

## VETPMP TERMS AND CONDITIONS

Last Modified: March 21, 2019

### **AGREEMENT**

The following terms and conditions (“Terms of Use”), are a binding agreement between you (“you” or “your”) and VetPMP, LLC, a Minnesota limited liability company (“Company”, “we”, “us” or “our”). These Terms of Use, together with any expressly incorporated terms or documents, govern your use of the website and any web based applications available at [www.vetpmp.org](http://www.vetpmp.org), and any content, functionality, and services offered on or through [www.vetpmp.org](http://www.vetpmp.org) (collectively, the “Website”), whether as a guest or a registered user. Each reference to the Website contained in these Terms of Use includes the entire Website and/or any part, feature, or aspect of the Website.

Please read the Terms of Use carefully before you start to use or create an account on the Website.

BY USING THE WEBSITE AND/OR BY CLICKING TO ACCEPT OR AGREE TO THESE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY, FOUND BELOW AND AT THE FOLLOWING URL: [WWW.VETPMP.ORG](http://WWW.VETPMP.ORG), AND INCORPORATED IN THE TERMS OF USE BY REFERENCE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE AND DO NOT CREATE AN ACCOUNT ON THE WEBSITE.

The Website is offered and available to users who are 18 years of age or older and comply with the restrictions, including geographic restrictions, described below. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the eligibility requirements in these Terms of Use. If you do not meet all of these requirements, you must not access or use the Website.

### **Updates to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Accessing the Website and Account Security**

You are responsible for making all arrangements necessary for you to have access to the Website and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website and the resources and services it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all such information you provide on the Website is correct, current and complete. You agree that all information you provide to register with the Website or otherwise, including through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You must treat any “Access Credentials” (user name, password or any other piece of information as part of our security procedures) created by or provided to you as confidential, and you must not disclose them to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website, or portions/aspects of the Website using your Access Credentials. You agree to notify us immediately of any unauthorized access to or use of your Access Credentials or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any Access Credentials, at any time if, in our opinion, you have violated any provision of these Terms of Use.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

### **Intellectual Property Rights**

The Website 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 the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

You do not acquire any ownership interest in the Website under these Terms of Use, or any other rights thereto other than to use the Website in accordance with these Terms of Use, and subject to all terms, conditions, and restrictions under these Terms of Use. Company, and its licensors and service providers, reserve and shall retain their entire right, title, and interest in and to the Website, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms of Use.

The Company name, logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You may not use such marks without the prior written permission of the Company. Any other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

You shall not:

- Copy the Website, except as expressly permitted by these Terms of Use or our Privacy Policy;
- Modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Website;
- Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Website;
- Remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Website, including any copy thereof;
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Website to any third party for any reason not expressly contemplated by operation of the Website; or

- Remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Website.

### **Other Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- In any way that infringes or otherwise violates the rights of any third-party (including any data protection, privacy and intellectual property rights).
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

### **Third-Party Materials**

The Website may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services (“Third-Party Materials”). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions.

### **User Contributed Materials**

The Website contains a database and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Materials”) on or through the Website.

Any User Materials you post to the site will be considered non-confidential and non-proprietary. We do not claim ownership of the User Materials you Post. However, by providing any User Materials on the Website, you grant us and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material in connection with the operation of the Website and provision of services to you.

You understand and acknowledge that you are responsible for any User Materials you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

By Posting User Materials you warrant and represent that:

- You own or otherwise control all of the rights to your User Materials as described in these Terms of Use including all the rights necessary for you to Post the User Materials in compliance with these Terms of Use, and that the Posting and use of the User Materials under these Terms of Use will not infringe or violate any privacy rights, intellectual property rights or other rights of any third party.
- User Materials shall in their entirety comply with all applicable federal, state, local, and international laws and regulations.
- User Materials shall not contain any material that is defamatory, obscene, indecent, sexually explicit, abusive, offensive, harassing, discriminatory, violent, hateful, inflammatory, or otherwise objectionable.

- You will only post User Materials from whom you have received a Consent to Release of Information form. You agree to retain the Consent to Release of Information form with the patient's medical record.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove any User Materials that violate these Terms of Use, including the preceding representations and warranties, in our sole discretion.
- Take any legally permissible action with respect to any User Materials that we deem necessary or appropriate in our sole discretion, including if we believe that such User Material violates these Terms of Use or applicable law, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Take appropriate legal action, including referral to law enforcement, for any illegal or unauthorized use of the Website of which we become aware.
- Terminate or suspend your access to all or part of the Website for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND AGREE TO HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been Posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Geographic Restrictions**

The Website is based in the State of Minnesota, and intended for use by certified veterinary technicians and Minnesota-licensed veterinarians providing services for animals in Minnesota, Iowa, Wisconsin, North Dakota and South Dakota. You agree not to Post User Information about individuals residing outside the United States. You acknowledge that you may not be able to access the Website outside of the United States and that access thereto may not be legal by

certain persons or in certain countries. If you access the Website from outside the United States, you are responsible for compliance with local laws.

### **Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website**

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Website**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Linking to the Website and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

### **Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website,

you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Disclaimer**

THE WEBSITE IS PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE AND ANY SERVICES PROVIDED ON OR THROUGH, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE WEBSITE OR ANY OF THE SERVICES PROVIDED ON OR THROUGH THE WEBSITE, ACHIEVE ANY INTENDED RESULTS, BE ACCURATE, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, BE SECURE OR VIRUS FREE, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

### **Limitation of Liability & Indemnification**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE FOR:

- PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
- DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR USE OF THE WEBSITE OVER THE 12 MONTHS IMMEDIATELY PRECEDING ANY CLAIM.



THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATING TO YOUR USE OR MISUSE OF THE WEBSITE OR THE SERVICES PROVIDED ON OR THROUGH THE WEBSITE, OR YOUR BREACH OF THESE TERMS OF USE, INCLUDING YOUR USER MATERIALS.

### **General Terms**

Severability. If any provision of these Terms of Use is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms of Use will continue in full force and effect.

Governing Law. These Terms of Use are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the city of Minneapolis and county of Hennepin. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Entire Agreement. These Terms of Use and our Privacy Policy constitute the entire agreement between you and Company with respect to the Website and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Website.

Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

## **Your Comments and Concerns**

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All notices of copyright infringement claims should be sent to VetPMP, LLC, 101 Bridgepoint Drive, #100, South Saint Paul, MN 55075.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [vpmp@mvma.org](mailto:vpmp@mvma.org).