

## TERMS OF USE

**IF YOUR PET IS EXPERIENCING AN EMERGENCY HEALTH ISSUE, IMMEDIATELY CONTACT YOUR VETERINARIAN OR A VETERINARY HOSPITAL. DO NOT USE THIS APPLICATION IN THE EVENT OF AN EMERGENCY.**

THE FOLLOWING ARE THE TERMS OF USE (“TERMS”) FOR THIS SOFTWARE APPLICATION (“APPLICATION”) THAT IS COMPATIBLE FOR USE ON YOUR MOBILE DEVICE. THESE TERMS SHALL APPLY TO ANY PERSON (“YOU” OR “YOUR”) WHO INSTALLS, ACCESSES OR USES ANY FEATURE OF THE APPLICATION. PLEASE READ THESE TERMS CAREFULLY BEFORE INSTALLING, ACCESSING OR USING ANY FEATURE OF THE APPLICATION.

YOUR INSTALLATION, ACCESS OR USE OF ANY FEATURE OF THIS APPLICATION ESTABLISHES A CONTRACTUAL RELATIONSHIP BETWEEN YOU, YOUR VETERINARIAN (“VETERINARIAN”) AND ON-HOLD ADVERTISING, INC., AN ILLINOIS CORPORATION DOING BUSINESS AS INTOUCH PRACTICE COMMUNICATIONS (“INTOUCH”), AND SHALL BE DEEMED TO BE YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT ANY PORTION OF THESE TERMS, DO NOT INSTALL, ACCESS OR USE ANY FEATURE OF THE APPLICATION, OR IMMEDIATELY DELETE THE SOFTWARE APPLICATION FROM YOUR MOBILE DEVICE.

INTOUCH’S POLICY REGARDING THE COLLECTION AND USE OF PERSONAL INFORMATION IN CONNECTION WITH THE APPLICATION IS PROVIDED IN INTOUCH’S PRIVACY POLICY LOCATED AT [www.intouchvet.com](http://www.intouchvet.com). YOUR VETERINARIAN’S PRIVACY POLICIES MAY BE DIFFERENT. YOU ARE ENCOURAGED TO READ AND UNDERSTAND ALL PRIVACY POLICIES THAT MAY BE APPLICABLE TO YOUR USE OF THE APPLICATION.

**LIMITED LICENSE.** The Veterinarian has made the Application available to you under a license from InTouch (InTouch and Veterinarian may be collectively referred to herein as “our,” “us” or “we”). You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Application only on a mobile device that you own or control, solely for your personal use and as expressly permitted under these Terms. This license grant is expressly conditioned on your acceptance of these Terms without modification. You agree that your installation of the Application constitutes a license subject to these Terms and not a sale of the Application. If you do not agree to all of these Terms, do not install, use or access the Application, or immediately delete the Application from your mobile device.

We reserve the right to terminate this limited license and your ability to use or access the Application at any time, in our sole discretion, without notice to you.

**RESTRICTIONS.** You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Application or content contained in the Application; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Application or content contained in the Application except as expressly permitted by us; (iii) decompile, reverse engineer or disassemble the Application except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Application; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Application or unduly burdening or hindering the operation and/or functionality of any aspect of the Application; (vi) attempt to gain unauthorized access to or impair any aspect of the Application or its related systems or

networks; (vii) use the Application in any manner that could damage, disable, overburden, or impair the Application, or interfere with any other party's use of the Application; or (viii) use the Application for any purpose that is unlawful or in violation of these Terms. The Application and all rights therein are and shall remain our property, as applicable. Neither these Terms nor your use of the Application convey or grant to you any rights: (i) in or related to the Application except for the limited license granted above; (ii) in or related to the company names, trademarks, service marks, logos, copyrights and other intellectual property displayed in the Application which are the property of InTouch, Veterinarian or other third parties; or (iii) to use, reference, copy or reproduce in any manner the company names, trademarks, service marks, logos, copyrights and other intellectual property which are the property of InTouch, Veterinarian or other third parties. We retain all ownership rights with respect to our company names, trademarks, service marks, logos, copyrights and other intellectual property which are displayed in the Application.

