

Terms of Use: VSmart, Variants, and Components

Animal Care Technologies ("ACT") operates this and other websites (the "Site") to provide VSmart, a customer/client survey resource (the "Service"). By accessing and using this Site, you agree to each of the terms and conditions set forth herein ("Terms of Use"). Additional terms and conditions applicable to specific areas of this Site or to particular content or transactions are also posted in particular areas of the Site and, together with these Terms of Use, govern your use of those areas, content or transactions. These Terms of Use, together with applicable additional terms and conditions, are referred to as this "Agreement." ACT reserves the right to modify this Agreement at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. ACT reserves the right to suspend or deny access to the Service to anyone at any time in order to protect itself and its affiliates from suspected harm.

1. Use of Site

You may use the Service, the Site, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Site (singly or collectively, the "Content") solely for your non-commercial, personal purposes. No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. ACT reserves complete title and full intellectual property rights in all Content. Except as expressly authorized by this Agreement, you may not use, alter, copy, distribute, transmit, or derive another work from any Content obtained from the Site or the Service, except as expressly permitted by the Terms of Use.

2. Billing

A. Billing information is required in order to create a valid ACT account and access the Services. By providing your billing information and designating a Payment Method, whether through the online registration form or directly to a representative of ACT, you thereby authorize Animal Care Technologies to charge you a one time and/or recurring fee for Service as outlined in the online registration form or provided to you by email, as well as applicable sales tax and any other charges you may incur by your use of optional and additional Service(s) you choose while using the Service. Billing information may include credit card numbers and other personal information that will be securely stored by ACT and its authorized payment gateway services. You may change your billing information and Payment Method by contacting ACT at the phone number or address below. **DO NOT SEND BILLING INFORMATION AND/OR PAYMENT METHOD INFORMATION, SPECIFICALLY TO NOT SENT CREDIT CARD NUMBERS BY EMAIL.**

B. Payment for Service is due on the first day of the billing period (recurring monthly payment due on the 1st of the month provides Service through the last day of that month). If payment is not received, Service will be suspended. Delinquent accounts will be referred for collections, and fraudulent Payment Methods, such as "hot checks" will be submitted to the local prosecutor or district attorney's office for prosecution.

C. You acknowledge that the amount of any recurring charge may vary for reasons that may include promotional offers, subscription price changes, and/or changing or adding Service(s), and you authorize ACT to charge your designated Payment Method for such varying amounts. Recurring billing periods vary according to subscription plan, such as monthly, quarterly, yearly. **YOU AUTHORIZE ACT TO AUTO-RENEW YOUR ACCOUNT AT THE END OF EACH BILLING PERIOD AND CHARGE YOUR PAYMENT METHOD UNTIL YOU CONTACT ACT TO CANCEL SERVICE.**

D. ACT reserves the right to change the price and billing period for its Service or any of its components at any time. Any price or billing period changes will occur only after the administrator of the account is notified by email at least 30 days before the scheduled price change date, allowing you to modify your billing plan or cancel before your next billing date. It is your responsibility to keep the administrator's email address accurate. If you do not reply to the email or contact ACT before the next billing date, you accept the new terms of billing.

3. Trials, Refunds, and Cancellation Policy

A. Any trial period offered free of charge is at the sole discretion of ACT and may be altered or terminated at any time. **BILLING, AS OUTLINED IN THE ONLINE REGISTRATION FORM, AUTOMATICALLY BEGINS AT THE CONCLUSION OF ANY TRIAL PERIOD AND CONTINUES UNTIL CANCELLED BY THE ACCOUNT HOLDER.** You may request cancellation of your account and recurring payment by contacting 1.800.357.3182 and speaking with a customer service representative. Our

representatives are available from 8 a.m. to 6 p.m. Monday through Friday Central Time, excluding holidays. You may also write us at:

Animal Care Technologies
2701 Hartlee Field Rd.
Denton, TX 76208

B. With the exception of the satisfaction guarantee outlined in part 4, all payments are nonrefundable, and there are no refunds or credit given for partially used billing periods. Unauthorized transactions should be reported to us by contacting 1.800.357.3182 and speaking with a customer service representative.

4. Satisfaction Guarantee

You may request cancellation of service and receive a full refund of all payments made for your current service period of VSmart within the first 30 days after installation and activation of current service period if, for any reason, you are not fully satisfied with VSmart. No refund will be given for previous VSmart service periods. Refund payment method will be made at the sole discretion of ACT. Requests must be received directly by an account manager by phone at 800-357-3182 during normal business hours, by mail to the address above, or by email to: info@4act.com. After 30 days of service, no refunds or credits will be given for any unused period of service.

