

Account Number: _____

eServices Account Set-up

Phonak eServices is an online account management tool which allows you to place orders, review documents and check warranty status. You as the owner/manager will be signed up based on the information provided in page 1. If you would like to grant access to your eServices account to other users in your office please fill out the table below.

Salutation	First Name	Last Name	Email	Phone	View Financial Data	Place Orders	Manage Users
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please review the terms and conditions on pages 5-7 and sign the acceptance agreement.

eServices Terms & Conditions

The following govern your use of Phonak's eServices including www.phonakpro.com

Your Account

eServices is designed to be used only by you and any employee that you authorize to use your account. When you register, you will be prompted to create your on-line account and will receive a user name and password. You are responsible for maintaining the confidentiality of your account information. By registering, you accept responsibility for all activities that occur under your account. In the event of unauthorized use or any other misuse of your account, you agree to notify us as soon as practicable by e-mail or phone.

You represent to us that the information that you provide is true, accurate, current, and complete, and agree to update your information when appropriate. You acknowledge that we will rely upon the information that you provide to us. The information that you provide to us is subject to our Privacy Policy. Phonak reserves the right to cancel or terminate your eServices account or user rights at any time.

Your Electronic Signature

You may periodically execute agreements with us electronically either by providing an electronic signature, by selecting a box in the absence of a signature, or selecting "Submit Form". By so doing, you acknowledge and agree that you are electronically signing the document and submitting it to Phonak, LLC ("Phonak"). Furthermore, you agree that your electronic signature is the legal equivalent of your actual signature on the document, and that Phonak is relying upon the signature as your agreement to the terms of the document. In addition, you represent that the information that you provide is true and accurate and that Phonak will rely upon the information that you provide. Finally by electronically signing a document, you agree to be legally bound by its' terms and conditions.

Modification

We reserve the right to make changes to eServices, these terms, and other referenced policies at any time without prior notice.

Privacy

Please review our Privacy Policy to understand our privacy-related practices.

Address

To make purchases on eServices, you must have an active account and a shipping address in the United States.

Product Descriptions

We attempt to be as accurate as possible in describing the products we offer for sale, but we do not warrant that product descriptions or other content of eServices are accurate, complete, reliable, current or free of error. If a product we offer is not as described, your sole remedy is to return it in unused condition. Neither Phonak, nor our officers or directors, employees, affiliates, nor any other party involved in creating, producing, or operating eServices is liable or responsible for any errors or omissions in content. Furthermore, we will not be liable or responsible for any claim or direct or consequential, arising out of the use, interpretation, reliance upon, or other implementation of such information. The availability and pricing of products is subject to change at any time without notice.

Other Transaction Terms

Credit terms, shipping, handling, returns, payment, and warranty, among other terms, are all addressed in your Account Application, Phonak's Price and Reference Guide, and/or another agreement between us. Those terms apply to any eServices transaction.

Export

The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations - including but not limited to the Export Administration Act and the Arms Export Control Act - and not to transfer, by electronic transmission or otherwise, any content derived from eServices to either a foreign national or a foreign destination in violation of such laws.

Consent to Electronic Communications

When you visit or send e-mails to us, you are communicating with us electronically. In doing so, you agree that we may collect and use such information in connection with any online or offline offering or any electronic mail offering directed to you. We will communicate with you by e-mail or by posting notices on the eServices site. You agree that all notices, agreements, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

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We will not permit any conduct by you that we believe restricts or inhibits any other authorized user from accessing and using the eServices. You agree to use eServices only for lawful purposes. You further agree not to violate or attempt to violate the security of the eServices, including, without limitation, actions such as: (1) accessing data not intended for you or logging into a server or account that you are not authorized to access; (2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (3) attempting to interfere with service to any user, host, by way of submitting a virus to or overloading, using any type of spyware or redirecting software, flooding, spamming, mail-bombing or crashing eServices; (4) forcing the placement of cookies; (5) sending unsolicited e-mail, including promotions and/or advertising of products or services; or (6) forging any TCP/IP packet header or any part of the header information in any e-mail or posting.

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Security Policy

Phonak is committed to securing your personal information. We recognize that your privacy and security are of the utmost importance, and we have devoted a great deal of effort to ensure that your personal information is safeguarded.

Our Secure Sockets Layer (SSL) encryption software is the industry standard and among the best software available today for secure online commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read as the information travels over the Internet. In addition, your personal information resides in a database behind a firewall where it cannot be accessed without proper authorization. Your personal password is fully encrypted and not accessible by anyone.

Links to Third-Party Websites	Occasionally, we may make available a link to a third party's website. These links will let you leave the eServices. The linked websites are not under our control, and we are not responsible for the contents of any linked website or any link contained in a linked website, or any changes or updates to such websites. We are not responsible for webcasting or any other form of transmission received from any linked website. We provide the links to you only as a convenience. We do not endorse any third-party linked website or its use or contents.
Disclaimer of Warranties and Limitation of Liability	<p>Phonak provides the eServices on an "as is" basis. Phonak makes no representations or warranties of any kind, express or implied, as to the operation of eServices or the information, content or materials included on the eServices. You expressly agree that your use of eServices is at your sole risk.</p> <p>To the full extent permissible by applicable law, Phonak disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Phonak does not warrant that the eServices, its servers or e-mail sent from Phonak are free of viruses or other harmful components.</p> <p>Under no circumstances will we or any other party involved in creating, producing, or operating eServices be held liable for any direct, indirect, incidental, special, or consequential damages for loss of profits, good will, use, data or other intangible losses (even if we have been advised of the possibility of such damages) that arising from or related to your use of eServices.</p> <p>Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have additional rights.</p>
Applicable Law	These terms and conditions, and any claim relating to or arising from eServices will be governed by the laws of the State of Illinois, without reference to its choice of law provisions.
Termination	These terms are effective until terminated by either party. If you no longer agree to be bound by the Terms of Use, you must cease your use of eServices. Subject to applicable law, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of eServices. You agree that any termination of your access to eServices may be effected without prior notice, and acknowledging and agreeing that we may immediately deactivate or delete your account and all related Account Information and files in your account and bar any further access to such files or eServices. Further, you agree that we shall not be liable to you or any third-party for any termination of your access to the eServices.
General Information	These terms and conditions constitute the entire agreement between you and Phonak with regard to your use of the eServices. Our failure to exercise or enforce any right or provision will not constitute a waiver of such right or provision. If any provision(s) is held invalid, the remainder of these terms and conditions will be read as if that provision is not included.

Acceptance

☐ **Click here for electronic signature (preferred) or print and sign below.**

By clicking here, I authorize Phonak to open an eServices account, allowing online access to business information including but not limited to product ordering and financial information. If the account is for a fictitious entity, I represent that I have authority to execute this on behalf of the entity. I certify that all information I have provided is true and accurate, and acknowledge that Phonak will rely on this information. Finally, I agree to the terms and conditions for providing eServices.

Signature: _____

Print Name: _____

Date: _____