



TERMS AND CONDITIONS

All services provided by TriVox Medical Media to the Customer are subject to the following Terms and Conditions.

1. Acceptance of Services

Following consultation with TriVox Medical Media, all Customers will receive a copy of this Terms and Conditions statement indicating agreement to and acceptance of said Terms and Conditions, which must be signed and returned to TriVox Medical Media before work on the agreed project can commence.

2. Cost of Services

Cost of services provided by TriVox Medical Media are as defined in the Rates section of the TriVox web site (<http://www.trivox.com/rates.html>). A written estimate of cost of services will be provided to Customers upon evaluation of Customer requirements. Estimates remain valid for sixty (60) days from date of preparation. TriVox Medical Media reserves the right to change the rates of services advertised within this site without prior notice.

3. Payment for Services

Payment for services is due upon receipt of invoice. Accounts remaining unpaid for sixty (60) days after the date of invoice will be considered delinquent (see below).

4. Delinquency of Payment

If the Customer in delinquency maintains any materials on TriVox Medical Media server space, TriVox Medical Media reserves the right to remove all such material from its server space. Removal of said material does not relieve the obligation of the Customer to pay any outstanding debts. Checks returned for insufficient funds will incur a return charge of US\$25 and the account will be declared delinquent until payment of Customer account is made in full. Customers with delinquent accounts agree to pay for reasonable expenses incurred by TriVox Medical Media in the enforcement of these Terms and Conditions, including attorney fees and costs for collection by third-party agencies.

5. Termination of Services

Requests by Customer for termination of services of TriVox Medical Media must be submitted in the form of a written letter bearing the signature of the Customer. Written requests for termination of services will be effective immediately upon receipt of such notice. E-mail or telephone requests for termination of services will not be honored.

6. Legal Restrictions

Services of TriVox Medical Media may be used only for purposes in accordance with U.S. or state law. Submission, transmission, or maintenance of any materials in violation of any U.S. or state regulations is strictly prohibited. This includes, but is not limited to, materials of a threatening or obscene nature. TriVox Medical Media reserves the right to refuse service to the Customer without providing reason or cause.

7. Copyright

The Customer will retain the copyright to data, files and graphic logos provided by Customer to TriVox Medical Media in the course of a project. Furthermore, the Customer grants TriVox Medical Media the right to publish and use such material strictly for the purposes of advertising the services of TriVox Medical Media. All materials produced for the Customer by TriVox Medical Media will remain the copyright of TriVox Medical Media, until the Customer's account is paid in full, after which copyright immediately automatically transfers to the Customer. The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party. Furthermore, the Customer is further responsible for granting TriVox Medical Media permission and rights for use of the same and agrees to indemnify and hold harmless TriVox Medical Media from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions.

8. Indemnity

The Customer agrees to indemnify and hold harmless TriVox Medical Media from any and all claims resulting from the Customer's use of TriVox Medical Media's services that cause damage to the Customer or a third party.

9. Disclaimer

TriVox Medical Media makes no warranties of any kind, whether express or implied, for the services it provides. TriVox Medical Media also disclaims any warranty of merchantability or fitness for a particular purpose. TriVox Medical Media will not be responsible for any direct, indirect or consequential damages which may result from the use of its services including loss of data resulting from delays, non-delivery or interruption in service.

10. General

These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The Customer's signature below constitutes agreement to and acceptance of these Terms and Conditions.

I have read and understood the above Terms and Conditions for services provided by TriVox Medical Media, and agree to abide by them.

Name (please print)

Signature

Title

Company Name

Date

Please mail signed document to:

TriVox Medical Media
1470 Beacon St., Suite 29
Brookline, MA 02146