5. Copyright

The Site and the Content are protected by U.S. and/or foreign copyright laws, and belong to ACT or its partners, affiliates, contributors or third parties. The copyrights in the Content are owned by ACT or other copyright owners who have authorized their use on the Site. You may download and reprint Content for non-commercial, non-public, personal use only. If you are browsing this Site as an employee or member of any business or organization, you may download and reprint Content only for educational or other non-commercial purposes within your business or organization, except as otherwise permitted by ACT, for example in certain password-restricted areas of the Site. You may not manipulate or alter in any way images or other Content on the Site.

6. Trademarks

You are prohibited from using any of the trademarks or logos appearing throughout the Site without written permission from the trademark owner, except as permitted by applicable law.

7. Links to Third-Party Web Sites

A. Any links on the Site to third party web sites or information are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by ACT of the third party, the third-party web site, or the information contained therein. ACT is not responsible for the availability of any such web sites.

B. ACT is not responsible or liable for any such web site or the content thereon. If you use the links to the web sites of ACT affiliates or service providers, you will leave the Site, and will be subject to the terms of use and privacy policy applicable to those web sites.

8. Linking to this Site

If you would like to link to the Site, you may do so when ACT's business is relevant to your own activities. However, no use is permitted just to attract attention or to suggest any endorsement or sponsorship by, or affiliation with ACT. Unless specifically authorized by ACT, you may not connect "deep links" to the Site, i.e., create links to this site that bypass the home page or other parts of the Site. You may not mirror or frame the home page or any other pages of this Site on any other web site or web page.

9. Disclaimer of Warranties

ACT MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE OR THE CONTENT. ACT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED,

STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITE, THE SERVICE, THE CONTENT, AND ANY PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED VIA THE SITE. ACT DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR THE SERVICE WILL BE CORRECTED. ACT DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT, OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE SITE, THE SERVICE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

10. Limitation of Liability

IN NO EVENT WILL ACT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE, THE SERVICE, OR THE CONTENT, EVEN IF ACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, ACT'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.

11. Indemnification

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless ACT, its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, indirect, incidental, consequential, and exemplary damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site, the Service, or the Content, or any violation by you of this Agreement.

12. User Conduct

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties.

13. Password Security

If you register to become a user of VSmart, you are responsible for maintaining the confidentiality of your member identification and password information, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your member identification and password, including billing and account information.

15. General Provisions

a. Entire Agreement/No Waiver. These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by ACT of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

b. Correction of Errors and Inaccuracies. The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. ACT therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. ACT does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

c. Enforcement/ Choice of Law/ Choice of Forum. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this

Agreement, your use of the Site, any other ACT web site, the Service, or the Content are governed by, and will be interpreted in accordance with, the laws of the State of Texas, without regard to any conflict of laws' provisions. All disputes will be in Texas state court in Denton County, Texas.

16. Changes to this Agreement

We reserve the right to modify this agreement at any time, so please check for change notices on a regular basis. If we decide to change our privacy policy in a material way, we will post a change notice on the Site, and we may notify you by email of those changes so that you continue to be aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

