

## VETS FIRST CHOICE TERMS OF SERVICE

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Direct Vet Marketing Inc., on behalf of itself and as agent for its consolidated affiliates (“Vets First Choice,” “we,” “us” or “our”) provides our group of web sites including [www.vetsfirstchoice.com](http://www.vetsfirstchoice.com), [www.vparx.com](http://www.vparx.com), [www.roadrunnerpharmacy.com](http://www.roadrunnerpharmacy.com), [www.atlasdrugs.com](http://www.atlasdrugs.com), [www.vetdata.com](http://www.vetdata.com) and other affiliated websites, and our mobile applications and all content and services, referred to collectively, as the “Site”. Use of the Site is subject to your agreement to comply with and be subject to the terms and conditions set forth in this Terms of Service agreement, along with the Privacy Policy. By visiting or using the Site, you are indicating your acceptance of these Terms of Service and your agreement to be bound by it.

**1. Privacy.** Please review our Privacy Policy, which also governs your use of this Site.

**2. Changes and Updates to Terms of Service.** Please read these Terms of Service carefully before using the Site. At times it may be necessary for us to make changes to the Site or these Terms of Service. We reserve the right to update or modify these Terms of Service at any time and from time to time without prior notice. If we make any material changes to these Terms of Service, we will provide a notice on our Site prior to the changes becoming effective. Please review these Terms of Service periodically, and especially before you provide any personal information. These Terms of Service were last updated on the date indicated above. Your continued use of our service after the effective date of any changes or revisions to these Terms of Service shall indicate your agreement with the terms of such revised Terms of Service.

**3. Your Use of Content.** The content available on or through use of the Site, including but not limited to data, text, articles, software, images, graphics, downloads, icons, logos, photographs, audio and video, links and references, software, and other materials (collectively “Content”) is provided for informational purposes only. THE CONTENT IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL VETERINARY ADVICE, DIAGNOSIS, OR TREATMENT. VETS FIRST CHOICE DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC VETERINARIANS, PRODUCTS, TESTS, PROCEDURES, OPINIONS OR OTHER CONTENT THAT MAY BE MENTIONED ON THE SITE. ALWAYS SEEK THE ADVICE OF A QUALIFIED VETERINARY PROFESSIONAL WITH ANY QUESTIONS YOU MAY HAVE REGARDING AN ANIMAL’S MEDICAL CONDITION. DO NOT DISREGARD PROFESSIONAL VETERINARY ADVICE OR DELAY IN SEEKING IT BECAUSE OF CONTENT ON THE SITE. RELIANCE ON ANY CONTENT ON THIS SITE IS SOLELY AT YOUR OWN RISK.

**4. Products, Services and Content Provided.** All products and services made available on, by or through the Site (collectively, the “Services”) and Content are provided for solely for your own personal and non- commercial purposes and is subject to US and international intellectual property laws. You acknowledge and agree that the Content and Services are owned by us, our suppliers and/or licensors, as applicable, and are protected by intellectual property laws. We reserve the right to change, modify, or delete the content at any time. You may not distribute, modify, transmit or publicly display the content without the prior written consent of Vets First Choice or its licensors or suppliers, as applicable. You shall take all reasonable steps to prevent any unauthorized reproduction and/or other use of the Content and will advise Vets First Choice promptly in the event you become aware of any such unauthorized use(s).

**5. Limited Use of Content and Services.** THE CONTENT AND SERVICES MAY BE OUTDATED AND MAY CONTAIN ERRORS, OMISSIONS, AND INACCURACIES (INCLUDING ERRORS, OMISSIONS AND INACCURACIES THAT RESULT FROM INACCURATE, OUTDATED AND/OR INCOMPLETE CONTENT PROVIDED BY YOU). THE CONTENT IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL VETERINARY ADVICE, DIAGNOSIS, OR TREATMENT.

**6. Your Account.** In order to use some of the features or functionality offered at the Site or to access some areas of the Site, you may need to create an account and have a valid payment method associated with it. You are responsible for providing truthful and accurate information to create an account, and for maintaining the confidentiality of passwords to your account. If you are under 18, you may use the Content and Services only with the involvement of a parent or legal guardian. We reserve the right to terminate your account, refuse registration of passwords, refuse service, or terminate your rights under these Terms of Service, or cancel orders in our exclusive discretion. All information provided to us is subject to the Vets First Choice Privacy Policy. If you have questions about your account, or have reason to believe that your account with us is no longer secure, you agree to immediately notify us at [support@vetsfirstchoice.com](mailto:support@vetsfirstchoice.com).

