

SUBSCRIBER SIGNATURE AUTHORIZATION FORM

Please complete all requested information below.

Clinic/Hospital Name: _____

Doctor's Name: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

Email Address: _____

Web Site: _____

Practice Mgmt. Software: _____

Optional Services:

eReminders 30 days past due 60 days past due 90 days past due

eClinic
(Appointment Hours to be displayed on website)

eAppointments

eBirthdayCards

Lost & Found

Payment Term:

Monthly Quarterly Annually

Payment Method:

Master Card Visa Discover American Express

Credit Card #: _____ Exp. Date: _____

Name on Card: _____

Address: _____

City/State/Zip: _____

By signing below, Subscriber agrees to EPETRECORDS SERVICE AGREEMENT with no revisions, and authorizes ePetRecords to charge Subscriber credit card using the Payment Term and Method selected above. Cancellation requires 20 days written notice (see paragraph 9 below).

Subscriber Signature Date

Subscriber Printed Name

EPETRECORDS SERVICE AGREEMENT

This is an agreement ("Agreement") between subscriber ("Subscriber") and ePetRecords, LLC ("ePetRecords") to provide Internet hosting of pet medical records ("Service") associated with the subscribed account ("Account") and governs Service provided by ePetRecords. This Agreement explains our respective legal rights concerning all aspects of our relationship.

ARBITRATION NOTICE: The Resolution of Disputes provisions below describe our mutual agreement to use mandatory arbitration for the resolution of most past or future disputes between us instead of a court trial or class action lawsuit.

IF YOU 1) USE THE SERVICE, OR 2) PAY US FOR THE SERVICE, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, ALL AS MAY BE CHANGED AS DESCRIBED IN PARAGRAPH 3 BELOW.

DESCRIPTION OF SERVICE

- Service.** Provide Internet hosting of pet medical records. The features and options of the Service are described in feature or promotional materials, (collectively, "Sales Information"), all of which are incorporated by reference, are a part of this Agreement and were available when you activated or changed Service. To receive copies of Sales Information contact sales@epetrecords.com.
- Service Rate.** The service rate ("Rate") and other charges are described in your Sales Information. We may amend the Rate upon advanced notice provided to you in any manner we choose. If you select an Annual Payment Term, any amended Rate increase would not take effect until the end of the one year term. In the event we make such a change you have the right to terminate the Agreement by giving us written notice, sent to the address in the Notices section below, within 20 days of the date we notify you, and will not be charged any cancellation fee. If you use the Service more than 20 days after we notify you of a Rate increase, you agree to the Rate change.
- Changes to Agreement or Service.** We may amend this Agreement, including the Sales Information, upon advance notice provided to you. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate the Agreement by written notice, sent to the address in the Notices section below, within 20 days of the date we notify you. If you use the Service more than 20 days after we notify you of a change, you agree to that change. You may take advantage of additional services for which you qualify, provided that you comply with any requirements of the service. Any change will take effect by your next billing cycle, and your continued use of the Service will be deemed to constitute your express consent to the changes.
- Availability/Interruption.** Service may be temporarily limited or interrupted due to system capacity limitations, system repairs, or modifications. Interruption may also result from nonpayment of charges by Subscriber. We may block access to ePetRecords.com system if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems, or other misuse of our system.

USE OF SERVICE

- Account Access and Unauthorized Use.** Any person able to provide information we deem sufficient to identify you and the Account is authorized by you to receive information about and make changes to your Account. You are responsible for safeguarding your system access information (such as your provider id, password or account number). If your provider id or password is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request.
- Your Content and Use of Service.** You are solely responsible for all content that you permit to be posted or transmitted onto or through the Service, including materials, code, data, text (whether or not perceptible by users), multimedia information (including, but not limited to sound, data, audio, video, graphics, photographs, or artwork), or any other items or materials accessible through the Service.
- Use of Service.** Reproduction, retransmission, or resale of Service is prohibited without prior written contractual arrangements and/or approvals from ePetRecords. You are responsible for your connection compatibility with our Service and for the purchase and maintenance of any additional hardware, software, and/or Internet access from your PC required to use the Service.

