



## Secure Destruction Services

ACCESS accepts Client's materials for destruction upon the following terms and conditions:

**Services.** ACCESS will destroy the materials that are designated by Client for destruction (such materials hereinafter called "Materials") in accordance with industry standards. Upon request, ACCESS shall provide to Client a certificate of destruction for the destroyed Materials.

**Client Representations.** Client represents and warrants that (i) it is the owner or legal custodian of all Materials; (ii) it is in compliance with all laws, regulations and agreements relating to the confidentiality, retention and disposition of the Materials and it has the right to destroy same; and (iii) no Materials contain toxic, hazardous or dangerous substances, substances regulated under any environmental law, or items that may damage ACCESS' shredding equipment.

**Limitation of Liability.** ACCESS is not liable for (i) any loss or damages whatsoever relating to the Materials or its destruction by ACCESS or (ii) for the repair, replacement or restoration of any destroyed Materials or (iii) unless due to ACCESS' gross negligence, the dissemination or release of Materials. ACCESS' maximum liability, if any, for any and all claims arising hereunder shall not exceed the aggregate amount paid by Client. ACCESS WILL IN NO EVENT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM THIS AGREEMENT UNDER ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, EVEN IF ACCESS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

**Indemnification; Attorney's Fees.** Client hereby releases ACCESS, and will indemnify and hold ACCESS and its officers, directors, shareholders, members, employees and agents harmless, from and against any and all liabilities, damages, penalties, costs or expenses, including reasonable attorney's fees, arising from any breach of Client's representations; and from any damage to ACCESS' shredding equipment caused by Client's Materials.

**Miscellaneous.** In the event Client is a "Covered Entity" as defined in 45 CFR Part 160, the Business Associate Agreement found at [www.InformationProtected.com](http://www.InformationProtected.com) is specifically incorporated herein by reference and is binding upon the parties. This Agreement contains all of the terms and conditions with respect to the Services provided by ACCESS hereunder. No purchase order or other writing is binding upon ACCESS unless agreed to by ACCESS in writing.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_