**7. Third Party Links.** The Site may contain links or other references to web sites and/or services operated by third parties including, without limitation, social media and social networking services (the “Third Party Sites”). Your use of any Third Party Sites is subject to the privacy policies and terms of use established by the specific Third Party Site, and Vets First Choice disclaims all liability associated therewith. The presence of any link or reference to a Third Party Site does not indicate any approval or endorsement by Vets First Choice. Further, descriptions of, or references to, third party products, services or publications within the Site do not imply endorsement of, and Vets First Choice is not responsible for and

disclaims any endorsement of, any such product, service or publication. To personalize your Site experience, you may have the ability to log in to the Site via certain Third Party Sites. Third Party Sites will provide us with access to certain information that you have provided to such Third Party Sites, and we will use, store and disclose such information in accordance with our Privacy Policy. However, please remember that the manner in which Third Party Sites use, store and disclose your information is governed solely by the policies of such third parties, and we shall not have any liability or responsibility for the privacy practices or other actions of any Third Party Sites that may be enabled within our Site.

**8. Code of Conduct.** You agree to use our Site solely in compliance with these Terms of Service and applicable law. Without limiting the generality of the foregoing, you agree not to do any of the following: spamming; phishing; transmission of unlawful, harmful, objectionable, or inappropriate content; transmission of trade secrets; transmission of advertisements, solicitation, or unsolicited commercial or harmful communication; restriction of or interference with any other visitor from using the Site; directly or indirectly expressing or implying that statements you make are endorsed by us; uploading any content containing any virus, worm, unauthorized file, script, or program designed to damage or allow unauthorized use of or access to the Site; removing any copyright, trademark or proprietary rights notices; framing or mirroring any portion of the Site; use of any spider, site search/archival application, bot, or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents; forging or otherwise manipulating headers or identifiers in order to disguise the origin of any email; use false email addresses, or misleading content to impersonate another person; or harvest or collect information about the Site visitors or members without their express written consent.

## **9. Purchases.**

**9.1** If you wish to purchase any Services through the Site, you will be asked by us or the third-party provider of the Services to supply certain information applicable to your purchase, including, without limitation, credit card details and shipping information. You understand that any such information will be treated by us in the manner described in our Privacy Policy. You agree that all information that you provide to us or such third-party provider will be true, accurate, current and complete.

**9.2.** You agree to pay all fees and charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. All amounts appearing on the Site are quoted in U.S. dollars. Payments must be made using a valid credit card. Credit

card payments are processed on by the veterinarian using a third-party payment processor. **ALL TRANSACTIONS ARE BETWEEN YOU, THE PET OWNER, AND YOUR VETERINARIAN, UNLESS OTHERWISE REQUESTED BY THE VETERINARIAN.**

**9.3** Despite our efforts, a small number of the items in our Site or in our printed formularies may be mispriced. If we discover a mispricing, we will do one of the following: (a) if an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item; or (b) if an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

**9.4.** Descriptions or images of, or references to, Services on the Site do not imply our endorsement of such Services. We reserve the right, without prior notification, to change such descriptions or references, to change the prices, fees and charges associated with any Service, to limit the order quantity on any Service, to reject, correct, cancel or terminate any order, and/or to refuse to provide any Services to you. Verification of information applicable to a purchase may be required prior to our acceptance of any order. Price and availability of any Services are subject to change without notice.

**9.5.** Once you have completed your purchase, you will receive an e-mail confirming your order. Please keep this e-mail as it is your sales receipt and order confirmation for Services ordered, and will include your order number. All order fulfillment e-mails will contain a contact e-mail address which you should use to contact your veterinarian or Vets First Choice if you require additional information about orders, pricing, products, services, accounts or passwords. The address for support is: support@vetsfirstchoice.com.

**9.6.** Subject to applicable law, shipping, return and exchange of any Service purchased from the Site will be governed by Vets First Choice's Shipping and Return policies. We reserve the right, without prior notification, to change our Shipping and Return policies at any time. We attempt to be as accurate as possible in the description of products on the Site. However, we do not warrant that product descriptions or other content is wholly accurate, complete, reliable, current or error-free. If a product offered on the Site is not as described, your sole remedy is to return it in unused condition. **PLEASE NOTE THAT PRESCRIPTION MEDICATIONS MAY NOT BE RETURNED, AND ALL SALES ARE FINAL PER STATE AND FEDERAL LAWS.**

