

## VETport TERMS OF SERVICE

These Terms of Service (“Terms”) between You (defined below) and VETport (defined below) describes the terms and conditions of Your use of VETport’s Services (defined below). BY COMPLETING THE ELECTRONIC ACCEPTANCE PROCESS, YOU AFFIRM THAT YOU (i) ARE AT LEAST 18 YEARS OF AGE OR OLDER AND (ii) HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS, DO NOT PROCEED ON THE ELECTRONIC ACCEPTANCE PROCESS AND YOUR REGISTRATION PROCESS WILL BE DISCONTINUED. VETport reserves the right, exercised at its sole discretion, to modify, add or delete portions of these Terms from time to time without notice to You, and You further agree to be bound by such modified Terms. The most current version of the Terms can be viewed on <https://www.vetport.com/terms-of-service>

### 1. DEFINITIONS

- “Documentation” means any electronic or printed materials that accompany the Software that provide instructions for the installation, operation and use of the Software.
- “Licensed User” means an individual with a valid VETport instance license.
- “Services” means VETport and its related Software.
- “Software” means certain software applications, in object code format only, that are required for You to use the Services and licensed to You subject to these Terms, including the EULA in Section 3 hereof.
- “VETport” means VETport LLC and its successors and assigns.
- “VETport Account” means a user account created with VETport.
- “Third Party Software” means certain software that VETport licenses from third parties and provides to You incorporated into the Software.
- “You or Your” means you as an individual or an employee or agent of a legal entity that is authorized to represent and legally bind such entity to these Terms.

### 2. ONLINE REGISTRATION

To use the Services, You may be required to complete the online registration process, including Your electronic acceptance of these Terms. VETport may reject an online registration by You at its sole discretion and is not obligated to provide a reason for its rejection.

**a. Registration Data.** As part of the online registration process for a VETport Account, VETport will collect certain limited information about You (“Registration Data”). All Registration Data provided by You must be current, complete, and accurate, and You are solely responsible for updating the Registration Data as necessary. VETport may terminate all rights to access, receive, use and license the Services if (i) VETport discovers that any of Your Registration Data is incomplete, inaccurate, or

not current, or (ii) VETport determines, at its sole discretion, that You are not the appropriate user of the Services.

**b. Passwords and Security.** As part of the online registration process, You must use Your email address as Your user name and choose a password for access to Your VETport Account. You are entirely responsible for maintaining the confidentiality of Your password and agree to carefully safeguard all of Your passwords. You are solely responsible for any and all activities that occur under Your VETport Account and agree to immediately notify VETport of any unauthorized use of Your VETport Account or any other breach of security. VETport shall not be liable for any loss that You may incur as a result of a third party using Your VETport Account, either with or without Your knowledge. You may be held liable for losses incurred by VETport or another party due to a third party using Your VETport Account, either with or without Your knowledge.

**c. Subscription to Use the Software.** When You subscribe to use the Services, You are agreeing to the VETport Terms of Sale. The most current version of the Terms of Sale can be viewed on VETport website <https://www.vetport.com/terms-of-sale>

**d. Trial and Promotional Offers.** From time to time, VETport may offer certain trial and/or promotional offers. VETport reserves the right to modify, discontinue any trial or promotional offers in its sole discretion and without notice. Any trial or promotional offers are limited to one (1) per customer and may not be combined with any other offers.

**e. Electronic Signatures.** This Agreement may be executed by original, facsimile, and electronic signatures, each of which when affixed shall be deemed to be an original that is enforceable against the executing Party.

### **3. END USER LICENSE AGREEMENT (EULA)**

These end user license terms grant You a right and license to use the Software under certain restrictions, terms and conditions ("EULA"). You agree to be bound by this EULA before using the Software.

**a. License Grant.** You are granted a non-transferable, non-sublicensable, non-exclusive license to use the Software and Documentation subject to Your full compliance of this Section.

**b. Commercial Use.** VETport is fully licensed for commercial use in a professional environment.

**c. Restrictions.** You shall not (i) in whole or in part, copy, reproduce, transfer, create derivative works from, translate, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code, alter or modify the Software, or remove any portion thereof, nor shall You cause or permit any other person to do the foregoing; (ii) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by VETport on or in any Software or Documentation; (iii) sell, resell for a profit, rent, lease or lend the Software or Documentation or use it for commercial time sharing, rental or service bureau use; (iv) use the Software or any component thereof for any illegal purposes; or (v) use the Software or Documentation, or any component thereof, to enable

copyright protection-circumvention devices or to violate or circumvent in any manner any content copyright, content protection scheme, or content copy policies.

