



# User Agreement/Terms of Service/Privacy Policy

## User Agreement

This agreement between you and VetCV, describes your rights to use the software and services. By clicking "accept", you agree to the following terms and conditions of the VetCV licensing agreement:

You can create a VetCV account by signing up online. You agree not to use any false, inaccurate or misleading information when signing up for your VetCV account. If you create a VetCV account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. You cannot transfer your VetCV account to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your VetCV account.

By using the Services, you represent that you have either reached the age of "majority" where you live or have valid parent or legal guardian consent to be bound by these Terms. If you do not know whether you have reached the age of majority where you live, or do not understand this section, please ask your parent or legal guardian for help before you create a VetCV account. If you are the parent or legal guardian of a minor that creates a VetCV account, you accept these Terms on the minor's behalf and are responsible for all use of the VetCV account or Services, including purchases, whether the minor's account is now open or created later.

VetCV may change these terms at any time. The most current version can be reviewed by clicking on the "Terms of Service" link at the bottom of our Web pages. Your use of the services after the date the change becomes effective will be your consent to the changed terms. If you do not agree to the changes, you must stop using the services.

VetCV continuously works to improve its services and may change the services at any time. Additionally, there are reasons why VetCV may stop providing portions of the services, including (without limitation) that it's no longer feasible for us to provide it, the technology advances, customer feedback indicates a change is needed, or external issues arise that make



it imprudent or impractical to continue. VetCV may release the services or their features in beta version, which may not work correctly or in the same way the final version may work.

Fees: Users (employers) posting jobs to VetCV shall pay fees based on the fee matrix described during the posting process and shall be due and payable immediately unless terms are otherwise negotiated. Thereafter the fee will be due and payable at the beginning of each period depending on the payment terms chosen during the job posting process unless otherwise agreed to in writing by both parties at least thirty (30) days prior to the commencement of the respective renewal term. Any agreement where payment will be processed via invoice that is due hereunder and not received by VetCV within thirty days of user receiving an invoice, shall accrue interest at a rate equal to the lesser of one and one-half percent per month or the maximum rate allowed by law. Users (employers), in addition to the other amounts payable under this Agreement, shall pay all sales, use and similar taxes that are levied or imposed by federal, state or local governmental agencies by reason of the transactions contemplated by this Agreement.

VetCV makes no other representations, warranties (express or implied) concerning the software application, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose and any warranties that may arise from usage of trade or course of dealing.

In the event of discovery of any defect or malfunction for which VetCV is responsible under this Agreement, the User shall promptly notify VetCV of any such problem and provide VetCV with reasonable information to allow VetCV to verify and reproduce the error. In the event such error creates a materially adverse effect on Licensee's use of the Software Application in a way that interferes with an immediate, urgent need of Licensee, Licensor shall respond to such report on the same business day as the report if possible (but in no event later than three (3) business days after the report), and thereafter to provide technical assistance to diagnose and correct the defect or malfunction.

VetCV hereby grants to User the right to use and operate the Software Application by approved users. The Software Application shall not be operated by unauthorized/unapproved users without VetCV's prior written consent. Only VetCV and approved users shall be permitted to use and operate the Software Application.

Except as otherwise set forth in this Agreement, Users shall not, without obtaining VetCV's prior written consent, (a) copy, modify, merge or transfer copies of the Software Application; (b) reverse assemble, reverse engineer, reverse compile or otherwise disassemble the



Software Application; or (c) sublicense, rent, lease, assign or disclose the Software Application or any copy thereof, or any application with respect thereto, to any third party (including any affiliate of User). User acknowledges that VetCV has expended a significant amount of time and resources on the development, maintenance and updating of the Software Application, and User specifically acknowledges and agrees, on behalf of itself and its affiliates, that they are not developing and will not during the term of this Agreement and for a period of five (5) years thereafter (the "Five Year Non-Development Period"), develop, or assist any third party in developing, a similar or competing product for commercial, internal or other use based upon the Software Application or any information contained therein. This paragraph shall survive any termination of this Agreement, provided that the Five Year Non-Development Period shall not apply in the event VetCV terminates this Agreement without cause or User terminates this Agreement with cause in accordance with paragraph below titled "TERMINATION". Notwithstanding anything to the contrary contained herein, each party's confidentiality obligations set forth in paragraph titled "CONFIDENTIALITY" below hereof shall survive both the termination of this Agreement and the expiration of the Five Year Non-Development Period regardless of whether this Agreement is terminated with or without cause by either party hereto.