**10. AutoShip Subscriptions.** By clicking on the 'AutoShip' button on any eligible product you accept the terms, limitations, conditions and requirements of this Section 9. When you elect to purchase an eligible AutoShip product, your AutoShip subscription will automatically create a new order according to the frequency you

choose. Before we process subsequent orders, you will automatically receive a reminder email, seven (7) days before your order is placed. The amount charged for an AutoShip product will be the price of that item on our site at the time your order is processed, or lower. The total cost charged to your payment method for each AutoShip order will be the price of the item, less any AutoShip promotion for the product you ordered, plus any applicable shipping charges and sales tax. The charge for each AutoShip item shipment will be billed to the payment method you used to create your subscription, or as otherwise directed by you. If we are unable to complete your AutoShip order with the payment method you used to create your subscription, you will receive a credit card declined email and your AutoShip item will not be placed until you update the payment method on your account. Your subscription will remain in effect until it is cancelled. You can cancel or adjust your AutoShip preferences or order frequency at any time by visiting Manage AutoShip in your account, clicking Edit and cancel. We reserve the right to change AutoShip terms at any time, including discount amounts and eligibility used to determine discount amounts, price, taxes, availability of products, and shipping charges. If the item is unavailable when we plan to ship it, we will contact you through email or phone. AutoShip subscriptions are good while supplies last and we reserve the right to terminate your subscriptions at any time without notice. If we do so, you will only be charged for orders that have been shipped to you.

**11. Intellectual Property.** All content included in or made available through the Site, including copyrights, trademarks, logos, and service marks displayed on the Site, are the intellectual property of Vets First Choice, our licensors and suppliers, and others. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any intellectual property without the express written permission of Vets First Choice, our licensors or suppliers, or the third-party owner of any such intellectual property and use of the intellectual property is expressly prohibited. Vets First Choice trademarks may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages Vets First Choice, its licensors, or its suppliers.

**12. Rules for Polls, Surveys, Sweepstakes, Contests and Games.** Any polls, surveys, sweepstakes, contests or games (collectively, the "Contests") that are accessible through the Site are governed by these Terms of Service, to the extent applicable, and by any such additional rules that are made available with the Contest. By entering or participating in the Contests, you signify your agreement and acceptance of these Terms of Service and such applicable rules. Our Privacy Policy governs any information you submit in connection with such Contests.

**13. Ideas and Postings.** You may submit or post creative ideas, suggestions, feedback or materials, or other communications (collectively, "Ideas") to us through

the Site or by direct communication, so long as such submissions are not illegal, threatening, obscene, defamatory, invasive of privacy, infringe the rights of third parties, or are otherwise objectionable. By submitting, sending, posting, displaying, performing and/or otherwise distributing Ideas to Vets First Choice, you hereby grant us and our designees a worldwide, nonexclusive, sub-licensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Ideas in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation and without an obligation to report to the provider of the Ideas, and waive all moral rights (including any rights to attribution) that you may have in such Ideas. You further agree that we and our designees shall exclusively own all documents, works and other materials that incorporate all or part of any Idea(s). If you do submit or post Ideas, you acknowledge and agree that other persons, including Vets First Choice employees and contractors along with others who have or will make Ideas, may have submitted or may submit in the future Ideas that are similar to the Ideas submitted by you. You acknowledge and agree that you will not receive any compensation because of Vets First Choice's use of other similar Ideas. You agree that no confidential or fiduciary relationship is established between you and Vets First Choice as a result of your submission of the Idea. Vets First Choice has no obligation to use or distribute your Ideas. You also acknowledge and agree that, with respect to any portion of any of your Ideas that are not protectable, submission of the Ideas shall not be deemed to place Vets First Choice in any different position than members of the general public.

**14. Termination.** These Terms of Service shall remain effective until terminated in accordance with its terms. Either you or Vets First Choice may terminate these Terms of Service immediately upon notice to the other party. In addition, we reserve the right to immediately terminate these Terms of Service, and/or your access to and use of the Site, or any portion thereof, at any time and for any reason, with or without cause. Upon termination of these Terms of Service by either party, your right to use the Site shall immediately cease, and you shall destroy all copies of any Content that you have obtained from the Site, whether made under the terms of these Terms of Service or otherwise. The following sections of these Terms of Service shall survive the termination of these Terms of Service: 2, 3, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17 and 18.

#### **15. Disclaimers.**

**15.1 As Is Basis.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW: (A) THE SITE IS PROVIDED ON A STRICTLY "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED;

AND (B) VETS FIRST CHOICE AND ITS AFFILIATES, AGENTS, SERVICE PROVIDERS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, REPRESENTATIVES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "REPRESENTATIVES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ANY WARRANTIES THAT THE SITE IS CURRENT AND/OR UP-TO-DATE. VETS FIRST CHOICE AND THE REPRESENTATIVES DO NOT WARRANT THAT THE SITE NOR YOUR USE OF THE FOREGOING, WILL BE COMPLETE, ACCURATE, CURRENT, RELIABLE, UNINTERRUPTED, ERROR-FREE OR SECURE, NOR THAT DEFECTS WILL BE CORRECTED, NOR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON. NO OPINION, ADVICE OR STATEMENT OF VETS FIRST CHOICE OR ANY OF REPRESENTATIVES, WHETHER MADE ON OR IN CONNECTION WITH THE SITE SHALL CREATE ANY WARRANTY.

