# Sonova USA Inc. Account Application

#### **Business Information** Legal Business Name\*: Date Business Established\*: Doing Business As\*: Street Address\*: City\*: State\*: Zip\*: Country\*: Phone Number\*: Fax Number: Federal Tax ID Number\*: Are you tax exempt\*? ☐ Yes $\square$ No If yes, attach a copy of the resale or exemption certificate to your email. Audiologist or Dispensing State License Number: Enter the names and addresses of your locations below. Please indicate which locations receive/pay invoices and receive/dispense products. If you have more than 3 office locations, attach a file with a list of all your locations address and phone number, as well as the answers to the questions in the table below. Ship to locations (receives product) cannot have a PO Box address. Receives Receives Street Address City State Zip Phone Invoice Product $\square$ Y $\square$ N **Contact Information** Authorized Authorized Authorized to discuss to discuss to Order\* balance due\* pricing\* Owner\*: Name\*: $\square$ Y $\square$ N $\square$ Y $\square$ N $\square$ Y $\square$ N Email Address\*: Phone\*: Primary Name\*: $\square$ Y $\square$ N $\square Y \square N$ $\square Y \square N$ Contact\*: Email Address\*: Phone\*: $\square$ Y $\square$ N AP Contact\*: Name\*: $\square$ Y $\square$ N $\square$ Y $\square$ N Email Address\*: Phone\*: Email address where invoices should be sent\*:

Other:



Name:

Phone:

Email Address:



 $\square$  Y  $\square$  N

 $\square$  Y  $\square$  N

 $\square$  Y  $\square$  N

<sup>\*</sup>Required field

Form of Business:							
☐ Corporation	□ Proprietorship	☐ Partnership	□LLC	□ Other			
Choose one of the	following that bes	st describes your busin	ness:				
☐ New Business/C	ompany (less than	2 years)					
☐ Existing busines	s/Company						
☐ Change in	n ownership rchased from Sond	eason for applying for a ova before n Sonova (ie: buying gro		ount:			
Have you ever had	an account with So	onova before? □ Ye	es 🗆	No			
If yes, provide the f	ollowing:						
Account Name:			,	Account Numb	oer:		
Street Address:							
Does your business		les to consumers online	e, without	physically inte	racting with pati	ients? □Yes	□No
Anticipated monthl	ly nurchases in doll	ars \$					
Credit Inf  How do you intend  Purchase Order Re  Remit addresses  Refer to Invoice for	to pay? ☐ Cred quired: ☐ Yes	it card at time of order	□Red	quest Net 30 te	erms (pending c	redit review)	□ Auto-ACH*  *Phonak only. Must fill out ACH Reques Form on page 4
Terms &	Condition	S					
, , , , , , , , , , , , , , , , , , , ,	•	ot, and agree to be boun ww.phonak.com/en-us/t	•			. ,	
Acceptance							
"You") request an a agree to the credit and release all com and financial response agencies. You reprethat all information to the terms and compession."	teccount with Sonov terms listed in the opanies and banks onsibility and You have esent that You have You have provided	nalf of yourself and the law for the purpose of purpose of purpose and agree to prome to furnish information to ereby authorize Sonovale authority to execute the law the application.	rchasing hapt payme o Sonova. to obtain nis applica	nearing aids an ent. In order to . You also agre your individua ation on behalf	nd related acces open an accour e that Sonova w I credit report fr of the custome	sories for resale nt and obtain cre vill undertake a r om one or more r business listec	e to patients and You edit, You authorize review of your credit e credit reporting d above. You certify
Signature*:							
Print Name*:							

Date\*:

#### **Personal Guaranty**

If You are opening an account as an individual owner, Sonova requires a personal guaranty. If You are a guarantor and married, your spouse must also sign the guaranty. If You are opening an account on behalf of a practice (and not individually) all practice owners must sign a personal guaranty.

