

VETS FIRST CHOICE PET OWNER TERMS OF SERVICE

Last Updated: January 01, 2015

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE. USING THIS SITE INDICATES THAT YOU ACCEPT THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, YOU DO NOT HAVE PERMISSION TO USE THIS SITE.

Direct Vet Marketing Inc., dba Vets First Choice (“Vets First Choice,” “we,” “us” or “our”) provides our web site located at www.VetsFirstChoice.com and our mobile applications (each, an “App”) (the web site, each App and all Content and Services (each as defined below), are referred to collectively, as the “Site”), subject to your agreement to comply with and be subject to the terms and conditions set forth in this Terms of Service agreement (the “Agreement”). This Agreement governs the relationship between Vets First Choice and you, our Site visitor (“you” or “your”), with respect to your use of the Site and your purchase of any Services from the Site. By visiting or using the Site, you are indicating your acceptance of this Agreement and your agreement to be bound by it.

1. Your Use of Content.

The Content available on or through use of the Site, including but not limited to data, text, articles, content, software, images, graphics, photographs, audio and video clips, links and references and other materials (collectively, the “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 IS SOLELY AT YOUR OWN RISK.

2. Changes and Updates to this Agreement.

Please read this Agreement carefully before using the Site. This Agreement may have changed since your last visit to this Site. Vets First Choice reserves the right at any time to: (a) change the terms and conditions of this Agreement; (b) change any prices, fees and charges associated with the Site, Content or Services; (c) change the Site, including eliminating or discontinuing any Content or Services or other feature of the Site; and/or (d) deny or terminate your use of and/or access to the Site. Except as may be otherwise disclosed on the Site or in correspondence to you, any changes Vets First Choice makes will be effective immediately upon our making such change(s) available on the Site or otherwise providing notice thereof. You agree that by using the Site after the change has been implementing, you are indicating your acceptance of the change(s). As such, you are advised to review this Agreement each time you use the Site.

3. Products, Services and Content Provided.

All products and services made available on, by or through the Site (collectively, the “Services”), as well as the Content, are provided for solely for your own personal and non-commercial purposes. You acknowledge and agree that the Content and Services are owned by Vets First Choice, its suppliers and/or licensors, as applicable, and are protected by intellectual property laws. You must retain all trademark, copyright and other proprietary notices on downloaded or printed Content, and any such downloads or copies are subject to the terms and conditions of this Agreement and shall remain the property of Vets First Choice and/or its licensors and/or suppliers. 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.

4. Limited Right to Use Content and Services

The downloading, printing and other use of the Content, and the provision of Services to you, is conditioned on your acceptance of this Agreement, as well as any other terms and conditions that are presented or provided in connection with any such Content or Services. By using any Content and/or obtaining Services, as applicable, you agree to all such terms and conditions. You may print or download a reasonable number of copies of any graphic or textual Content owned by Vets First Choice. You may not otherwise use any of the Content except as expressly authorized by this Agreement and, in any event, 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). You acknowledge and agree that Vets First Choice may modify or delete the Content at any time, in its sole discretion.

5. Creating an Account

5.1 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 with Vets First Choice. If and when you create an account with Vets First Choice, you agree to (a) provide true, accurate, current and complete information as prompted by our registration form and (b) maintain and update your information to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate this Agreement and your use of the Site. You understand that any information you provide will be treated by Vets First Choice in the manner described in our [Privacy Policy](#).

5.2 As part of the process of creating an account, you will be asked to select a user name and password. We may refuse to grant you a username in our sole discretion. If we reject your selection of a user name, you will be asked to create an alternative. You will be responsible for the confidentiality and use of your password and for all activities that are conducted through your account. You agree not to transfer or resell your use of or access to the Site to any third party or to disclose your log-in credentials to any third party. If you have reason to believe that your account with us is no longer secure, you must immediately notify us by emailing us at support@vetsfirstchoice.com.

5.3 You affirm that you are at least 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to comply with this Agreement.

6. Third Party Links and Social Networking Services.

6.1 The Site may contain links or other references to web sites and/or services operated by third parties (the "Third Party Sites") including, without limitation, social media and social networking services (the "Social Media Services"). Vets First Choice provides these links and references for your convenience but we have not fully reviewed Third Party Sites or the Social Media Services and we do not control such Third Party Sites and/or the Social Media Services or their content or offerings. Your use of any Third Party Sites and/or Social Media Services is subject to the privacy policies and terms of use established by the specific Third Party Site and/or Social Media Service, and Vets First Choice disclaims all liability associated therewith. The presence of any link or reference to a Third Party Site or Social Media Service does not indicate any approval or endorsement by Vets First Choice of the Third Party Site or Social Media Service and/or any material contained on or through the Third Party Site and/or Social Media Services and we expressly disclaim any such approval or endorsement. 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.

6.2 You may have the ability to log in to the Site via certain Social Networking Services and/or to access

certain Social Networking Services. By integrating these Social Networking Services into the Site, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. However, please remember that the manner in which Social Networking Services 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 site or service that may be enabled within our Site.