**15.2 No Implied Warranties.** Some states do not allow the disclaimer of implied warranties of merchantability and fitness for a particular purpose, so the above disclaimers or exclusions may not apply to you. In the event that applicable law imposes implied warranties on the Site notwithstanding the foregoing, such implied warranties shall not have a duration greater than one year from the relevant purchase or access date; shall terminate automatically at the end of such period; and shall be disclaimed and excluded to the fullest extent permitted by law. You may also have other rights under applicable law which vary from state to state.

**15.3 User Identity.** VETS FIRST CHOICE AND THE REPRESENTATIVES ARE UNDER NO OBLIGATION TO VERIFY THE IDENTITY OF USERS OF THE SITE. VETS FIRST CHOICE AND THE REPRESENTATIVES DO NOT CONTROL THE MATERIALS POSTED OR SUBMITTED TO THE SITE BY PERSONS OTHER THAN THEMSELVES AND DO NOT MONITOR, SCREEN, OR EDIT THOSE MATERIALS FOR COMPLIANCE WITH APPLICABLE LAWS OR THESE TERMS OF SERVICE. YOU MAY FIND SOME OF THE MATERIALS POSTED BY OTHER USERS TO BE OFFENSIVE, HARMFUL, INACCURATE OR DECEPTIVE. YOU SHOULD USE CAUTION AND COMMON SENSE WHEN USING THIS SITE.

**15.4 Risk of Commercial Transaction.** THROUGH YOUR USE OF THE SITE, YOU MAY HAVE THE OPPORTUNITY TO ENGAGE IN COMMERCIAL TRANSACTIONS WITH THIRD PARTIES. ALL SUCH TRANSACTIONS ARE AT YOUR OWN RISK. VETS FIRST CHOICE AND ITS REPRESENTATIVES ARE NOT PARTIES TO ANY SUCH TRANSACTIONS AND DISCLAIM ANY AND ALL LIABILITY REGARDING ALL SUCH TRANSACTIONS.

**15.5 Competition Animals.** VETS FIRST CHOICE AND ITS REPRESENTATIVES EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES IN REGARD TO THE SUITABILITY OR USE OF ANY PRODUCT FOR ANIMALS INVOLVED IN COMPETITION, INCLUDING AUTHORIZATION OR APPROVAL BY THE GOVERNING BODY FOR THE SPORT OR COMPETITION IN WHICH YOUR ANIMAL IS INVOLVED. VETS FIRST CHOICE'S LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF ANY PRODUCT FOR AN ANIMAL ENGAGED IN ANY COMPETITION SHALL BE THE TOTAL AMOUNT PAID BY YOU FOR THE PRODUCT.

**16. Limitation of Liability.** NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER VETS FIRST CHOICE NOR ANY OF ITS REPRESENTATIVES ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES OR LIABILITIES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SITE, CONTENT, SERVICES AND/OR ANY LINKED SITE, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. YOUR SOLE REMEDY WITH RESPECT TO THIS SITE AND/OR ANY THIRD PARTY SITE IS TO STOP USING THE SITE OR THE APPLICABLE THIRD PARTY SITE, AS APPLICABLE. VETS FIRST CHOICE'S LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE ARISING OUT OF OR RELATING IN ANY MANNER TO THE SITE SHALL BE THE TOTAL AMOUNT PAID BY YOU FOR USE OF THE SITE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you and in such case in no event shall NO EVENT SHALL VET FIRST CHOICE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).



**17. Indemnification.** You agree to fully indemnify, defend and hold Vets First Choice and its Representatives from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Service, (b) any allegation that any Ideas or other materials you submit to us or transmit to the Site infringe or otherwise violate the copyright, patent, trademark, trade secret or other intellectual property or other rights of any third party, and/or (c) your activities in connection with the Site.

**18. Jurisdiction.** This Site is administered by Vets First Choice from its offices in Portland, Maine, U.S.A. and other locations within the United States. Vets First Choice makes no representation that the Site is appropriate or available for use outside the United States, and access to the Site from jurisdictions in which the contents of the Site are illegal is prohibited. You may not use, export or re-export the Site or any copy or adaptation thereof, in violation of any applicable laws or regulations, including without limitation U.S. export laws and regulations. If you choose to access this Site from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws.

