

## **TERMS OF USE FOR MEMBERS AND WEBSITE USERS**

### **ACCEPTANCE OF TERMS AND CONDITIONS**

By using this site, [www.Vetable.com](http://www.Vetable.com), (the "Site"), you ("you", the "Website User" and/or the "Member") agree to the terms and conditions in this Agreement between you and Vetable, LLC (hereinafter, "Vetable.com", "we" or "us"). If you do not agree to the outlined terms and conditions (the "Terms of Use" or "Agreement"), your only recourse is to discontinue use of the Site and terminate any existing Memberships.

A Website User becomes a Member ("Member") of the Site once the Website User signs up for an appointment with [vetable.com](http://vetable.com) ("Membership"). Members can access all the features of the Site and the Services of Vetable.com.

Vetable.com reserves the right to make any changes to our Terms of Use and/or our Privacy Policy (which is incorporated herein by reference) without prior notification to you. You should re-read this Agreement containing our Terms of Use and Privacy Policy from time to time in order that you stay informed as to any such changes. If Vetable.com make changes to this Terms of Use and/or Privacy Policy and you continue to use the Site and/or the Services, you are impliedly agreeing to the Terms of Use and Privacy Policy expressed herein.

This Agreement sets forth the terms and conditions that apply to both Website Users and Members of the Site. By using this Site (other than to read this Agreement for the first time), you agree to comply with all of the terms and conditions hereof.

If you have any questions about these terms, contact Vetable.com at [info at Vetable.com](mailto:info@Vetable.com).

### **GENERAL INFORMATION**

1. **Services.** Vetable.com offers (a) Veterinary house call appointments at Member's homes, offices, and other locations deemed appropriate by Vetable on a case by case basis (b) all anticipated follow-up care and maintenance of medical records associated with such appointments (collectively, the "Services"). Vetable.com is a membership-based website. All Vetable.com Members are entitled to use the Site and the Services. If you are not a Member, you can browse certain content on the Site but will be unable to use most of the features, including using the Services, with the exception of the ability to call for information, further defined in this Agreement.
2. **Users.** Vetable.com welcomes Website Users who are 18 years of age and older. Through the Site, Website Users can learn about the Services that Vetable.com provides and the benefits that they are entitled to if they become a Member of

Vetable.com. By becoming a Member, Website User will have the ability to browse the full Site and use the Services.

3. Individuals Under 18. Minors may not become Members of Vetable.com.

4. Modified Terms. Vetable.com reserves the right at all times to modify any conditions of these Terms of Use and/or our Privacy Policy, a copy of which is available on Vetable.com, as Vetable.com deems necessary or desirable without prior notification to you. Such changes may include, among other things, the adding, or changing of certain fees or charges, the deletion of certain rights, and the requirement of more information about you or your animal to maintain Membership. If Vetable.com makes changes to our Terms of Use and Privacy Policy and you continue to use the Site and/or the Services, you are impliedly agreeing to the Terms of Use and Privacy Policy expressed herein. Any such deletions or modifications shall be effective immediately upon Vetable.com's posting thereof. Any use of the Site and/or Services by you after such notice shall be deemed to constitute acceptance by you of such modifications.

## SERVICES

5. Becoming a Member. Colorado law requires that veterinarians enter into a veterinarian-client-patient relationship with all animals that veterinarians provide care for. Therefore, in order to become a Member of the Vetable.com, you must meet with a Vetable.com veterinarian with the animal/animals that you wish to use the Services for. Upon submitting your appointment, a Vetable.com representative will contact you to confirm your appointment. Appointments are currently held in the Denver metropolitan area, Greeley, and Fort Collins.

6. Primary Veterinarian. Vetable.com and its employees may or may not act as your animal's primary care veterinarian, but does provide Services for your animal. If you do not consider us your primary care veterinarian, you will need to maintain a relationship with a primary care veterinarian. Vetable.com requires that you allow Vetable.com and your primary veterinarian to communicate any information about your animal to each other that they see fit to ensure that your animal receives the best veterinary care.

7. Appointment Costs. Initial veterinary appointments are \$79.00, payable upon completing the appointment. Should you wish to meet in another location, or outside of our defined service area, an additional travel fee may apply. Any additional fees will be quoted to you prior to your appointment. Information on the cost of all Services is available on the Site, and is subject to change at any time.

8. Cancellation. You can cancel your appointment at any time up to 24 hours prior to your appointment at no cost. If cancelled within 24, Vetable reserves the right, at its sole discretion, to charge a \$79 Missed Appointment Fee.