Legal Business Name:							
Doing Business As:							
Street Address:							
City:			State:	Zip:			
Personal Guaranty: By clicking or signing below, undersigned (if married, both arising out of the relationship continuing and irrevocable guand nonpayment and conser waiving any objection to pers of law principles.	n spouses must sign) has created by this accou uaranty and compensant to the enforcement o	ereby person nt application ition for such of this obligat	nally guarantees to so n that is owed to So n debt of the compa ion before any cour	Sonova the paymen pnova. It is understo any. The undersigne t of competent juris	t of any obligati od that this gua d hereby waive ediction in DuPa	on of the cor aranty will be notice of defa age County, Ill	a ault linois,
□eSign			□eSign				
Signature:			Signature:				
Name:			Name:				
Date:			Date:				
Home Address:			Home Addre	SS:			
City:	State:	Zip:	City:		State:	Zip:	

# **Automated Clearing House (ACH) Request Form**

## Please fill out this form if you checked Auto-ACH payment method on page 2.

Customer Information:			
Customer Name:			
Remittance Address:			
Remittance City:		State:	Zip Code:
Contact Name:		Phone Number:	
E-Mail Address:			
Banking Information:			
Customer's Bank Name:			
Bank Address:			
Bank's City:		State:	Zip Code:
Bank Contact Name:		Phone Number:	
ABA Routing Number:		Account Number:	
Account Type (please check only one):	☐ Checking	□ Savings	
Customer's Authorization:			
Please sign below to confirm that you are from the account mentioned above, which	-	-	ansferring payments for your invoices
Signature:		Title:	
Phone Number:		Date:	

Last updated: April 19, 2023





# Sonova eServices **Account Set-up**

Account Number:	

## Sonova eServices Account Set-up

Sonova eServices is an online account management tool which allows the individual or company assigned the above Account Number ("You") or ("I") to place orders, review documents and check warranty status (collectively, the "Purpose").

This functionality is automatically set up to facilitate subsequent electronic transactions upon new account creation.

Please complete the following table and return to us for access to online services:

- Phonak email to eservices@phonakpro.com, or fax to 630-393-7400
- Unitron email to services@unitron.com, or fax to 800-521-5400

First Name	Last Name	Email	Phone	View Financial Data	Place Orders	Manage Users

Please review the terms of use on the following pages and sign the acceptance agreement on the last page.

## Sonova eServices Terms of Use

### The following govern Your use of the Sonova eServices including www.phonak.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 which is available on Our website. Sonova reserves thright 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 Sonova USA Inc. ("Sonova"). Furthermore, You agree that Your electronic signature is the legal equivalent of Your actual signature on the document, and that Sonova 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 Sonova will rely upon the information that You provide. Finally by electronically signing a document, You agree to be legally bound by its' terms of use and further represent and warrant that, to the extent applicable, You have the authority to bind the company assigned the above Account Number to the terms of use of such documents.
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. You agree to the terms of the Privacy Policy.
Address	To make purchases on eServices, You must have an active account and a shipping address in the United States.
Product Descriptions	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 Sonova, 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 or related to Your use of eServices. Furthermore, We will not be liable or responsible for any claim or damages of any kind, including direct or consequential damages, arising out of the use, interpretation, reliance upon, or other implementation of such information or the eServices. 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, the Phonak 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, whether through email, by posting on the eServices site, or through any other electronic means, satisfy any legal requirement that such communications be in writing.

## Sonova eServices Terms of Use, continued

#### Intellectual Property

Content that You may access under this Agreement may be protected by trademark, copyright, or patent. You have no rights to transfer or assign any of Our content. You may not copy, display, distribute, download, license, modify, publish, re-post, reproduce, remove, reuse, sell, transmit, create a derivative work from or otherwise use Our content without Sonova's authorization. You may not use the content to refer to or promote any product or service that is not Ours, in any manner that is likely to cause confusion among consumers or in any manner that disparages or discredits Sonova. Any content not owned by Sonova is the property of the respective owners, who may or may not be affiliated with, connected to, or sponsored by Sonova or its subsidiaries. Images of people, objects or places displayed on the eServices are either the property of, or used with permission by, Sonova.

We own or use by permission all software contained on eServices, including, without limitation, all HTML code. Copyright and other laws and international treaty provisions protect this software. The applicable laws expressly prohibit any modification, redistribution or reproduction of the software, and such actions could result in severe civil and criminal penalties. We will seek

and support prosecuting violators to the maximum extent possible. You agree that You shall not modify, redistribute or reproduce any part of the eServices or related software.