**NOT INTENDED FOR PROFESSIONAL ADVICE OR DIAGNOSIS.** The Application may contain general information regarding the health of pets which should not be construed as specific guidance regarding the health of your pet under any circumstances. Any information supplied through the Application is for educational purposes or general guidance only. Information provided through the Application is not intended and shall not serve as a substitute for professional veterinary advice, diagnosis or treatment. Information provided on the Application is not intended to contradict, supercede or replace information provided by your Veterinarian or other veterinary services professional. Additionally, information regarding products discussed or referenced on the Application is not intended to contradict, supercede or replace product information supplied by the manufacturer of any product. **YOU SHOULD CONSULT YOUR VETERINARIAN, OTHER VETERINARY SERVICES PROFESSIONAL OR MANUFACTURER PRODUCT INFORMATION, AS APPROPRIATE, IF YOU HAVE ANY QUESTIONS REGARDING ANY OF THE INFORMATION PROVIDED IN THE APPLICATION.**

This Application may also contain features which facilitate communication with your Veterinarian regarding your pet's health. These features are provided for convenience only and are not a replacement for direct consultations with the Veterinarian or other veterinary services professional. We do not guaranty that communications sent through the Application will be reviewed in a timely manner, and we expressly disclaim any obligation to do so.

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**MOBILE AND OTHER DEVICES.** The Application is currently offered for free on your mobile device (including but not limited to mobile phone, tablet computer, slate computer or personal media player). You agree that you may receive communications from us (including but not limited to push notifications, text messages, pictures, emails and other electronic communications) on your mobile device. Charges and fees from your mobile carrier, such as text messaging, network and data charges, may still apply. You alone are responsible for any charges and fees associated with the installation, use or access of the Application on your mobile device. In the event you change or deactivate your mobile telephone number, you agree to update your account information within 48 hours to ensure that messages are not sent to the person who acquires your old number. You are responsible for the security of your mobile device and the security of any passwords or other login information required to use or access the Application. We may monitor your login information and you agree to change your

login information upon request. Additionally, we reserve the right to terminate your use and access of the Application if we determine in our sole discretion that a security risk exists.

**USER CONTENT.** The Application permits you to submit, upload, publish or otherwise make available textual, audio, visual and other electronic content and information, including but not limited to commentary and feedback related to the Application and the Veterinarian, initiation of communications with your Veterinarian, and submission of entries for competitions and promotions (“User Content”). You agree that you will not attempt to submit, upload, publish or otherwise make available any User Content using any manual or automated means other than those provided in the Application. Any User Content provided by you remains your property. However, by submitting User Content via the Application, you grant us a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Application and our business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor our use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by us in our sole discretion, whether or not such material may be protected by law. We may, but shall not be obligated to, review, monitor, edit, decline to post or remove any User Content or any portion thereof, at our sole discretion and at any time and for any reason, without notice to you. You are solely responsible for ensuring the User Content is accurate, complete and up-to-date. We do not assume any responsibility for or liability relating to User Content.

**THIRD PARTY CONTENT.** The Application contains content and links to other websites or applications which are prepared by third parties that we do not control (“Third Party Content”). We are not responsible for the Third Party Content and expressly disclaim any representation or warranty regarding the Third Party Content, including but not limited to the accuracy, legality or decency of the Third Party Content. Third Party Content is provided for your convenience only. Except as expressly stated in the Application or otherwise, the inclusion of Third Party Content or the description of a product or service offered by a third party does not constitute an implied endorsement of such Third Party Content by us. Company names, trademarks, service marks, logos, copyrights and other intellectual property displayed within Third Party Content remain the property of the third party owning such content.

**THIRD PARTY TERMS AND POLICIES.** In addition to your agreement to these Terms, by installing, using or accessing the Application you agree to any third party terms of use or policies relating to your mobile device or mobile carrier upon which you have installed, used or accessed the Application. You further acknowledge that the Application may be made available or accessed in connection with third party services that we do not control, and that different terms of use and privacy policies may apply to your use of such third party services. You acknowledge that Apple, Inc., Google, Inc. or other third parties may be deemed a third-party beneficiary to these Terms if you access the Application using applications developed for

Apple iOS, Android, or other mobile devices. These third parties are not parties to these Terms and are not responsible for the availability or maintenance of the Application in any manner. In addition to your agreement to these Terms, by installing, using or accessing the Application you acknowledge that you may also be agreeing to any applicable third party terms of use.

*See Usage Rules of Apple Inc.'s App Store Terms of Service  
(located at <http://www.apple.com/legal/itunes/us/terms.html#service>)  
or the terms of service of Google, Inc.'s Android Market  
(located at <https://www.google.com/mobile/android/market-tos.html>).*

## **CERTAIN APPLICATION FEATURES**

1. **Location Information.** The Application has the capability to collect precise location information from your mobile device using the permission system employed by your mobile operating system. Your consent to access location services via your mobile operating system constitutes consent to permit the Application to use and store your location. If you initially permit the collection of location information, you can later disable it by changing the location settings on your mobile device. However, this will limit your ability to use certain features of the Application.
2. **Beacons.** The Application incorporates beacon technology developed by third parties. This beacon technology is designed to help us better provide relevant products, services and information to you and to help us effectively measure advertising effectiveness. This technology may install cookies and/or web beacons (“Beacons”) on your mobile device. These Beacons may trigger hardware located at your Veterinarian or other locations to communicate with you regarding products, services and information. Installation, use and access of the Application while Beacons are enabled constitutes consent to the installation of these Beacons on your mobile device and consent to receive electronic communications triggered by the Beacons.