TERM OF SERVICE AND TERMINATION

- Term.** The term of this Agreement for each Subscriber begins on the date we activate Service or the date you accept a benefit that extends or renews the term and ends when Service is terminated. Any termination of our Service, except for your cancellation within 30 days of initial activation, will be effective at the end of the billing cycle in which cancellation occurs and you will be responsible for payment of all fees and costs until that time.
- Termination.** If you wish to terminate your Service, written notice to the address provided in the Notices section below is required 20 days prior to the date you wish Service to end. Upon termination of Service, you are responsible for all charges incurred prior to notifying us of cancellation. Promotions and/or discounts may end upon termination of this Agreement and we may require reactivation charges to renew Service after termination or suspension.

CHARGES AND BILLING

- Charges.** You are responsible for paying for the Service assigned to you, even if you did not use, or authorize the use of the Service.
- Payment.** Payment of all charges will be due and charged to your credit card on the first (1) business day of the month. If the first (1) business day of the month is a holiday, payment will be due and charged to your credit card on the next business day following such holiday. Billing cycle dates may change when a billing cycle covers less than or more than a full month, we may prorate or make reasonable adjustments. You must promptly notify us of any changes related to the credit card used for payment. Your payment obligations survive any termination of this Agreement.
- Late Payments/Disputes.** A late fee will be charged for amounts unpaid 20 days after the first (1) business day of the month of 1.5% per month. For any credit card charge backs, we will assess an additional fee not to exceed \$25, and we may, without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection. All communications concerning disputed amounts owed must be (1) in writing, (2) marked "Billing Dispute" on the outside of the envelope, and (3) sent to the address provided in the Notices section below.

PRIVACY POLICY

- Our Privacy Policy.** We respect your privacy and that of your clients. The personal information we collect will not be sold, rented, or leased to 3rd parties. In addition to the specific terms of this Agreement, we encourage you to learn more about our privacy practices by reading our Privacy Policy at www.ePetRecords.com/privacy.asp
- Limitation of Liability.** WE ARE NOT LIABLE FOR ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER OR ANY THIRD PARTY PROVIDERS OF SERVICES RELATED TO USE OF OUR SERVICE, LACK OF PRIVACY OR SECURITY EXPERIENCED WHEN USING OUR SERVICE, EQUIPMENT FAILURE OR MODIFICATION, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS THAT THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS). WE ARE NOT LIABLE FOR SERVICE OUTAGES, LOSS OF DATA, INABILITY TO RETRIEVE DATA, SERVICE LIMITATIONS OR INTERRUPTIONS, ECONOMIC LOSS OR INJURIES TO PERSONS, ANIMALS, OR PROPERTY ARISING FROM USE OF THE SERVICE, OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICE UNLESS ARISING FROM OUR SOLE AND GROSS NEGLIGENCE. OUR LIABILITY ARISING FROM ANY SUCH SOLE AND GROSS NEGLIGENCE SHALL IN NO EVENT EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD. WE ARE NOT LIABLE FOR ANY INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS. YOU WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIMS TO RECOVER INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. WE ARE NOT LIABLE FOR THE INSTALLATION OR REPAIR OF THE SERVICE BY ANY PARTIES WHO ARE NOT OUR AUTHORIZED REPRESENTATIVE. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE LIMITATIONS SET FORTH ABOVE WITH RESPECT TO LIMITATION OF DAMAGES AND LIMITATION OF REMEDY ARE INDEPENDENT OF ONE ANOTHER AND WILL SURVIVE ANY FAILURE OF ALL OR PARTS OF THE ESSENTIAL PURPOSE OF THE OTHER.
- Indemnification.** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT, CONTENT YOU STORE OR TRANSMIT USING THE SERVICE, AND ANY OTHER USE OF THE SERVICE UNLESS DUE TO OUR SOLE AND GROSS NEGLIGENCE. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEYS' AND EXPERT WITNESS' FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT, INCLUDING THROUGH ANY APPEAL, EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

GENERAL

- Notices.** We may send notices by mail or electronic means. You are responsible for notifying us of any changes in your mailing or email address. Written notice to us shall be effective when directed to ePetRecords, 217 South 77th St., Broken Arrow, OK 74014 and received by us. Oral and electronic notices shall be deemed effective on the date reflected in our records.
- Entire Agreement.** This Agreement supersedes any inconsistent or additional representations made to you by any of our representatives, agents or dealers. If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable. If, at any time, we do not enforce any right or remedy available under this Agreement, that failure is not a waiver of our right to enforce the right or remedy at a later time. A copy, scan or other duplicate or electronic images of this Agreement are admissible for all purposes.