TERMINATION. (a) In addition to the other rights of termination set forth in this Agreement, this Agreement may be terminated as follows: either party may terminate this Agreement for any reason. Upon the termination of this Agreement, User must immediately cease using the Software Application and any downloaded documents, images, or other proprietary data obtained via the VetCV Application. At that time, VetCV may disable your access to the software. If your services are canceled or terminated, we may permanently delete your content from our servers and we have no obligation to return content to you. Expiration or termination of this Agreement for any reason shall not relieve either party of its obligations incurred prior to such expiration or termination, and shall be without prejudice to any of the rights or remedies of either party available at law or in equity.

CONFIDENTIALITY. (a) The parties acknowledge that prior to or during the current or any renewal term of this Agreement, they may exchange confidential information pertaining to their respective businesses or products in order to perform hereunder (including but not limited to information related to the Software Application of VetCV and information related to clients and customers of either party). For purposes of this Agreement, all of such information shall be considered "Confidential Information," provided however, that such information shall not be deemed "confidential" if it is: (i) known to the recipient as evidenced by its written records before receipt of such information from the disclosing party; (ii) is disclosed in good faith to the recipient by a third party lawfully in possession of such



information and not under an obligation of nondisclosure; (iii) is or becomes part of the public domain through no fault of the recipient; or (iv) is developed by the recipient independently of any confidential information provided by the other party.

(b) Because of the value of Confidential Information to each party, and the serious damage which revelation of such Confidential Information could cause, the parties hereby agree that: neither party (nor their respective affiliates) shall reveal or allow to be revealed or disclosed any aspect of the other party's Confidential Information to any third party, nor shall either party (nor their respective affiliates) use or allow to be used any aspect of the other party's Confidential Information, except: (i) as otherwise provided in this Agreement, or (ii) as may be expressly authorized by the other party in writing, or (iii) as may be required by law.

(c) Each party shall exercise due care in protecting the other party's Confidential Information while in the possession of such party, and shall take appropriate actions by instruction or agreement with its employees to satisfy its respective confidentiality obligations contained herein.

(d) Either party shall have the right to obtain a temporary, preliminary or permanent injunction, or other injunctive or equitable relief to enforce its confidentiality rights as set forth herein. The provisions of this paragraph shall survive termination of this Agreement for any reason.

LIMITATION OF LIABILITY. Notwithstanding any provision to the contrary contained in this Agreement, (i) VetCV's liability relating to or arising from a dispute or claim related to this Agreement (whether such liability, dispute or claim has arisen from a breach of contract or warranty, negligence or otherwise) shall not exceed the aggregate amount of payments previously paid by User to VetCV during the twelve (12) month period preceding the date such claim is made, and (ii) VetCV shall not be liable for any special, incidental, consequential, indirect or other similar damages relating to or arising from a dispute or claim hereunder, including but not limited to lost profits, lost savings, or loss of use, even if VetCV has been advised of the possibility of such damages.

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

*We Both Agree To Arbitrate.* You and VetCV agree to resolve any claims relating to these Terms or the Services through final and binding arbitration by a single arbitrator, except as set forth under Exceptions to Agreement to Arbitrate below. This includes disputes arising out of or relating to interpretation or application of this "Mandatory Arbitration Provisions" section, including its enforceability, revocability, or validity.



*Arbitration Procedures.* The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, Pensacola, (FL), or any other location we agree to.

*Arbitration Fees and Incentives.* The AAA rules will govern payment of all arbitration fees.

*Exceptions to Agreement to Arbitrate.* Either you or VetCV may assert claims, if they qualify, in small claims court in Pensacola (FL) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Escambia County, Florida to resolve your claim.

**FORCE MAJEURE.** If either party shall be delayed in its performance of any obligation or be prevented from performing any such obligation due to causes or events beyond its control, including without limitation any Act of God, fire, strike or other labor problem, legal sanction, present or future law, government order, rule or regulation, such delay or nonperformance shall be excused and the time for performance shall be extended to include the period of such delay or nonperformance.