#### eServices License and **Prohibited Uses**

We grant You a limited license to access and make use of eServices solely for the Purpose identified on the above Account Set -up Page and not to download (other than page-caching) or modify it, or any portion of it, except with our express written consent. This license does not include the use of eServices to do any of the following: (1) duplicate, copy, resell or commercially use the eServices or its contents; (2) download or copy any account information for the benefit of another merchant or other person or entity; (3) use any false or inaccurate information for purposes of establishing an account with us; (4) collect or otherwise use any data located on eServices for litigation or legislative purposes; (5) take any action that imposes an unreasonable or disproportionately large load on the eServices infrastructure; (6) use any device, software or routine to interfere or attempt to interfere with the proper working of eServices or any activity being conducted on the eServices; (7) use any engine, software, tool, agent or other automated process or mechanism (including without limitation avatars, browsers, crawlers, robots, spiders, or intelligent agents) to navigate or search eServices other than: (i) the search engine and search agents available from Sonova, and (ii) generally available thirdparty web browsers; (8) allow any other person or entity to use Your account number (user ID) or other identifying information; or (9) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service (collectively the "Prohibited Acts"). You agree that you shall not perform or participate in any Prohibited Acts or cause any Prohibited Acts to occur.

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 or 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.

You may not frame or use framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of Sonova without its express written consent. You may not use any meta-tags or any other hidden text utilizing Sonova's name or Trademarks without Our express written consent. Any unauthorized use will immediately terminate the permission or license granted by Us. You may not use any Sonova logo or other proprietary graphic or trademark as part of the link without Our express written permission.

#### Indemnity

You agree to indemnify and hold harmless Sonova and its officers, directors and employees from and against any and all claims, assessments, damages or other liability of any kind, including Sonova's reasonable attorney's fees in defense thereof, arising out of Your use of the eServices or Your breach of this Agreement.

#### **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.

## Sonova eServices Terms of Use, continued

#### **Disclaimer of Warranties** and Limitation of Liability

THE eSERVICES, INCLUDING ALL CONTENT AND INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND SONOVA DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT AND ALL WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE eSERVICES IS AT YOUR OWN RISK AND YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR ACCESS OR USE OF THE INTERNET AND THE eSERVICES.

SONOVA DOES NOT WARRANT AGAINST HUMAN AND MACHINE ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES, INCLUDING LOSS OF DATA. SONOVA DOES NOT GUARANTEE OR WARRANT THAT THE eSERVICES WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR OTHER MALICIOUS CODE. SONOVA DOES NOT WARRANT OR GUARANTEE THAT THE FUNCTIONS OR SERVICES PERFORMED IN THE eSERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE eSERVICES WILL BE CORRECTED.

SONOVA MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE eSERVICES, OR USE OF MATERIAL, INFORMATION OR DATA DOWNLOADED OR OTHERWISE OBTAINED FROM THE eSERVICES, OR REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE IN THE ESERVICES. SONOVA DOES NOT HAVE ANY RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATION.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL SONOVA, ITS AFFILIATES OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE. THE eSERVICE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE eSERVICE OR SUCH OTHER WEBSITES, OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE OR LOSS OF DATA, AND WHETHER CAUSED BY TORT, BREACH OF CONTRACT OR OTHERWISE. EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

You acknowledge and agree: (1) that Your use of the eServices and any material, information or data downloaded or otherwise obtained through the use of the eServices is at your own discretion and risk; and (2) that You are solely responsible for any damage to Your computer system and for loss of data that results from the use of the eServices including the download of any material, information or data, and for any other form of damage that may be incurred.

#### **Applicable Law**

These terms of use, 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. We reserve the right to suspend, terminate 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 acknowledge and agree 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**

The owner of the eServices is based in the United States of America. We provide the eServices for use only by persons located in the United States of America. We make no claim that the eServices or any of its content is accessible or appropriate outside the continental United States of America. If You access the eServices from outside the United States of America. You do so on your own initiative and are responsible for compliance with local laws. These terms of use constitute the entire agreement between You and Sonova 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 of use 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 agree to the terms herein and authorize Sonova to open an eServices account, allowing online access
to business information including but not limited to product ordering and financial information. I represent that I have
authority to execute this on behalf of the entity identified above, whether or not fictitious. I certify that all information I have
provided is true and accurate, and acknowledge that Sonova will rely on this information. Finally, I agree to the terms of use
for providing eServices.
nature:
nt Name:
e: