

Pet Parent Terms Of Service

PETMAVERICK, INC.

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PETMAVERICK, INC. (“PETMAVERICK”, “we”, “us”, or “our”) provides pet parents (“Users”) with online services related to their pets’ health using digital interactive audio and video technology (including but not limited to, text messaging, online chat, and digital video conferencing) enabling Users to report the health history of their pets and engage with third party veterinary professionals or our team of veterinary professionals (collectively, the “Services”). The Services are accessed and provided through our mobile applications (“App(s)”) and supporting information and account customer service is available on our website located at www.petmaverick.com and may be available through other related websites with links to these Terms of Service (collectively, the “Services”). Only residents of the United States or Canada (excluding the province of Quebec) are eligible to access and use the Services. For clarity, residents of Quebec are not eligible to access or use the Services.

By registering for and/or accessing and using the Services, you agree to be bound by these Pet Parent Terms of Service (“Terms of Service”) and all other terms and policies that appear on the Services. YOU MAY NOT ACCESS OR USE THE SERVICES OR ACCEPT THE TERMS OF SERVICE IF YOU ARE NOT AT LEAST THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS OF SERVICE, DO NOT ACCESS AND/OR USE THE SERVICES. BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THESE TERMS AND CONDITIONS, AND PETMAVERICK’S PRIVACY POLICY (TOGETHER, THESE “TERMS”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICES. YOUR USE OF THE SERVICES, AND PETMAVERICK’S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY PETMAVERICK AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE

Except for certain kinds of disputes described in Section 19, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND PETMAVERICK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 20.)

SCOPE OF SERVICES

Only residents of the United States or Canada (excluding the province of Quebec) are eligible to access the Services. For clarity, residents of Quebec are not eligible to access the Services. Services can only be accessed via your use of the applicable App. Support provided via our website is only for non-medical or non-veterinary services support, not for making use requests for the Services. Certain Services are available on a pay as you go or a la carte model. Services are also available in various packages under a subscription model (each a "Membership Service"). Users may subscribe to a Membership Service plan directly (a "Direct Membership"), or may register for an account to receive Membership Services as part of a package of services or benefits that a User is entitled to through that User's relationship with an employer or third party provider of other products or services who has a commercial arrangement with PETMAVERICK ("Sponsored Membership"). The scope of what is included in your Membership Services package can vary.

To use certain features of the Site or certain Services, you must establish an account ("Account"). Upon registration, you will select a user ID and password. You must provide accurate and complete information and keep your Account information current by contacting us with any updates to your contact information. All personal information associated with your Account or your use of the Services is collected, used and disclosed in accordance with our Privacy Policy.

Your right to access and use the Site is personal to you and is not transferable by you to any other person or entity. You are entirely responsible for maintaining the confidentiality of your user ID and password and for any and all activities that occur under your Account. You may not use the Account of any other user, without that user's permission. You agree to immediately notify PetMaverick of any unauthorized use of your user ID or password or any other breach of security and to select a new user ID and password if you believe your Account has been compromised. Further, if we suspect any unauthorized access to your Account, upon our request, you agree to promptly change your user ID and password and take any other related action as we may reasonably request.

PetMaverick cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. Each user acknowledges and agrees that: (a) PetMaverick will not have any liability to any user for any unauthorized transaction made using your user ID or password; and (b) the unauthorized use of your user ID and password for your Account could cause you to incur liability to both PetMaverick and other users.

User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity. We encourage you to communicate directly with a user through the tools available on the Site, though even this does not assure you of the identity of the person with which you are communicating. We further encourage you to take other reasonable measures to assure yourself of the other person's identity.

PETMAVERICK and those acting on our behalf may send you text (SMS) messages at the phone number you provide us. These messages may include operational messages about your use of the Services. While you are using the Services, you may not opt out of receiving operational text messages from PETMAVERICK. Text messages may be sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such messages, as specified by your carrier.

TELEHEALTH & TELEMEDICINE VETERINARY MEDICINE SERVICES

Telehealth and/or Telemedicine Veterinary Medical Services may be provided on an a la carte basis or as part of a Membership Services Package. The independent veterinary professionals ("Providers") who deliver Telehealth and/or Veterinary Medical Services through PETMAVERICK are independent professionals solely responsible for the services each provides to you and your pets. PETMAVERICK does not, as part of offering Veterinary Medical Services, practice veterinary medicine, veterinary technician services, pharmaceutical services, or any other licensed profession, and does not interfere with the practice of veterinary medicine, veterinary technician services, pharmaceutical services, or any other licensed profession by Providers, each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither PETMAVERICK nor any third parties who promote the Services or provide you with a link to the Services shall be liable for any damages allegedly caused by the professional advice you or your pet obtains from a Provider via the Services.