**ASSIGNMENT/BINDING EFFECT.** User shall not assign its rights or delegate its duties under this Agreement without the prior written consent of VetCV. VetCV may freely assign this Agreement including its rights and duties set forth herein without the prior consent of User. This Agreement shall be binding upon the parties and their successors and permitted assigns. If any provision of this Agreement is found or declared by a court of competent jurisdiction to be unenforceable for any reason, such declaration of finding shall not effect the remaining provisions of this Agreement, which shall remain in full force and effect.

**ENTIRE AGREEMENT.** Users and VetCV acknowledge that they have read this entire Agreement, and that this Agreement and its exhibits constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral and written communications.



MISCELLANEOUS. This Agreement shall not be modified, amended or in any way altered except by any instrument in writing signed by both parties. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without regard to the conflicts of laws provisions thereof. Should either party hereto institute any action or proceeding to enforce any provision of this Agreement or for any damages by reason of default under any representation, warranty or covenant set forth in this Agreement, or for a declaration of such party's rights or obligations under this Agreement or for any other judicial remedy, the party to whose favor final judgment shall be entered shall be entitled to receive from the losing party such amount as the court may judge to be reasonable attorneys' fees for services rendered to the prevailing party.

## Terms of Service

To access portions of the services, you will need an VetCV account. The VetCV account is the credentials you will use to authenticate with our network. To create an VetCV account, you must provide a user name and password, certain demographic information. You are responsible for keeping your account information and password confidential and are responsible for all activity that occurs under your VetCV account.

If you've forgotten your password or otherwise can't access your VetCV account, you can recover your VetCV account by visiting the Reset your Password webpage. VetCV doesn't guarantee that your VetCV account will be restored or your content (as defined later) will be safeguarded.

## Content

Content includes anything you upload to, store on, or transmit through the services, such as data, documents, photos, video, email, and instant messages ("content"). Your content remains your content, and you are responsible for it. We do not control, verify, pay for, or endorse the content that you and others make available on the services.

You have initial control over who may access your content. If you share content in public areas of the services, such as in your profile, or in shared areas available to others you've chosen, you agree that anyone you have shared content with may, for free, use, save, reproduce, distribute, display, and transmit that content in connection with their use of the services and other VetCV, or its licensees', products and services. If you don't want others to have that ability, don't use the services to share your content. If you use or share content on the services in a way that infringes others' copyrights, trademarks, other intellectual property rights, or privacy rights, you are breaching this agreement. You represent and warrant that for the duration of this agreement you have (and will have) all the rights necessary for the



content you upload or share on the services and that the use of the content won't violate any law.

When you upload your non-medical content to the services, you agree that it may be used, modified, adapted, saved, reproduced, distributed, and displayed to the extent necessary to protect you and to provide, protect and improve VetCV products and services. For example, we may occasionally isolate information from profiles and email to improve the services with new features that make them easier to use. Also, because the matching feature is essential to the services, VetCV may share your content with other users of VetCV when recommending individuals to employers and employers to individuals. We will not notify you before sharing your content in such a manner. When processing your content, VetCV takes steps to help preserve your privacy.

Content that violates this agreement or your local law isn't permitted on the services. VetCV reserves the right to review content for the purpose of enforcing this agreement. VetCV may block or otherwise prevent delivery of any type of email, IM, or other communication to or from the services as part of our effort to protect the services or our customers, or otherwise enforce the terms of this agreement.

VetCV may ask you to remove your content from the services if it violates this agreement or the law. Failure to comply may result in loss of access to, or cancellation of, the services or your VetCV account. VetCV may remove your content without asking you if we determine it's in violation of this agreement or the law, or if we receive a notice of intellectual property infringement from a third party.

### Services cancellation

You may cancel a Service at any time, with or without cause. You can do this by emailing support@VetCV.com. You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; or (iv) you may lose access to and use of your account when you cancel the Services. If you cancel, your access to the Services ends at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.