**d. Third Party Software.** Certain Third Party Software provided in or with the Software is subject to various other terms and conditions imposed by the licensors of such Third Party Software. Your use of the Third Party Software is subject to and governed by the respective Third Party Software licenses. You agree to comply with the terms and conditions contained in all such Third Party Software licenses.

#### **4. YOUR DATA**

4.1 If you are providing VETport with personal information, then VETport's Privacy Policy applies. Please read the Privacy Policy carefully as it forms part of the Agreement.

4.2 VETport acknowledges and agrees that you will have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.

4.3 Each party will take appropriate technical and organizational measures against unauthorized or unlawful processing of Your Data or its accidental loss, destruction or damage and VETport will, as part of these measures, use reasonable endeavors to back-up Your Data. You acknowledge that if there is any loss or damage to Your Data, your sole and exclusive remedy will be for VETport to use reasonable commercial endeavors to restore such lost or damaged data from the latest back-up of your data maintained by VETport. VETport provides an affordable back up service that you can maintain in your own Amazon cloud if you want an additional layer of back up data security. VETport will not be responsible for any loss, destruction, alteration or disclosure of Your Data caused by any third party.

4.4 You acknowledge and agree that VETport may use Your Data and/or your customer's data for the purpose of:

- (a) performing VETport's obligations under the Agreement;
- (b) ensuring that you are complying with the terms and conditions of the Agreement;
- (c) improving or enhancing the VETport Software;
- (d) performing data analysis on an aggregated and anonymous basis.

#### **5. DATA BREACH POLICY**

VETport data is encrypted end to end. VETport employs industry standard firewalls, and security processes and procedures to prevent data breaches. VETport has chosen the Amazon Web Services as its platform in part because of the state of the art firewall and security processes and procedures they place in front of the VETport processes. VETport maintains a rigorous backup system for recovery from any cause including a breach by hackers.

VETport never stores credit card information on its servers therefore this type of financial data is not accessible on VETport servers. If a clinic manually records a credit card number in the client file they become fully responsible for the potential misuse of that financial data. Not only does VETport never recommend storing credit card numbers, but the clinic would be violating their PCI compliance agreement with their merchant provider.

## **6. CHARGES AND PAYMENT**

6.1 You will pay:

- (a) the VETport Subscription Fees; and
- (b) the Marketplace Subscription fees; and
- (c) the Services Fees such as postcards, sms, custom requirements services (if any),

to VETport in accordance with this clause and the Specific Terms.

6.2 Payment Terms

- (a) VETport will invoice all monthly VETport and Marketplace subscription fees one month in advance. Payment of each invoice will be electronically processed by VETport on the due date.
- (b) VETport will invoice other Service Fees upon delivery of service. Payment is due on receipt.

6.3. If you fail to pay any invoice when due, then without prejudice to any of VETport's other rights and remedies:

VETport may, without liability to VETport LLC:

- (a) disable access to all or part of the VETport Software, and will be under no obligation to provide access to any or all of the VETport Software; and/or
- (b) cease to provide any of the Marketplace or other Services, while the invoice(s) concerned remain unpaid.

6.4. All amounts stated in the Agreement are:

- (a) exclusive of all applicable taxes, levies and duties (if any); and
- (b) unless otherwise stated, specified in USD.

6.5 If you are required by law to deduct or withhold taxes or charges from the amounts due to VETport under the Agreement, you will ensure that the amount due to VETport is increased so that the payment actually made to VETport is the amount due to VETport as if no such taxes or charges had been imposed.

6.6 VETport may increase the Subscription Fees at the start of each Renewal Period upon 30 days' prior notice to you and the Specific Terms will be deemed to have been amended accordingly.

6.7 If you are carrying out a free trial of the VETport Software (as offered on the VETport Website), the free trial will begin on the day that your account is opened and end 30 days later. If you wish to continue to use the VETport Software at the end of the free trial period, you will need to provide valid credit card, or other payment, details.

## **7. INTELLECTUAL PROPERTY PROTECTION**

VETport or its licensors retain ownership of all proprietary rights in or associated with the Services and these proprietary rights are protected by United States and international copyright and other intellectual property laws and international trade provisions. You acknowledge that the Services may contain unpublished information and embody valuable trade secrets proprietary to VETport and/or its licensors. VETport and/or its licensors reserve all rights in the Services not expressly granted herein. The license granted hereunder and Your right to use the Services terminate automatically if You violate any part of the Terms.