In order for a Provider to diagnose, treat, or prescribe medication to you or your pet (the "VCPR Services"), you must have established a valid Veterinarian-Client-Patient Relationship ("VCPR") with that Provider under applicable law for the specific pet that is the subject of the Services. The requirements of a valid VCPR may vary jurisdiction to jurisdiction. The VCPR for the specific pet that is the subject of the VCPR Services must have been established within a reasonable time considering the specific condition of the pet but in no case more than a year prior to the provision of services. If you intend to use VCPR Services, you represent that a VCPR exists with the Provider and pet you have connected or, in the absence of a VCPR, you are only seeking veterinary advice and not a diagnosis, treatment, or prescription medication. A practitioner of

veterinary medicine shall only prescribe, dispense, or administer a prescription in good faith for medicinal or therapeutic purposes within the course of his or her professional practice.

Providers may also at their discretion and where allowed by law, prescribe any medication they deem to be medically appropriate based on the pet's medical needs. When a VCPR is formed by audio-visual means rather than an in-person physical exam, PetMaverick does not allow the prescribing of Schedule I through V drugs as listed by the United States Drug Enforcement Administration.

PetMaverick's Online Pharmacy is provided by a third-party and is subject to all applicable terms.

SERVICES CONTENT

None of the Services content (other than information you receive from a Provider) should be considered medical advice or an endorsement, representation or warranty that any particular medication or treatment is safe, appropriate, or effective for your pet.

INFORMED CONSENT

YOU CONSENT TO THE EXCHANGE AND RELEASE OF INFORMATION AND RECORDS (INCLUDING COMMUNICATIONS RECORDED IN CONNECTION WITH THE SERVICES) RELATED TO YOUR PET BETWEEN AND FROM YOUR REGULAR VETERINARIAN (OR OTHER VETERINARY CLINIC THAT HOLDS SUCH RECORDS), PETMAVERICK, AND YOUR PROVIDER. PETMAVERICK MAY STORE YOUR PET'S MEDICAL RECORDS IN PETMAVERICK'S SYSTEM SO THAT PROPER CARE MAY BE GIVEN.

Our Services involve the delivery of veterinary medical services using interactive audio, chat and video technology, where the User and the applicable pet are not in the same physical location as the veterinary professional. During your consultation with a Provider, details of your pet's health history and health status information may be discussed with you through the use of interactive video, audio and other telecommunications technology, and your Provider may ask for your assistance to conduct an assessment of your pet through these technologies. In addition, each User hereby grants PETMAVERICK the right to record video and audio calls made when a User is using the Services ("Recordings"). Each User acknowledges and agrees that these Recordings may capture certain items that are considered to be biometric identifiers such as your face and voice. Such biometric identifiers are not used to identify you but are only used to provide the Services to you in accordance with these Terms. You expressly consent to our capture and use of biometric identifiers in the Recordings in accordance with these Terms.

Electronic (including audio and video) or phone communications via the Services are not confidential or privileged and will not be the subject of any associated confidences or privileges.

You understand and agree that all such communications may be recorded for training and quality control purposes and for review by the PETMAVERICK team. PetMaverick reserves the right to determine how long to store the communications and/or recordings. Requests for recordings will be evaluated on a case-by-case basis.

The video telehealth and/or telemedicine services you receive from Providers and other Services that you receive from a member of the PETMAVERICK team are not intended to replace a primary care veterinary relationship or be your permanent veterinary medical service but rather augment these services. You should seek emergency help or follow-up care: when recommended by a Provider or by a member of the PETMAVERICK team; if the pet appears in pain; if there appears to be a risk of injury to human or animal; or when otherwise needed; and continue to consult with your primary veterinarian and other veterinary professionals as recommended. You may make arrangements for follow-up care either through PETMAVERICK or other veterinary providers. Among the benefits of our Services are improved access to veterinary medicine professionals and convenience. However, as with any veterinary medicine service, there are potential risks associated with the use of telehealth and/or telemedicine services. These risks include, without limitation, the possibility that information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate care decision-making by the Provider. In addition, delays in evaluation or treatment could occur due to failures of the electronic equipment or telecommunications networks. If this happens, you may be contacted by phone or other means of communication. It is possible that a lack of access to all of your pet's health records or other relevant information (including without limitation historical, medical, and behavioral information) may result in adverse drug interactions or allergic reactions or other judgment errors.

By accepting these Terms, you acknowledge that you understand and agree with the following: You understand that no results can be guaranteed or assured, despite any anticipated benefits from the use of the Services. Your Provider or the PETMAVERICK team, as applicable for the Services being provided, may determine that the Services are not appropriate for some or all of your pet's treatment needs, and accordingly may elect not to provide telehealth and/or telemedicine services for your pet through the Services.

IF YOUR PET IS EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD GO TO YOUR NEAREST VETERINARY TREATMENT CLINIC.

USER ACCOUNTS

When you register for any and all Services (including, without limitation Sponsored Memberships), you are required to create an account ("Account") by entering your name, email address, password and certain other information collected by PETMAVERICK (collectively

“Account Information”). To create an Account, you must be at least the age of majority in your jurisdiction of residence. If you are not of legal age to form a binding contract, you may not register to use our Services. You agree that the Account Information that you provide to us at all times, including during registration and in any information you upload to the Services will be true, accurate, current, and complete. You may not transfer or share your Account password with anyone, or create more than one Account. You are responsible for maintaining the confidentiality of your Account password and for all activities that occur under your Account. PETMAVERICK reserves the right to take any and all action, as it deems necessary or reasonable, regarding the security of the Services and your Account Information. In no event and under no circumstances shall PETMAVERICK be held liable to you for any liabilities or damages resulting from or arising out of your use of the Services, your use of the Account Information or your release of the Account Information to a third party. You may not use anyone else's account at any time.

The Services are not directed to children and children are not eligible to use our Services. If we later obtain actual knowledge that you are under the age of majority in your jurisdiction of residence, we will take steps to remove your personal information from our databases. By using Our Services, you represent that you are at least the age of majority in your jurisdiction of residence.

LICENSES

We hereby grant to you a limited, non-exclusive, non-transferable right to download and install the App for your device and to access the Services applicable to Your Account and to use such Services (including the App) solely for your personal non-commercial use and only as permitted under these Terms of Service and any separate agreements you may have entered into with us. We reserve the right, in our sole discretion, to deny or suspend use of the Services or Services to anyone for any reason. You agree that you will not, and will not attempt to: (a) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (b) use the Services to violate any local, state, provincial, national or international law; (c) reverse engineer, disassemble, decompile, or translate any software or other components of the Services; (d) distribute viruses or other harmful computer code through the Services or (e) otherwise use the Services in any manner that exceeds the scope of use granted above. In addition, you agree to refrain from abusive language when communicating with Providers through the Services. PETMAVERICK expressly disclaims any interactions with Providers that are not conducted through the Services. We strongly recommend that you do not use the Services on public computers. We also recommend that you do not store your Account password through your web browser or other software.

Certain features of the Service may permit Users to upload content to the Service, including messages, reviews, photos, video, images, folders, data, text, and other types of works (collectively with the Recordings, "User Content"). You may submit certain User content to be posted by PETMAVERICK publicly, such as User reviews. You retain any copyright and other proprietary rights that you may hold in the User Content that you post to the Service. By providing User Content to or via the Service, you grant PETMAVERICK a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and share your User Content with a Provider or another vet that you designate, in whole or in part, in any media formats and through any media channels now known or hereafter developed. In addition, with respect to User Content that you submit for posting, you grant PETMAVERICK a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and share your distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed. If a Provider or another User requires access to your User Content, you grant those Providers or Users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Service. You waive any moral rights which you might hold over User Content.

FEES AND PURCHASE TERMS

You agree to pay all fees or charges to your Account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Current fees and billing terms for the Services will be as described by PETMAVERICK prior to your use of the Services, and such fees and billing terms may be updated by PETMAVERICK from time to time in its sole discretion. By providing PETMAVERICK with your credit card number or other payment account and associated payment information, you agree that PETMAVERICK is authorized to immediately invoice your account for all fees and charges due and payable to PETMAVERICK hereunder and that no additional notice or consent is required. PETMAVERICK, at its sole discretion, may make promotional offers with different features and different pricing to any of PETMAVERICK's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

Membership Services that are Direct Memberships may include automatically recurring payments for periodic charges for membership subscription services you purchase that automatically renew unless canceled. If you activate a subscription to a Membership Service under a Direct Membership, you authorize PETMAVERICK to periodically charge the applicable subscription fees ("Membership Fees"), both at the start of the first subscription period and on

a going-forward basis for each renewal period until cancellation of your Membership. The “Membership Billing Date” is the date when you first purchase the Membership Service. Your Membership Service subscription will continue unless and until you cancel your Membership Service subscription prior to the next Membership Billing Date. If you opt to purchase and pay for an upfront, annual subscription to a Membership Service, then PETMAVERICK will send you notification of your upcoming renewal in advance of the Membership Billing Date. PETMAVERICK will not send renewal notices for monthly subscription plans. You may cancel your Membership Service subscription for the next renewal period prior to the Membership Billing Date. Please note that, if you cancel a Membership Service subscription during the applicable Membership period, you will not receive any refunds or credits for that Membership period and you will remain liable to pay any additional associated fees. We will bill the periodic Membership Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Membership Service subscription by contacting us at: info@petmaverick.com

You are entitled to a refund of your payment to PETMAVERICK if (i) PETMAVERICK encounters a technical issue which results in the inability of your Provider to complete a video consultation (this excludes device or internet connection issues on your end to access the video consultation or Service); or (ii) your Provider is unable to provide you with any information, guidance, or advice regarding your pet, as determined by PETMAVERICK in its reasonable discretion.

If you believe you are entitled to a refund, please contact the PETMAVERICK team as soon as possible by email to: info@petmaverick.com We will then verify whether you are entitled to a refund and, if appropriate, complete the refund as soon as possible.

All financial transactions will be processed in U.S. dollars. You acknowledge and agree that you shall be personally responsible for all incurred expenses. PETMAVERICK reserves the right to modify or implement a new pricing structure at any time prior to billing you for your initial payment or for future payments due pursuant to these Terms of Service.

SERVICES FOR ALL MEMBERS

If you are a subscriber to any Membership Services, you will be subject to the terms of this Section 8 with respect to the Membership Services that are included in your subscription.

MEMBERSHIP SERVICE FEATURES

The features of your Membership Service subscription are available to you if your Account is active, whether you get access to your Membership Services through Direct Membership or through a Sponsored Membership. If you have a Direct Membership with PETMAVERICK, your

Membership Fees must be made continuously and without interruption. If you have a Direct Membership, and, if the payment method we have on file for you fails, you will lose access to your Membership Services. If you cancel your eligible Membership Service subscription, you will lose the right to use the Membership Services. If you have a Sponsored Membership, then you will lose access to your included Membership Services on the date that our arrangement with the third party provider or employee benefit plan ends for any reason.

VIDEO CALLS SERVICE

If your Membership Service includes access to PETMAVERICK'S video telehealth and/or telemedicine feature, then you are entitled to make an unlimited number of video calls to a licensed veterinarian on a 24/7 basis for both urgent and everyday health topics for all of your domestic, household pets. However, where unlimited Services are included within a Membership Subscription, these are subject to a fair usage as defined by PETMAVERICK and we reserve the right to limit your video call use without notice if we feel you are in breach of fair usage. You will have access to the same vet for 72 hours after each call. Providers may also at their discretion and where allowed by law, prescribe any medication they deem to be medically appropriate based on the Pet's medical needs. If the Provider that you talk to can't prescribe medications due to state-based restrictions, he or she can answer questions and provide expert advice and recommendations from a licensed veterinarian.

CHAT REQUESTS SERVICE

If your Membership Service includes access to PETMAVERICK'S chat feature, then you are entitled to make an unlimited number of chat requests from within the App that will be responded to in the App by a member of our team of veterinary professionals (which may be a veterinarian or a veterinary technician) on a 24/7 basis for health questions about your dogs, cats and certain other common domestic, household pets. However, where unlimited Services are included within a Membership Subscription, these are subject to a fair usage as defined by PetMaverick and we reserve the right to limit your chat request use without notice if we feel you are in breach of fair usage. If your pet is a type of animal that our team of veterinary professionals is not experienced with, they may recommend that you initiate a video call with a Provider or see your local vet. Chat is only for use of non-life-threatening, non-urgent requests and basic health questions. Prescriptions and prescription refills cannot be filled through the chat feature.

WEBSITE LINKS

WE WILL NOT BE LIABLE FOR ANY INFORMATION, SOFTWARE, OR LINKS FOUND AT ANY OTHER WEBSITE, INTERNET LOCATION, OR SOURCE OF INFORMATION, NOR FOR YOUR USE OF SUCH

INFORMATION, SOFTWARE OR LINKS, NOR FOR THE ACTS OR OMISSIONS OF ANY SUCH WEBSITES OR THEIR RESPECTIVE OPERATORS.