These Terms of Service shall be governed by the laws of the State of Maine without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Vets First Choice agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Portland, Maine. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS- CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO these Terms of Service. The failure of Vets First Choice to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms of Service must be filed within one (1) year after

such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Site may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Site. You hereby acknowledge that you have carefully read all of the terms and conditions of Vets First Choice's Privacy Policy and agree to all such terms and conditions.

Under California Civil Code Section 1789.3, Site users residing in California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

**19. Arbitration.** At our or your election, all disputes, claims, or controversies arising out of or relating to these Terms of Service and/or the Site that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before J.A.M.S. or its successor. Vets First Choice shall advance the costs of such binding arbitration, but you agree that should we prevail in the arbitration, Vets First Choice is entitled to reimbursement of all costs. Unless otherwise agreed by the parties, arbitration will be held in Portland, ME before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by J.A.M.S. and will be conducted in accordance with the rules and regulations promulgated by J.A.M.S. unless specifically modified in these Terms of Service. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator will have the power to order the production of documents by each party and any third-party witnesses. In addition, each party may take up to three (3) depositions as of right, and the arbitrator will not have the power to order the answering of interrogatories or the responses to requests for admission or the inspection of premises. In connection with any arbitration, each party must provide to the other, no later than ten (10) business days before the date of the arbitration, the identity of all persons that may testify at the arbitration, a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert, and a summary of the expert's opinions and the basis for said opinions. The arbitrator's decision and award shall be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power

to award damages in excess of the limitation on actual compensatory damages set forth in these Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under these Terms of Service, and each party hereby irrevocably waives any claim to such damages. The parties covenant and agree that they will participate in the arbitration in good faith. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing party) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

**20. SMS.** By signing up for text message alerts, you give consent to receive text messages from Vets First Choice to your mobile device through an automatic telephone dialing system, subject to the following terms and conditions. When you opt-in to Appointment Reminders and Marketing Texts, we will send you a Short Message Service (SMS) message (often known as text message) to confirm your signup. You may receive up to 4 messages per month, depending on account activity. You may opt in by checking the consent box at checkout. You may opt out at any time by texting "**STOP**" to **39771** to unsubscribe from all alerts, or by calling us at (888) 606-3336. After you send the SMS message **STOP** to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages. If you want to join again, just sign up as you did initially. If you need assistance with the SMS program, text "**HELP**" to **39771** or by calling us at (888) 606-3336. After you send the SMS message **HELP** to us, we will respond with instructions on how to use our service as well as how to unsubscribe. Participating carriers: T-Mobile, AT&T, Verizon, Sprint, Cricket, U.S. Cellular, Boost, MetroPCS, Virgin Mobile, and others. This list may change at any time without notice. Vets First Choice does not charge you when we send text messages, but message & data rates may apply. For questions about your text plan or your data plan, contact your wireless provider. Vets First Choice is not liable for delayed or undelivered messages. Consent to these terms is not a condition of purchase.

**21. Entire Agreement.** These Terms of Service constitutes the entire agreement between you and Vets First Choice and governs your use of the Site, superseding any prior agreements between you and Vets First Choice with respect to the Site.

**22. Severability.** If any provision of these Terms of Service is for any reason deemed invalid, unlawful, void or unenforceable by a court or arbitrator of

competent jurisdiction, then that provision will be deemed severable from these Terms of Service, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms of Service (which will remain in full force and effect).

**23. Copyright Infringement Claims.** If you believe that your work has been copied in a manner or type that constitutes infringement of your copyright, please submit a complaint to [legal@vetsfirstchoice.com](mailto:legal@vetsfirstchoice.com) or to the following address: Vets First Choice 7 Custom House Street, Suite 5 Portland, ME 04101, Attn: Legal Department. Your claim should include ALL of the following information:

- A description of the copyrighted work you believe has been infringed upon;
- A description of where the material that you claim is infringing is located on this Site;
- Your email address, phone number, and physical address;
- A statement by you that you have a good-faith belief that the alleged use on this Site is not authorized by the copyright owner, an agent for the copyright owner, or under the copyright laws of the United States;
- A statement by you, made under the penalty of perjury, that the information in your notice is accurate;
- A statement by you, made under the penalty of perjury, that you are the copyright owner, or are authorized to act on the copyright owner's behalf; and
- A physical signature of the copyright owner or person authorized to act on behalf of the copyright owner.

**24. Contact Us.** For more information or questions about these Terms of Service, please contact us at [support@vetsfirstchoice.com](mailto:support@vetsfirstchoice.com) or call (888) 606-3336.