9. Electronic Billing. Members with balances due to [vetable.com](http://vetable.com) agree to receive billing invoices electronically- no paper invoices will be sent. In accordance with Registration Data below, Members agree to provide [vetable.com](http://vetable.com) with current and

updated email contact information at all times, and further agree that any and all Late Fees and/or Collections Fees outlined in their respective sections of this document will be valid despite [vetable.com](http://vetable.com) having incorrect or outdated Member Registration Data for any reason

10. Returned Checks. [vetable.com](http://vetable.com) reserves the right to charge a \$50.00 fee on all returned checks, or the maximum allowable under Colorado law.

11. Late Fees. The Late Fee Schedule will be enforced as follows to all unpaid balances beginning at 30 days past due. Use of the Services by Members, and/or agreeing to the Terms and Conditions of [vetable.com](http://vetable.com) through use of the Site, constitutes their agreement to this provision.

- a. 30 Days Past Due: \$15.00 added to unpaid balance
- b. 60 Days Past Due : \$20.00 added to unpaid balance
- c. 90 Days Past Due: \$25.00 added to unpaid balance

12. Collections. Vetable reserves the right to collect unpaid balances using the full extent of Colorado law. At 90 days past due (or at any time [vetable.com](http://vetable.com) deems Collections the appropriate avenue in the collection of unpaid debts, even at less than 90 days), [vetable.com](http://vetable.com) will submit Member's relevant information regarding unpaid invoices to the collection agency of its choosing. A reasonable Collections Fee will be added to the total of the unpaid balance (including Late Fees) of the invoice. This amount will be the maximum percentage or dollar amount (whichever is greater), allowable under Colorado law. Use of the Site by its Members shall constitute Member's express acknowledgement and agreement to this provision.

13. License: All Vetable.com veterinarians are licensed to provide veterinary services in the State of Colorado. In order to become a Member of Vetable.com, your animal must reside in Colorado.

14. Service and Contact. After becoming a Member, you may contact Vetable.com's veterinarians through email, text, and/or by phone. You hereby grant the Vetable.com the right to contact you via telephone, text, and/or email even if your phone number is on a Do Not Call list to provide services to you.

15. Termination. Vetable.com may terminate your Membership for any reason, including abuse of the Services. Should Vetable.com terminate your Membership, [vetable.com](http://vetable.com) will refund you any unused portion of your Account Balance within thirty days of the termination.

16. Phone Consultations. As a part of doing routine business, Vetable.com offers non-Members who are located in Colorado phone consultations, for free, to collect basic information. As Vetable.com's veterinarians do not have a veterinarian-client-patient relationship with non-Members, Vetable.com's veterinarians will only be able to offer general advice, not medical advice. If medical advice is deemed necessary, [vetable.com](http://vetable.com) veterinarians will require an appointment be scheduled.

## **MEMBERSHIP INFORMATION**

17. Membership Features. Vetable.com shall have the right at any time to change or discontinue any aspect or feature of Vetable.com, including, but not limited to: the veterinarians available, the type of services available, the types of discounts available, the types of forums on the Site, the length of time content is available, and the equipment or software needed for access or use of the Site or to receive the Services. Vetable.com may discontinue or eliminate features on the Site, change or eliminate any transmission method of Member benefits, and/or change transmission speeds or other signal characteristics on the Site. Further, Vetable.com may request additional information at any time by Members to update or enhance Member benefits or to enhance the benefits and/or use of the Site.

18. Registration Data; Account Security. In consideration of your use of the Site, you agree to (a) provide accurate, current, and complete information about you as may be prompted by any registration forms on the Site and during the initial veterinary visit ("Registration Data"); (b) maintain the security of your password and identification or, if you release your account information to a third party, be responsible for all actions on your account done by that third party; (c) maintain and promptly update the Registration Data, and any other information you provide to Vetable.com, to keep it accurate, current, and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account. Should you believe that the security of your account has been compromised in any manner, it is your responsibility to contact Vetable.com immediately.

19. Membership. While Website Users may browse many areas of the Site, to access the majority of features of the Site and the Services, you must have a membership ("Membership").

20. Termination by Vetable.com. Vetable.com may terminate this Agreement at any time. Without limiting the foregoing, Vetable.com shall have the right to immediately terminate membership of any Member or accounts of any Website User in the event of any conduct by that person that Vetable.com, in its sole discretion, considers to be unacceptable, or in the event of any breach by Website User or Member of this Agreement. Vetable.com may terminate your membership, delete any content or information that you have posted on the Site, and/or prohibit you from using or accessing the Site for any reason, or no reason, at any time in its sole discretion, with or without notice, including if it believes that you have accessed this Site and are under 18 year of age or violate these Terms of Service. Further, Vetable.com may be required to terminate your Membership should the services provided by Vetable.com become illegal under the laws of the State that you reside in.