PETMAVERICK may provide tools through the Services that enable you to export information to third party services, including through features that allow you to link your account on the Service with an account on the third party service, such as Twitter or Facebook, or through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that PETMAVERICK may transfer that information to the applicable third party service. Third party services are not under PETMAVERICK’s control, and, to the fullest extent permitted by law, PETMAVERICK is not responsible for any third party service's use of your exported information. The Service may also contain links to third party websites. Linked websites are not under PETMAVERICK’s control, and PETMAVERICK is not responsible for their content.

OWNERSHIP

The Services and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by PETMAVERICK, its licensors or other providers of such material and are protected by United States, Canadian, and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms of Service permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, reverse engineer, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Services except as generally and ordinarily permitted through the Services according to these Terms of Service. You must not access or use for any commercial purposes any part of the Services or materials available through the Services, nor automate access to the Services.

TRADEMARKS

Certain names, logos, and other materials displayed on the Services may constitute trademarks, trade names, service marks or logos (“Marks”) of PETMAVERICK or third parties. You are not authorized to use any such Marks without the express written permission of PETMAVERICK. Ownership of all such Marks and the goodwill associated therewith remains with us or such third parties.

TERMINATION

You may deactivate your Account and end your registration at any time, for any reason by sending an email to info@petmaverick.com. PETMAVERICK may suspend or terminate your use

of the Services, your Account and/or registration for any reason at any time. Subject to applicable law, PETMAVERICK reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Services pursuant to its internal record retention and/or content destruction policies. After such termination, PETMAVERICK will have no further obligation to provide the Services.

RIGHT TO MODIFY

We may at our sole discretion change, add, or delete portions of these Terms of Service at any time on a going-forward basis. Continued use of the App and/or Services following notice of any such changes will indicate your acknowledgement of such changes and agreement to be bound by the revised Terms of Service, inclusive of such changes. If any modification materially changes any Subscription Service which you have activated and you choose to terminate such Subscription Service as a result of such change, PETMAVERICK will provide you with a pro rata refund of any paid but unused Subscription Fees.

DISCLAIMER OF WARRANTIES; RELEASE

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PETMAVERICK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, VALUE, ACCURACY OF DATA, SYSTEM INTEGRATION, RELIABILITY OF PERFORMANCE AND FREEDOM FROM ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES.

You acknowledge and agree that PETMAVERICK does not provide veterinary medicine advice, pharmaceutical services, diagnosis, or treatment, and is strictly a technology platform and infrastructure for connecting pet owners with independent third-party Providers, including veterinarians and other veterinary professionals in the PETMAVERICK network. You acknowledge and agree that the Providers using the Services are solely responsible for and will have complete authority, responsibility, supervision, and control over the provision of all veterinary medicine services, advice, instructions, treatment decisions, pharmaceutical services, and other veterinary health care services performed, and that all diagnoses, treatments, procedures, and other veterinary health care services will be provided and performed exclusively by or under the supervision of the Providers, in their sole discretion, as they deem appropriate.

LIMITATION OF LIABILITY

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL PETMAVERICK OR ITS SHAREHOLDERS, OFFICERS, EMPLOYEES, MANAGERS, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. PETMAVERICK'S TOTAL AGGREGATE LIABILITY FROM ANY AND ALL CLAIMS UNDER THESE TERMS IS LIMITED TO THE TOTAL AMOUNTS YOU PAID TO PETMAVERICK THAT WERE RETAINED BY PETMAVERICK (AFTER REMITTING AMOUNTS DUE TO PROVIDERS) IN THE ONE (1) YEAR IMMEDIATELY PRECEDING THE OCCURRENCE OF LOSS OR DAMAGE. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless PETMAVERICK, its shareholders, officers, directors, managers, employees, agents, subsidiaries, affiliates, licensors, suppliers, successors and assigns from and against any claim, actions, demands, liabilities and settlements, including without limitation reasonable legal and accounting fees ("Claims"), resulting from, or alleged to result from, your violation of these Terms of Service. In addition, you agree to indemnify, defend and hold harmless your Provider(s) from and against any third-party Claims resulting from your lack of adherence with the advice or recommendation(s) of such Provider.

PETMAVERICK reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of PETMAVERICK. PETMAVERICK will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

GEOGRAPHICAL RESTRICTIONS

PETMAVERICK makes no representation that all products, services and/or material described on the Services, are appropriate or available for use in locations outside, or all territories in, the United States and Canada. The Service is not intended for distribution or use in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which

would subject PETMAVERICK to any registration requirement within such jurisdiction or country.