**DISCLAIMER.** THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE APPLICATION OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE APPLICATION, OR THAT THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE APPLICATION, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

**LIMITATION OF LIABILITY.** WE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE APPLICATION, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (I) YOUR USE OF OR RELIANCE ON THE APPLICATION OR YOUR INABILITY TO ACCESS OR USE THE APPLICATION; OR (II) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. IN NO EVENT SHALL OUR TOTAL JOINT AND SEVERAL LIABILITY TO YOU IN CONNECTION WITH THE INSTALLATION, USE OR ACCESS OF THE

APPLICATION FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED TWENTY-FIVE U.S. DOLLARS (US \$25).

THE LIMITATIONS AND DISCLAIMER SET FORTH IN THIS SECTION AND THE PRECEDING SECTION DO NOT PURPORT TO DISCLAIM WARRANTIES, LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

**INDEMNITY.** You agree to defend, indemnify, and hold InTouch, the Veterinarian, and each of their employees, agents, directors, officers and shareholders, harmless from and against all liabilities, losses, demands, claims, damages, liabilities and expenses (including without limitation reasonable attorneys' fees and costs) arising out of: (i) your use of the Application; (ii) your breach or violation of any of these Terms; (iii) your User Content; (iv) our use of your User Content; or (v) your violation of the rights of any third party, including but not limited to your infringement of the intellectual property rights of third parties.

#### **OTHER TERMS.**

1. **Modification or Amendment.** We reserve the right to modify or amend these Terms at anytime in our sole discretion and without notice, by updating the posted Terms in the Application or on our website. Any such modification or amendment shall become effective upon posting. Your installation, use or access of the Application after such modification or amendment shall be deemed to be your acceptance the Terms, as modified or amended.
2. **Supplemental Terms.** Supplemental terms may apply to certain features or services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable feature or services. Supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable features or services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable features or services.
3. **Legal Age.** The Application is intended for the personal use of individuals who have attained the legal age of consent or majority in the relevant jurisdiction and are competent to agree to these Terms. If you are a legal minor or have been deemed incompetent, do not use the Application.
4. **Venue.** You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Application (collectively, "Dispute") will be brought in a state or federal court of competent jurisdiction located in Cook County, Illinois; provided, however that if InTouch is not a party to the Dispute, the Dispute may be brought in any court of competent jurisdiction in the county where you or the Veterinarian are located. If InTouch is added as a party to any Dispute, the parties irrevocably consent to transfer venue of the Dispute to a state or federal court of competent jurisdiction located in Cook County, Illinois. You irrevocably consent to the jurisdiction and venue of the courts identified in this paragraph in connection with any Dispute.
5. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF OR THE USE OF THE APPLICATION.

6. Choice of Law. These Terms shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles.
7. Severability. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be stricken and the remaining provisions shall be enforced to the fullest extent under law.
8. Entire Agreement. These Terms constitute the entire agreement between you and us with respect to this Application, and these agreements supersede all prior or contemporaneous communications, proposals, and agreements, whether electronic, oral, or written, between the parties with respect to the Application. As such, these terms of use represent the entire understanding relating to the use of this Application and prevail over any prior or contemporaneous, conflicting or additional communications.
9. Notice of Copyright Infringement. Any notice of copyright infringement shall be sent to InTouch Practice Communications, 1802 Robinhood Blvd., Ste. 3, Schererville, IN 46375. Such notice should contain the information required under the Digital Millennium Copyright Act, 15 U.S.C. §512 to be effective.
10. Notice. We may give you notice by means of a general notice on the Application, electronic mail to any email or text address you have given to the Veterinarian or submitted in the Application, or by written communication sent by first class mail or pre-paid post to the address in your Account. Mailed notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or immediately if sent by email or text. You may give notice to InTouch, with such notice deemed given when received by InTouch, at any time by first class mail or pre-paid post to 1802 Robinhood Blvd., Ste. 3, Schererville, IN 46375.
11. Assignment. These Terms may not be assigned by you. We may assign these Terms at any time with or without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of our equity, business or assets; (iii) a successor by merger; or (iv) a purchaser of the ownership rights to the Application. Any purported assignment in violation of this section shall be void.
12. Relationship. No joint venture, partnership, employment, or agency relationship exists between you, us or any third party as a result of these Terms or use of the Application. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.