## **USE OF SITE**

21. Your Use of the Site. You may use the Site only as permitted by these Terms of Use and only in a manner consistent with all applicable federal and state laws, rules and regulations, and generally accepted practices or guidelines in relevant jurisdictions, including any laws governing the export of data to or from the United

States. You agree not to use any deep-linking, robots, spiders, data-mining, or other automatic or manual device, software, program, code, algorithm, or methodology to access, copy, or monitor any portion of the Site or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or Content, or obtain or attempt to obtain any materials or information through any means not purposely made available by us through the Site. We reserve the right to take measures to prevent any such activity.

22. User Communications and User Content. By submitting material to this Site (“User Communications”), including, but not limited to, information, suggestions, ideas, concepts, know-how, forum postings, comments on blogs, techniques, questions, comments or other communication, whether such submission is by a public feature of the Site (i.e. forum area, blog comments, etc.) or by private transmission (i.e. email to Vetable.com, letter to Vetable.com), you warrant that such content is original to you, that you own all applicable legal rights in such content, and that the content does not and will not infringe upon the rights of any other person or entity. Further, by submitting any User Communication, you agree and acknowledge that you have expressly granted Vetable.com a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other users to access, view, store, or reproduce the material if posted in a public area of the Site for that user's personal use. You hereby grant Vetable.com the right to edit, copy, publish and distribute any material made available on this Site by you, including, but not limited to, information, suggestions, ideas, events, comments, commentary, and other postings. You agree that we may use any User Communication for any purpose in our sole discretion, including reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. You agree that Vetable.com shall be under no obligation: (a) to maintain any User Communication in confidence; (b) to pay compensation for any User Communication; and/or, (c) to monitor, use, return, review or respond to any User Communication. Vetable.com has no liability related to the content of any User Communication, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. You warrant, certify, and represent that any individuals depicted in audio or visual files submitted as part of a User Communication, other than yourself, are of the age of majority in their respective states of residence; and you grant the right to Vetable.com to copy, edit, change, revise, display, perform, publish, distribute the likenesses of those individuals and that you have the authority to attest to this release on their behalves. If any of the individuals depicted in any User Communication are minors in their respective states of residence, you certify, warrant and represent that you are the parent or legal custodian of each such

individual and you grant the use of the media containing his/her depiction in accordance with these Terms of Use.

23. **User-Generated Content Rules.** If you become aware of any violation of these Terms of Use or other unacceptable behavior by any user, you should report such activity to Vetable.com by emailing Vetable.com at info at Vetable.com. If you post information on the Site, you are solely responsible for each User Communication that you post on the Site or transmit to other users and agree that you will not hold Vetable.com responsible or liable for any User Communication from another user that you access on the Site. Moreover, Vetable.com reserves the right to delete any User Communication from the Site for any reason. You understand that when using the Site, you will be exposed to User Communications from a variety of sources and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Communications. You may not resell use of, or access to, the Site to any third party.

24. **Monitoring.** Vetable.com shall have the right to monitor the content of the Site at all times, including viewing of any personal information in a Member's account on the Site, to determine compliance with this Agreement and any operating rules established by Vetable.com, as well as to satisfy any applicable law, regulation, or authorized government request. Without limiting the foregoing, Vetable.com shall have the right to remove any material that Vetable.com, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

25. **Privacy.** Vetable.com cares about the privacy of our Website Users. Click here to view Vetable.com's Privacy Policy.

## **UPTIME AND EQUIPMENT**

26. **Security and Uptime.** You acknowledge that the Internet is not a secure environment and sometimes there are interruptions in service or events that are beyond the control of Vetable.com. While Vetable.com makes reasonable precautions against loss or theft of data, Vetable.com shall not be responsible for any data lost or stolen while transmitting information on the Internet. While it is Vetable.com's objective to make the Site accessible 24 hours per day, 7 days per week, the Site may be unavailable at any time for any reason including, without limitation, routine maintenance. Therefore, it is your responsibility to keep copies of any data you upload to the Site.

27. **Equipment.** You are responsible for obtaining and maintaining all internet connections, computer hardware, printers, and other equipment needed for access to and use of this Site, to use the daily training workouts, including purchasing any software necessary to view or use parts of the Site. You are responsible for all charges related to the obtaining and maintaining of that equipment, including any charges for software or charges to access the Internet. Vetable.com shall not be liable for any damages to Website User's equipment resulting from the use of this Site.

## **INTELLECTUAL PROPERTY**

28. Copyright. All content on the Site, including, but not limited to, designs, text, graphics, pictures, video, information, music, sound, and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Vetable.com with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Vetable.com's prior written permission. Any violation of this policy may result in a copyright, trademark, or other intellectual property right infringement that may subject Website User to civil and/or criminal penalties. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. The foregoing provisions of Section 23 apply equally to and are for the benefit of Vetable.com, its subsidiaries, affiliates, third party content providers, and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

29. Trademarks. Vetable, Vetable.com, and Vetable, LLC are trademarks of Vetable, LLC. All rights in respect of these trademarks are hereby expressly reserved. Unless otherwise indicated, all other trademarks appearing on Vetable.com are the property of their respective owners. Trademarks that are located on the Site shall not be deemed to be in the public domain but rather the exclusive property of Vetable, LLC, unless such site is under license from the trademark owner thereof in which case such license is for the exclusive benefit and use of Vetable.com, unless otherwise stated.