7. Code of Conduct.

You agree to use our Site solely in compliance with this Agreement and applicable law. Without limiting the generality of the foregoing, you agree not to do any of the following without our express written permission in each instance:

- (a) engage in spamming or phishing attacks;
- (b) transmit (a) any content or information that is unlawful, harmful, or otherwise objectionable or inappropriate, or that infringes our or any third party's intellectual property or other rights; (b) any trade secret of any third party; or (c) any advertisements, solicitations, chain letters or other unsolicited commercial communication;
- (c) restrict or inhibit any other visitor from using the Site;
- (d) express or imply that any statements you make are endorsed by us;
- (e) upload any content that contains any virus, worm or other files, scripts or programs designed to damage or allow unauthorized access to the Site;
- (f) remove any copyright, trademark or other proprietary rights notices contained in or on the Content;
- (g) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- (h) "frame" or "mirror" any part of the Site;
- (i) use any spider, site search/retrieval application, robot 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;
- (j) forge headers or otherwise manipulate identifiers in order to disguise the origin of any email; and/or
- (k) harvest or collect information about Site visitors or members without their express consent.

8. Purchases.

8.1. 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.

8.2. 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.**

8.3 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.

8.4. 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.

8.5. 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.

8.6. 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, which can be found at your practice's online store. We reserve the right, without prior notification, to change our Shipping and Return policies at any time. **PLEASE NOTE THAT PRESCRIPTION MEDICATIONS MAY NOT BE RETURNED, AND ALL SALES ARE FINAL PER STATE AND FEDERAL LAWS.**

9. Intellectual Property Ownership and Restrictions.

9.1 The Site (and all intellectual property and other rights relating thereto) is owned and operated by Vets First Choice and its licensors and suppliers. The Content and Services are protected by U.S. and international copyright, trademark and other laws, and you acknowledge that these rights are valid and enforceable. Except as set forth in this Agreement, you may not copy, reproduce, modify, adapt, translate, republish, upload, post, transmit, distribute, sub-license, sell, reverse engineer, decompile or disassemble any part of the Site without our prior written permission. The Site may be used solely (a) as permitted in this Agreement or (b) as expressly authorized in writing by Vets First Choice or, if so indicated in writing by Vets First Choice, its licensors or suppliers. Use of the Site for any other purpose is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Site.

9.2 The trademarks, logos, and service marks displayed on the Site (collectively the "Trademarks") are the registered and unregistered trademarks 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 Trademark without the express written permission of Vets First Choice, our licensors or suppliers, or the third party owner of any such Trademark and use of the Trademarks is expressly prohibited.

10. 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 this Agreement, 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 this Agreement and such applicable rules. Our [Privacy Policy](#) governs any information you submit in connection with such Contests.

11. Ideas and Postings.

11.1 Vets First Choice cannot accept or consider creative ideas, suggestions, feedback or materials (collectively, "Ideas") other than those we specifically request. If, despite our request that you not send Ideas, you do send us Ideas, none of the Ideas will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any Ideas. 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, sublicensable (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).

11.2 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.

11.3 You represent and warrant to Vets First Choice that (a) the Ideas do not and will not infringe any rights of any third party, and that the Ideas do not and will not libel, defame, or invade the rights (including, without limitation, the right of privacy or publicity) of any third party; (b) all obligations relating to the Ideas have been satisfied, including, without limitation those with and relating to artists and personnel, licenses, and laboratory and other contracts; (c) you have the right to enter into this Agreement and to grant the rights granted or agreed to be granted hereunder; and (d) you have made all necessary payments (and no additional payments are required to be made) to any and all guilds, unions, performing rights societies, bodies and/or groups representing the foregoing, and other persons who participated in the production of the Ideas.

12. Termination.

This Agreement shall remain effective until terminated in accordance with its terms. Either party may terminate this Agreement immediately upon notice to the other party. In addition, we reserve the right to immediately terminate this Agreement, 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 this Agreement 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 this Agreement or otherwise. The following sections of this Agreement shall survive the termination of this Agreement: 9, 12, 13, 14, 15, 16, 17 and 18.

13. Disclaimers.

13.1 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.

13.2 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.

13.3 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 THIS AGREEMENT. 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.

13.4 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.

14. 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).

15. 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 this Agreement, (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.

16. Jurisdictional Issues.

16.1 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.

16.2 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.

17. Arbitration.

At our or your election, all disputes, claims, or controversies arising out of or relating to this Agreement 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 this Agreement. 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 the Agreement and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Agreement, 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.

18. Miscellaneous.

This Agreement 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. This Agreement 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 THIS AGREEMENT. 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 THIS Agreement. The failure of Vets First Choice to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement 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 this Agreement 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 this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement 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 this Agreement 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 this Agreement 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.

19. Contacting Vets First Choice

Should you have any questions, comments or complaints regarding this Agreement or the Site, please contact us via postal mail at:

Vets First Choice
7 Custom House Street, Suite 5
Portland, ME 04101

Or email us at:

Legal@vetsfirstchoice.com

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