If you violate this agreement, we may take action against you including (without limitation) removing your content from the services, suspending your access to the services, asking you to refrain from certain activities, canceling your services, and referring such activity to





appropriate authorities. Additionally, we enforce a policy that provides for the termination, in appropriate circumstances, of user accounts who are, in our discretion, serious offenders. In the event we take action against you for a violation of this agreement, we may permanently delete, and you may permanently lose, some or all of your content stored on the services and/or we may cancel your services in their entirety. Data that is deleted may be irretrievable.

If you sign up for a paid portion of the services (employers) and fail to make an on-time payment, we may suspend or cancel that service.

If your services are canceled or terminated (whether by you or us), your right to use the services stops immediately and your license to use our software ends. At that time, we may disable your access to the software. If your services are canceled or terminated, we may permanently delete your content from our servers and we have no obligation to return content to you.

## Charges

If there is a charge associated with a portion of the services, you agree to pay that charge. The price stated for the service excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. We may suspend or cancel the services if we don't receive an on time, full payment from you. Suspension or cancellation of the services for non-payment could result in a loss of access to and use of your account and its content.

To pay the charges for a service, you will be asked to provide a payment method at the time you sign up for that service. You can access and change your billing account information and payment method directly through the payment network used by VetCV for invoicing. Additionally, you agree to permit VetCV to use any updated account information regarding your payment method provided by your issuing bank or the applicable payment network. You agree to keep your billing account information current at all times. Changes made to your billing account won't affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

By providing VetCV with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize VetCV to charge you for the services using your payment method; and (iii) authorize VetCV to charge you for any paid feature of the services that you choose to sign up for or use while this agreement is in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for





subscription services. Also, we may charge you up to the amount you've approved, and we'll notify you in advance of any change in the amount to be charged for recurring subscription services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

If automatic renewals are allowed in your country, state, or province, we will automatically renew your services at the then current price for the renewal term. You must cancel the services before the renewal date to avoid being billed for the renewal.

We may change the price of the services at any time by notifying you on the VetCV website. If you don't agree to the price change, you must cancel and stop using the services before the price change takes effect. If there is a fixed term and price for your service offer, that price will remain in force for the term.

Unless otherwise provided by law or by a particular service offer, all purchases are final and non-refundable.

You must pay for all reasonable costs we incur to collect any past due amounts. These include reasonable attorneys' fees and other legal fees and costs.

If we owe you a payment, then you agree to timely provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any conditions we place on your right to a payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust for previous overpayments.

## Privacy Policy

Your privacy is important to us. This privacy statement explains what personal data VetCV collects from you, through our interactions with you and through our products, and how we use that data. This statement applies to VetCV's interactions with you.

VetCV is committed to protecting the security of your personal data. We use a variety of security technologies and procedures to help protect your personal data from unauthorized access, use or disclosure. When we transmit highly confidential data (such as a credit card number or password) over the Internet, we protect it through the use of encryption.



We use certain information that we collect from you to operate and provide the services. VetCV collects data to operate effectively and provide you the best experiences with our products. You provide some of this data directly during registration. VetCV gets some of it by recording how you interact with our products by, for example, using technologies like cookies, and receiving error reports or usage data from software running on your device. We also obtain data from third parties. Additionally, as part of the services, we may also automatically upload information about your machine, your use of the services and services performance.

We protect data obtained from third parties according to the practices described in this statement, plus any additional restrictions imposed by the source of the data. These third-party sources vary over time, but may include:

- Data brokers from which we purchase demographic data to supplement the data we collect.
- Social networks when you grant permission to a VetCV product to access your data on one or more networks.
- Service providers that help us determine a location based on your IP address in order to customize certain products to your location.
- Partners with which we offer co-branded services or engage in joint marketing activities, and
- Publicly-available sources such as open government databases or other data in the public domain.

You have choices about the data we collect. When you are asked to provide personal data, you may decline. But if you choose not to provide data that is necessary to provide a product or feature, you may not be able to use that product or feature.

The data we collect depends on the context of your interactions with VetCV, the choices you make, including your privacy settings, and the products and features you use. There is no limit to the type and volume of data VetCV can collect.

We also collect information you provide to us and the content of messages you send to us, such as feedback and product reviews you write, or questions and information you provide for customer support. When you contact us, such as for customer support, phone conversations or chat sessions with our representatives may be monitored and recorded.