30. Copyright, Trademark, and Intellectual Property Complaints. Vetable.com respects the intellectual property rights of others. Vetable.com prohibits Website Users from uploading, posting, or otherwise transmitting on the Site any materials that violate another party's intellectual property rights. When Vetable.com receives proper Notification of Alleged Copyright Infringement as described in our Copyright Policy, Vetable.com promptly removes or disables access to the allegedly infringing material upon conclusion the material infringes upon another's rights as described herein in accordance with the Digital Millennium Copyright Act. If you believe that any material on the Site infringes upon any copyright that you own or control, please see our Copyright Policy for more information on how to report infringement of your copyright. Vetable.com may, at its sole discretion, terminate Website Users and/or Members who are deemed by Vetable.com to be have committed copyright infringement, whether or not there is any repeat infringement.

## **THIRD PARTY SITES**

31. Third Party Websites and Content. The Site may contains links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, or items belonging to or originating from third

parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by Vetable.com. Vetable.com is not responsible for any Third Party Sites accessed through the Site or any content posted by any Website Users on this Site or any Third Party Sites regarding Vetable.com. If you decide to leave the Site and access the Third Party Sites, you do so at your own risk and you should be aware that Vetable.com's terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from this Site.

32. Third Party Content. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties are those of the respective author(s) and not of Vetable.com. Neither Vetable.com nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

## **WARRANTIES, DISCLAIMERS**

33. Disclaimer of Warranty; Limitation of Liability. WEBSITE USER EXPRESSLY AGREES THAT USE OF THIS SITE AND THE SERVICES IS AT WEBSITE USER'S SOLE RISK. IN NO EVENT WILL VETABLE.COM OR ITS DIRECTORS, MEMBERS, EMPLOYEES, AFFILIATES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SITE OR RESULTING FROM THE USE OF VETABLE.COM'S SERVICES.

34. No Liability. IN ADDITION TO THE TERMS SET FORTH ABOVE, NEITHER VETABLE.COM, NOR ITS AFFILIATES, INFORMATION PROVIDERS, OR CONTENT PARTNERS, SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THIS SITE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE WEBSITE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING WITHOUT LIMITATION INJURIES, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

35. As-Is Basis. MEMBERSHIP IN VETABLE.COM AND THE USE OF THIS SITE IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF



EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

36. No Responsibility for User Content. VETABLE.COM IS NOT RESPONSIBLE FOR ANY CONTENT THAT A USER, AN ADVERTISER, A PROVIDER, OR AN UNAUTHORIZED USER MAY POST ON THIS SITE. ANY CONTENT THAT IS POSTED OR UPLOADED THAT IS OR MAY BE DEEMED UNSUITABLE CAN AND MAY BE TAKEN DOWN BY VETABLE.COM. MOREOVER, VETABLE.COM RESERVES THE RIGHT TO EDIT, CHANGE, ALTER, DELETE, AND PROHIBIT ANY AND ALL CONTENT THAT VETABLE.COM DEEMS UNSUITABLE FOR ANY REASON.

37. Limitation of Liability. VETABLE.COM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$50.00 OR THE AMOUNT PAID FOR THE MEMBERSHIP. YOU ACKNOWLEDGE THAT IF YOU HAVE NOT BOUGHT A SERVICE OR IF YOU HAVE ALREADY USED A SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM VETABLE.COM, REGARDLESS OF THE CAUSE OF ACTION.

38. State Law Limitations. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **MISCELLANEOUS**

39. Waiver. The waiver by Vetable.com of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Vetable.com.

40. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect.

41. Governing Law; Venue and Jurisdiction. By using the Site, you agree that the laws of the State of Colorado, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Vetable.com or any of Vetable.com's affiliates. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Colorado located in Denver, Colorado, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Colorado.

42. Attorney Fees and Collection Costs. In the event that litigation results from or arises out of this Agreement or the performance thereof, you agree that should Vetable.com prevail, you will reimburse Vetable.com's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled, including, but not limited to, any further costs of collection.

43. Indemnity. You agree to indemnify and hold Vetable.com, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs, and expenses, including reasonable attorneys fees, arising out of or in connection with any use of the Site, your conduct in connection with the Site, or with other users of the Site, or any violation of this Agreement or of any law or the rights of any third party.

44. Successors and Assigns. Rights and obligations created by this contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.