## **8. CONFIDENTIAL INFORMATION**

“Confidential Information” means any non-public business or technical information of VETport including, without limitation, any information relating to VETport’s trade secrets or know-how that is designated as “confidential,” either orally or in writing, or that You know or should know is considered confidential or proprietary by VETport. You agree to maintain the Confidential Information in strict confidence and not to use Confidential Information except as expressly authorized by these Terms.

You shall ensure that no unauthorized persons shall have access to the Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (i) becomes part of the public domain through no breach of the Terms by You; (ii) is independently developed by You without reference to any Confidential Information; or (iii) is rightfully disclosed to You by a third party without restriction on disclosure.

## **9. PRIVACY**

VETport’s use of any information provided by You, including without limitation, Registration Data and payment information, is set forth in VETport’s current Privacy Policy, which can be found on <https://www.vetport.com/privacy-policy>. By accepting these Terms you are also agreeing to the processing of your information in the ways set out in our Privacy Policy.

## **10. UPDATES AND SUPPORT**

VETport may, from time to time, at its sole discretion, and without any obligation to do so, make updates to the Services available via the Internet or other sources. All such updates shall be deemed to be included within the definition of Services and shall be subject to these Terms. VETport

reserves the right to charge fees for any future versions of, or updates to, the Services. If VETport is Your support provider for the Services, You may visit <https://helpdesk.vetport.com/> to utilize online Knowledge Base or contact VETport support team to resolve any technical issues You might have.

## **11. TERM AND TERMINATION**

These Terms shall commence on the date of Your electronic acceptance. For subscription-based Services, these terms continue until the end of Your subscription. You may terminate these Terms at anytime by terminating Your subscription, removing the Software and Documentation from Your system, and stopping to use the Services. VETport may immediately terminate these Terms and Your subscription, license, and right to the Services if (i) You breach these Terms; (ii) You, as a legal entity, declare bankruptcy, are involved in any bankruptcy proceedings or are otherwise insolvent; or (iii) VETport decides, at its sole discretion, to discontinue offering the Services, in which case VETport may notify You in advance, whenever possible, and provide You with alternative plans or options to minimize any inconvenience that may be caused by such termination. VETport shall not be liable for any damages including, but not limited to, loss of income, resulting from a termination of these Terms as provided for herein. Upon termination of these Terms: (a) all license rights granted hereunder will automatically terminate without further notice to You; and (b) You will immediately discontinue all access to and use of the Services and destroy the Software and Documentation, and all copies thereof. Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 shall survive the expiration or termination of these Terms in full force and effect.

## **12. DISCLAIMER OF WARRANTIES**

the services, software, any updates thereto, any documentation and information are provided "as-is" without warranty of any kind. vetport, on behalf of itself and its licensors, disclaims all warranties, whether express, implied, statutory or otherwise, arising out of or in connection with these terms and any sample, specification or proposal provided by vetport, including, but not limited to, the warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights. vetport does not guarantee the accuracy, completeness, satisfactory quality of the services or that the services will be free of defects, run error-free or uninterrupted, meet your requirements, be free of viruses or that vetport will correct all errors. you understand and agree that any material or data downloaded or otherwise obtained through the use of the services is done at your sole risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. some laws do not allow the exclusion of implied warranties, so, to that extent, this limitation may not apply to you.

## **13. LIMITATION OF LIABILITY**

In no event shall VETport be liable for any damages, whether arising in contract, tort or otherwise and including, without limit, any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss or corruption of business information or other data, or any other pecuniary loss) arising out of the use of or inability to use the software or the failure to provide full or adequate support services, even if VETport has been advised

of the possibility of such damages.

VETport's liability in the event of damage from a breach would be limited by the LIMITATION OF LIABILITY. If you want to limit the risk of a data breach further please consider using our affordable S3 backup service where a near real time copy of your data is maintained in your own Amazon Web Services account under your control. It may help you sleep better.

**The Limitation Of Liability Is To The Maximum Extent Permitted By Applicable Law. You Acknowledge That The Hosted Subscription Fee, License Fee, or Service Fee(s) Amount Reflects This Allocation Of Risk. In Any Case, The Entire Liability Of Vetport Under Any Provision Of This Agreement Shall Be Limited To The Greater Of The Hosted Subscription Fee, License Fee, or Service Fee(s) Amount Actually Paid By You During The One Month Preceding The Damage Incident Or One Thousand U.S. Dollars (\$1,000).**

**Disclaimer of warranties and limitation of liability are material terms of this agreement. You agree that the provisions in this agreement that limit liability are essential terms of this agreement. Disclaimer Of Warranties And Limitation Of Liability Are Material Terms Of This Agreement.**

#### **14. EXCLUSIONS AND LIMITATIONS**

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. In these states, vetport's liability will be limited to the greatest extent permitted by law.