Last Modification to Terms of Use: November 22, 2015

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Privacy Policy

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1. If you subscribe to an account from us, you must provide certain personally identifiable information on our order form; in particular, certain contact information (including your name, address, email address, and billing address) and financial information (including credit card number and expiration date), which we use for billing purposes and to provide you service. If we have trouble processing an order, we will use this information to contact you. You will not be able to open an account if you do not provide the information that is identified as required in the account registration and/or purchase process.
2. If you submit a testimonial to the Site, we may collect your name, email address and any other personally identifiable information that you voluntarily include in your testimonial.
3. We gather certain information automatically and store it in log files. This information includes internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data. We may use this information to analyze trends, to administer the Site, to understand users' movements around the Site and to gather demographic information about our user base as a whole.
4. We also use cookies to recognize specific visitors and more quickly provide personalized content, or grant you unimpeded access to the Site. Cookies are small text files a Web site can use to recognize repeat users. With cookies enabled, you will often not need to fill in password or contact information. Information gathered through cookies also helps us measure use of our Site. Cookie data allow us to track usage behavior and compile data that we can use to improve the Site.
 - a. Generally, cookies work by assigning a unique number to the user that has no meaning outside of the Web site that he or she is visiting. You can easily turn off cookies. Most browsers have a feature that allows the user to refuse cookies or issues a warning when cookies are being sent. Please consult the "Help" section of your browser for more information about how to disable cookies. However, our Site will not function as effectively without cookies. Enabling cookies ensures a smooth, efficient visit to our Site.
5. We may use third-party tracking services that use cookies and web beacons to track aggregated anonymous data about visitors to our Site to capture usage and volume statistics to help us improve our Site. We have no access or control over these tracking technologies. This Privacy policy covers the use of tracking technologies by VSmart only and does not cover the use of tracking technologies by any third party.
6. In addition to the uses of your information described elsewhere in this privacy policy, we may also use your information in one or more of the following ways. We will not use or share your personally identifiable information in ways unrelated to those described in this privacy policy without your permission.
7. We will use your information to communicate with you and provide you with transactional messages in response to your inquiries, to provide the services you request, and to manage your account. For example, when you register for an account (including a free trial account), you will receive a short welcome email.
8. We will send you service-related announcements when it is necessary to do so. For instance, if our service is temporarily suspended for maintenance, we might send you an email. You may also receive emails regarding your account status and billing. Generally, you may not opt-out of these transactional communications which are not promotional in nature. If you do not wish to receive them, you have the option to deactivate your account.
9. We may use your information to contact you about other products or services that we offer in which you may be interested. You may opt out of receiving such communications from us at any time (but not the transactional emails described in the paragraphs above) by contacting us as set out in the Terms of Use entitled Opting Out of Communications from VSmart.
10. We may post testimonials on the Site that you submit to us from time to time. We always request permission to post your testimonial on the Site, and we may use your information to contact you for the purpose of requesting such permission.

11. At the direction of our users, we send survey invitation emails on behalf of them to email addresses provided by them through their respective practice management software database. Each user's list of such email addresses is stored on our system, but the email addresses in those lists are not used by VSmart in any other way. The emails sent on a user's behalf appear to come from the account holder.

12. Your survey questions, responses and results are kept in strict confidence and used in compliance with legal requirements. We will never use your survey questions or responses other than in accordance with this privacy policy, and then only anonymously and by aggregating them with questions and responses from other surveys. We may also use your information, including your survey questions and responses, as well as aggregated data we collect through survey results to help you with your own survey creation and analysis, and to help us provide and improve our overall survey services.

13. VSmart reserves the right to perform statistical analyses of user behavior and characteristics, as well as behavior and characteristics of respondents. Supplementary data for such analysis may be obtained from the account holder's database of client information. For example, number of pets per household, purchasing patterns, client demographics, and other such data may be used to create benchmarks and devise metrics for use in providing better services through the Site. Statistical analyses are performed on anonymized, aggregated data.

14. VSmart collects IP addresses for system administration and record keeping. Your IP address is automatically assigned to your computer when you access the Internet. The IP addresses are analyzed in the aggregate, and we may also associate your IP address with your account for the purpose of managing your account and your surveys. VSmart collects the IP addresses of survey respondents for the purpose of benchmarking and other statistical analyses.

15. We use third parties to provide billing services on our Site. When you purchase a service from us, we will share contact and credit card information as necessary for the billing service provider to provide that service. We may also from time to time share your personally identifiable information with other service providers to enable them to assist us to provide our survey-related services. Our service providers are contractually prohibited from using your information for any other purpose, including their own marketing purposes. VSmart may disclose survey questions and responses, or other benchmarking data anonymously and by aggregating them with other users' data. We will not sell, rent, or otherwise provide your personally identifiable information to any other third parties, except as otherwise described in this Privacy Policy.

16. We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or to comply with a judicial proceeding, court order, or legal process served on us.

17. We may transfer your personally identifiable information to a successor entity upon a merger, consolidation or other corporate reorganization in which VSmart participates or to a purchaser of all or substantially all of VSmart's assets to which this Site relates.

18. Upon request, VSmart will allow any user to opt out from receiving emails about other products and services. You can contact us through our Help Center by email (support@VSmart.com), or follow the unsubscribe instructions included in each promotional email sent to you. Survey respondents may also opt out of receiving future surveys directly from VSmart via email.

19. We endeavor to ensure that your personally identifiable information is accurate by collecting it directly from you. If your personally identifiable information changes, or if you no longer desire our service, you may request us to correct, update, or delete your personally identifiable information or deactivate your account by emailing our Customer Support at support@VSmart.com, or by contacting us by postal mail at this address :

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We will endeavor to fulfill requests to delete personally identifiable information unless such information is required to be retained by law or for legitimate business purposes (such as storage in backup media created as part of our routine system backup procedures). We will respond to your request for access, amendment, or deletion within 30 days.

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