information pertaining to the customer and Network MD, Inc. hereby confirms that all such information relating to customer's business or personal affairs will be kept confidential, except to the extent such information is required to be divulged by law or by court order.

6.

#### **Availability of Products or Services**

Some or all of Network M.D. Inc. products and services might not be available at times based on different circumstances such as unsupported computer system, unreliable Internet speeds, and others. Network M.D. Inc. or its suppliers may, at any time, without notice or liability, restrict the use of the services or limit its times of availability in order to perform service and maintenance activities. Network M.D. will try to minimize such maintenance to less critical hours to avoid any service interruptions.

Network M.D. Inc. will try to schedule services within a reasonable period of time. The customer understands that there might be circumstances outside the control of Network M.D. Inc. which could delay the delivery of the products and/or services. The customer agrees to find Network M.D. Inc. blameless for any damages resulting from such delays.

7.

#### **Termination of Services**

The products and/or services will be provided as soon as the customer agrees and signs these terms and conditions along with the quote and/or invoice. It will continue until all the products and/or services are delivered to the customer. The customer may request a termination of any services provided and the account will be canceled from any future charges in the coming billing cycles, whether they are monthly, yearly, etc. Cancellation of services might require the payment of a cancellation fee depending on the service being canceled and it will be at Network M.D. Inc. discretion. There will be no refunds allowed or issued for services provided. Only refunds for hardware will be given if manufacturer agrees to doing so.

8.

#### **Software Licenses and Third Party Services**

The customer may not copy, modify, publish, transmit, rent, license, re-sell, transfer, trade or allow others to use or benefit from third party software, CDs, programs or other intellectual property. The customer agrees to both the terms and conditions determined by Network M.D. Inc. and by any third party software provider. Network M.D. Inc. has not license, or make any representation or warranty regarding any Third

Party Software.

9.

**Independent Contractor**

The customer acknowledges that Network MD, Inc. is an independent Contractor and neither Network MD, Inc., agents, employees nor affiliates is or shall be deemed employed by the customer. Network MD, Inc. reserves the right to determine the method, manner and means by which such services will be performed.

Network MD, Inc. and its employees are not required to perform services for the customer during any particular hour of the day or night, and the time spent on the customer's systems is at Network MD, Inc.'s discretion, subject to the customer's access times and security requirements. The customer further acknowledges that Network MD, Inc. is not required to devote its full time nor the full time of any of its employees to the performance of services required under the quote and/or invoice, and the customer recognizes that Network MD, Inc. has other customers and that it offers services to the general public. The order and sequence in which the work is to be performed shall be under the control of Network MD, Inc. and its employees, and not under customer's control.

10.

**Release of liability**

Network M.D. Inc. hereby warrants that the products and services to be delivered will be of the kind and quality designated on the quote and/or invoice and will be performed by qualified personnel. The customer agrees that Network M.D. Inc. makes no other warranties, whether written, oral or implied, concerning the products or services provided under this contract, including without limitation, warranty of merchantability or fitness of purpose, except to the extent that a manufacturers warranty may apply.

The customer grants to Network M.D. Inc. and its representatives the necessary and reasonable access to the customer's computer systems at premises. The customer acknowledges that in order to provide the products or services requested Network M.D. Inc. might find it necessary to open, view, modify, edit, delete, or otherwise manipulate the customer operating system, documents, media, or any other software contained in the customer's computer systems and networks. The customer also grants permission to Network M.D. Inc. and its representatives to download, install, and or configure software and or hardware in the customers systems and network in order to provide the requested services or products.

The customer acknowledges that due to the nature of the services being performed, Customer is exposed to some potential risk of damage or loss including, without limitation, damage to the customer's computer hardware, cabling, hubs, routers, switches, peripherals, accessories, furniture, home, and office, as well as potential risk of damage, corruption, loss of business or time, loss of computer software, applications, data, and data storage media. Customer understands that it is highly recommended that Customer take proper and adequate measures to preserve, protect and safeguard critical data by backing up such data in appropriate ways prior to any services being performed by Network MD, Inc. Unless specifically requested and provided to the customer as a paid service by Network MD, Inc., the customer is exclusively responsible for providing all backup, archiving, and protective storage as well as restoration, if required, of the customer's data.

11.

**Limitation of liability**

The customer hereby acknowledges and agrees that under this contract, the customer is dealing with a corporation, Network M.D. Inc., formed under the laws of the State of Utah; and no employee, officer, director, or shareholder of Network M.D. Inc. is or will be liable for Network M.D. Inc.'s obligations under this contract or for any other

debts or obligations of Network M.D. Inc; and in any dispute with Network M.D. Inc., whether arising under this contract or otherwise, it will proceed only against Network M.D., Inc and not against any employee, officer, director, shareholder, or representative of Network M.D. Inc in their individual capacities.