#### **15. INDEMNIFICATION**

You hereby agree, at Your sole expense, to indemnify, defend and hold VETport and its affiliates, employees, officers, directors, owners, information providers, agents, licensees, licensors (the "Indemnified Parties") harmless from and against any and all liabilities, claims, costs, including reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any demand, claims, action, suit, or loss arising as a result of (a) any breach by You of these Terms or claims arising from Your VETport Account; (b) any fraud or manipulation by You; (c) a third-party claim, action or allegation of infringement based on information, data, files or other content submitted by You; or (d) any claims of credit card fraud based on any information released by You. You agree to use best efforts to cooperate with VETport in the defense of any demand, claim, action or suit. VETport reserves the right to assume the exclusive defense of any matter subject to indemnification by You at VETport's own expense.

#### **16. EXPORT CONTROLS**

You acknowledge and agree that the Services licensed under these Terms is subject to the export control laws and regulations of the United States (including, without limitation, the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls.). You shall, at Your own expense, comply with all applicable laws, ordinances, regulations, rules and other requirements. You shall not, without prior U.S. government authorization, export, re-export or transfer any Software, Services or technology subject to this

Agreement, either directly or indirectly (i) into any country subject to a U.S. trade embargo (currently Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria) or to any resident or national of any such country, or (ii) to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. By downloading Software or using the Services, You are agreeing to the foregoing and You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

## **17. HIGH-RISK USE**

You hereby acknowledge that the Services are not designed or intended for access and/or use in or during high-risk activities and shall not be used in connection with any system where malfunction can reasonably be expected to result in personal injury, death or damage to property, environment or business. Without limiting the foregoing, the Services shall not be used in connection with any life support system. VETport and its licensors hereby expressly disclaim any express or implied warranty of fitness for such purposes. You agree to hold VETport and its officers, directors, employees, affiliates and licensors harmless from any claims or losses resulting from any of the foregoing uses of the Services.

## **18. DISPUTES**

18.1 If a dispute arises under or in connection with the Agreement (the Dispute), a party may not commence any court or other formal proceedings relating to the Dispute unless it has complied with the following paragraphs of this clause, except where the party seeks urgent interlocutory relief.

18.2 A party claiming a Dispute has arisen must give written notice to the other parties specifying the nature of the Dispute (a Dispute Notice). On receipt of a Dispute Notice, the parties will use their best endeavours to resolve the Dispute.

18.3 All disputes arising out of or relating to these Terms shall be finally resolved by arbitration conducted in the English language in Milford, Ohio, U.S.A., under the commercial arbitration rules of the American Arbitration Association. The parties shall appoint as sole arbitrator a retired judge who presided in the State of Ohio. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding this, application may be made to any court for judicial acceptance of the award or order of enforcement. Notwithstanding the foregoing, VETport shall be entitled to seek injunctive relief, security, or other equitable remedies from the United States District Court for the Southern District of Ohio.

18.4 Pending resolution of a Dispute, the parties must continue to perform their obligations under this Agreement.



## **19. FORCE MAJEURE**

VETport will have no liability to you under the Agreement if VETport is prevented from, or delayed in, performing VETport's obligations under the Agreement, or from carrying on VETport's business, by acts, events, omissions or accidents beyond VETport's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of VETport or any other party), failure of a utility service or transport or telecommunications network or service of a Third Party Provider, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. VETport will notify you of such an event and its expected duration as soon as reasonably possible.

## **20. GENERAL**

This AGREEMENT will be governed by the laws of the United States of America and the State of Ohio. The failure of VETport LLC to exercise or enforce any right or provision of the License shall not constitute a waiver of such right or provision. The License constitutes the entire AGREEMENT between you and VETport LLC and governs your use of the Software or Software as a Service(SAAS), superseding any prior AGREEMENTs between you and VETport LLC (including, but not limited to, any prior versions of the License). You also may be subject to additional terms and conditions that may apply when you use third-party content or third-party software. If any provision of the License or incorporated documents are 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 the License 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 Software, Service or the License must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **21. CONTACT INFORMATION FOR VETport**

If you have any questions regarding these terms please contact us:

By e-mail: [admin@vetport.com](mailto:admin@vetport.com)

By mail: VETport LLC

100 Castleberry Ct., Box 303, Milford, OH 45150

By phone: +1 513-449-2300

This Terms were last updated: 1st January 2019

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