DISCLOSURES

All veterinarians on the Service present evidence of a professional license upon initially being permitted to use the Services. However, the Service does not monitor the compliance by Providers with licensing requirements. Professional licenses are issued by the professional veterinary licensing boards in the states, provinces, or territories where the Providers practice. You may report a complaint relating to services provided by a Provider by contacting the professional veterinary licensing board in the state, provinces or territories where the services were received.

DISPUTE RESOLUTION AND ARBITRATION

Generally

In the interest of resolving disputes between you and PETMAVERICK in the most expedient and cost effective manner, and except as described in Section 20.2 and 20.3, you and PETMAVERICK agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND PETMAVERICK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions

Despite the provisions of Section 20.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Opt-Out

If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 20 within 30 days after the date that you agree to these Terms by sending a

letter to PETMAVERICK, INC., Attention: Legal Department – Arbitration Opt-Out, ADDRESS that specifies: your full legal name, the email address associated with your account on the Services, and a statement that you wish to opt out of arbitration (“ Opt-Out Notice”). Once PETMAVERICK receives your Opt-Out Notice, this Section 19 will be void and any action arising out of these Terms will be resolved as set forth in Section 20. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

Arbitrator

Any arbitration between you and PETMAVERICK will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting PETMAVERICK. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

Notice of Arbitration; Process

A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). PETMAVERICK's address for Notice is: PETMAVERICK, INC., 31 De Silva Island Drive, Mill Valley CA 94941. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or PETMAVERICK may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or PETMAVERICK must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by PETMAVERICK in settlement of the dispute prior to the award, PETMAVERICK will pay to you the higher of: (i) the amount awarded by the arbitrator; or (ii) US\$10,000.

Fees

If you commence arbitration in accordance with these Terms, PETMAVERICK will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Los Angeles, California, but if the claim is for \$US10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of

documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse PETMAVERICK for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

No Class Actions

YOU AND PETMAVERICK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and PETMAVERICK agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Modifications to this Arbitration Provision

If PETMAVERICK makes any future change to this arbitration provision, other than a change to PETMAVERICK's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to PETMAVERICK's address for Notice of Arbitration, in which case your account with PETMAVERICK will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

Enforceability

If Section 20.7 or the entirety of this Section 20 is found to be unenforceable, or if PETMAVERICK receives an Opt-Out Notice from you, then the entirety of this Section 20 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 21 will govern any action arising out of or related to these Terms.

MISCELLANEOUS

You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. These Terms of Service and your use of the

Services shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws. The parties agree to the personal and subject matter jurisdiction and venue of the courts located in Los Angeles, California, for any action related to these Terms of Service.

You understand that by checking the “agree” box for these Terms of Service and/or any other forms presented to you on the Services you are agreeing to these Terms of Service and that such action constitutes a legal signature. Subject to applicable law, you agree that we may send to you any privacy or other notices, disclosures, or communications regarding the Services (collectively, “Communications”) through electronic means including but not limited to: (1) by e-mail, using the address that you provided to us during registration, or (2) by posting the Communications on the Services. The delivery of any Communications from us is effective when sent by us, regardless of whether you read the Communication when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Communications and unsubscribe to those Communications at any time by clicking “Unsubscribe” at the bottom of any such Communication, by contacting us by email at info@petmaverick.com or by canceling or discontinuing your use of the Service. Doing so may have a material impact on our ability to provide the Services to you.

No waiver by PETMAVERICK of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of PETMAVERICK to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

PETMAVERICK devotes considerable effort to optimizing signal strength and diagnosis deficiencies but is not responsible for the internet or data bandwidth and signal of your mobile device.

Please report any violations of these Terms of Service to info@petmaverick.com

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Services or Services infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a

counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office Website, currently located at <https://www.copyright.gov/>. In accordance with the DMCA, PETMAVERICK has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to PETMAVERICK, INC., 31 De Silva Island Drive, Mill Valley CA 94941. PETMAVERICK will promptly terminate the accounts of users that are determined by PETMAVERICK to be repeat infringers.

Notice Regarding Apple

This Section 22 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and PETMAVERICK only, not with Apple Inc. (“Apple”), and Apple is not responsible for the Service or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Contact

If you have any questions regarding these Terms of Service or the Services, you may contact us by email at info@petmaverick.com