VetCV retains personal data for as long as necessary to provide the products and fulfill the transactions you have requested, or for other essential purposes such as complying with our legal obligations, resolving disputes, and enforcing our agreements. Because these needs can



vary for different data types in the context of different products, actual retention periods can vary significantly. The criteria used to determine the retention periods include:

- How long is the personal data needed to provide the products and operate our business? This includes such things as maintaining and improving the performance of those products, keeping our systems secure, and maintaining appropriate business and financial records. This is the general rule that establishes the baseline for most data retention periods.
- Is the personal data of a sensitive type? If so, a shortened retention time would generally be appropriate.
- Has the user provided consent for a longer retention period? If so, we will retain data in accordance with your consent.
- Is VetCV subject to a legal, contractual, or similar obligation to retain the data? Examples can include mandatory data retention laws in the applicable jurisdiction, government orders to preserve data relevant to an investigation, or data that must be retained for the purposes of litigation.

You consent and agree that VetCV may access, disclose, or preserve information associated with your use of the services, including (without limitation) your personal information and content, or information that VetCV acquires about you through your use of the services (such as IP address or other third-party information) when VetCV forms a good faith belief that doing so is necessary (a) to comply with the law or to respond to legal process from competent authorities; (b) to enforce this agreement or protect the rights or property of VetCV or our customers; or (c) to help prevent a loss of life or serious physical injury. You also consent and agree that VetCV may share your personal information and content with third party vendors and companies who will use the information to offer you goods and services.

Similar to other providers of internet services, VetCV is served with legal demands and requests from law enforcement, government entities, and private litigants for content stored on our network. This information may relate to an alleged crime or civil matter and is usually requested pursuant to the normal legal process of the country or locality where the activity occurred. VetCV may be obligated to comply with requests for your information or your content as part of such investigations or legal proceedings.

VetCV may offers preview, insider, beta or other products and features ("previews") to enable users to evaluate them while providing feedback, including performance and usage data, to VetCV. As a result, previews can automatically collect additional data, provide fewer controls,



and otherwise employ different privacy and security measures than those typically present in our products. If you participate in previews, we may contact you about your feedback or your interest in continuing to use the product after general release.

Services disruptions and backup: We strive to keep the services up and running; however, all online services suffer occasional disruptions and outages, and VetCV isn't liable for any disruption or loss you may suffer as a result. You should regularly backup the content that you store on the services. Following a regular backup plan can help you prevent loss of your content.

### VetCV Health Services/Records

VetCV Health Services can help you understand and manage your health data. This service primarily includes capturing and managing user health records. The Health portion of VetCV sends data to VetCV cloud servers and allow you to view, manage and control the data. The applications may enable notifications to the user. VetCV Health services let you gather, edit, add to, and store health data online, along with share your health data with family, caregivers, and health care professionals.

VetCV Health service collects and uses your data to provide the services, which includes improving and personalizing your experiences. Health data you provide to VetCV through VetCV Health services is not used for other purposes without your explicit consent.

VetCV Health services can help you understand and manage your health data. The data collected depends on the services and features you use.

You can view and manage your data in VetCV. For example, you can view and update your profile data and delete specific activity details. When you delete a specific record, the record is deleted from VetCV.

Within VetCV Health service section, users can gather, edit, store, and share health data online. With VetCV, now you can control your own health records. You may also choose to share your health data with family, caregivers, health care professionals, mobile applications, health-related devices, and online tools.

Sharing Health Data. A key value of HealthVault is the ability to share your health data with people and services. By default, you are the owner of any records you create. Owners have the highest level of access to a health record. As an Owner, you can share data in a health record with another person by sending an invitation through VetCV. You can specify what type of access they have. Because inappropriate granting of access could allow someone to violate your privacy you should be cautious about granting access to your records.



You can choose to share specific data (or all of the data) in a health record with other users, including participating third-party services you authorize. No users/service has access to your data through VetCV unless an authorized user grants access through VetCV. The user/service will continue to have access through VetCV until you revoke the permission.

You can review, edit or delete your VetCV account data, or close your VetCV account at any time. Only Owners can permanently delete an item. When you delete a health record, it is deleted from all users who had access to it.

VetCV maintains a full history of each access, change or deletion by users and services, which includes the date, action and name of the person or service.