

Terms of Service

Last Updated: January 19, 2022

This Terms of Service Agreement is a legally binding agreement between you and Pet Practice Partners. We provide services listed on www.petpracticepartners.com (the “Website”).

The terms “Pet Practice Partners,” “us,” or “we” refers to Pet Practice Partners. The term “you,” “Customer,” or “Authorized User” refers to the user of the Services, Platform, or the Website.

By accepting these Terms of Service, by using the Services, or by accessing the Website or the Platform, you indicate that you accept the Terms of Service Agreement and our Privacy Policy, which forms a part of this Terms of Service Agreement (together with the Terms of Service Agreement referred to as the “Agreement”).

If you are unsure as to the terms of this Agreement, please do not proceed further and contact us at office@petpracticepartners.com. If you do not agree to the terms of this Agreement, please do not use our Services, or access our Website.

PLEASE NOTE THAT THIS AGREEMENT CONTAINS A BINDING AND MANDATORY ARBITRATION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES AND LIMITS REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY USING AND NAVIGATING THROUGH OUR WEBSITE, OUR PLATFORM, AND/OR ACCESSING OUR SERVICES, YOU AGREE THAT (A) YOU HAVE READ AND UNDERSTOOD THE AGREEMENT; (B) REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD; (C) YOU CAN FORM A BINDING CONTRACT; AND (D) YOU ACCEPT THE AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AS WELL AS THE PRIVACY POLICY REFERENCED HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT OR OUR PRIVACY POLICY YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE WEBSITE, THE PLATFORM, AND/OR OUR SERVICES

Capitalized terms not defined herein shall have the same meaning ascribed to them under the Privacy Policy.

1. SERVICES AND ACCESS TO PLATFORM

1.1. **Services**. Pet Practice Partners provides tools and resources to support veterinary practices (the “Services”). Any new feature added to or augmenting the Services is also subject to this Agreement.

1.2. **Access to Services via Platform**. Pet Practice Partners owns cloud-hosted technology platform (the “Platform”) through which you can access our Services. Pet Practice Partners grants to the Customer and its “Authorized User” (who is Customer’s employee, contractor or agent, and is authorized by Customer to access the Platform for access to the Services in accordance with the terms

and conditions of this Agreement) a limited, non-perpetual, non-exclusive, worldwide, non-sublicensable, non-transferable, non-assignable, revocable right to access the Platform, for its internal business purposes during the term of the Agreement, and to use the Platform and associated Services as described in this Agreement. By accessing Pet Practice Partners' Platform and Services, Customer, on its and its Authorized User's behalf, agrees to be bound by Pet Practice Partners' Privacy Policy that is available [here](#).

1.3. **Customer Information.** During the course of your use of the Services, you may be asked to provide certain information ("Customer Information"). Customer Information is collected, used, and processed, in accordance with our Privacy Policy. You may be required to provide your credit card information and other banking related information. Such information is retained and processed by our third-party services partners ("Partners"), and such information is not transmitted to us.

1.4. **Customer and Authorized Users.**

(a) Customer. Customer explicitly agrees that Customer is responsible for Authorized Users' access to the Platform and Service. Depending on the types of access rights you grant to Authorized Users, Authorized Users may be able to access certain Services and may not be able to access other parts of the Service. If you choose to close or terminate your access to our Service or Platform, Authorized Users will no longer be able to access such Service. You agree to provide sufficient notice to Authorized Users of your desire to terminate access to the Services before taking such actions. A violation of any terms of this Agreement by an Authorized User may result in the termination of a Customer's or any Authorized User's access to the Services and Platform.

(b) Authorized Users. As an Authorized User you may not have the same level of access or the same rights as the Customer. Please make sure that you have an agreement with the Customer about your role and rights. If a Customer chooses to close or terminate access to a Service, Authorized Users will no longer be able to access such. As an Authorized User, you understand that if you violate this Agreement, your access to our Services may be terminated, and we retain the right to also terminate access for any other Authorized Users.

1.5. **Authorization Limitations and Restrictions.** Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, directly or indirectly, and will not permit or authorize third-parties or Authorized Users to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, mine data from Provider's systems, ideas or algorithms of the Platform, documentation or data related to the Service; modify, translate, or create derivative works based on the Platform; (ii) rent, lease, or otherwise permit third-parties to use the Platform; (iii) use the Services to provide services to any unauthorized third-parties; (iv) circumvent or disable any security or other technological features or measures of the Service or Platform; or (v) remove any proprietary notices or labels.

2. **TERRITORIAL RESTRICTION**

The Website, the Platform, and the Services are available for access and use only in the United States of America. If you are a resident of any other country, please do not use our Services, access our Website.

3. **PRIVACY POLICY**

Our Privacy Policy describes how we handle the information you provide to us when you use the Website, the Platform, and Services. You understand that through your use of the Website, the Platform, and Services you consent to the collection and use (as set forth in the Privacy Policy) of this information,

including the transfer of this information to the United States for storage, processing and use by us and our affiliates.

4. RESERVATION OF RIGHTS

Except to the extent necessary to access and use the Website, the Platform, or the Services, nothing in this Agreement grants any title or ownership interest in or to any copyrights, patents, trademarks, trade secrets or other proprietary rights in or relating to the Website, the Platform, and the Services whether expressly, by implication, estoppel or otherwise. We and our licensors and service providers reserve and will retain their entire right, title, and interest in and to the Website, the Platform, and the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

5. FEES AND PAYMENT

Your access to or use of the Services is contingent upon our payment of all applicable fees as described on the Website at the time, if any (“Fees”).

Upon registering for Services, you will be required to designate a valid payment method. You hereby authorize us to charge for all Fees relating to the Services, and you agree to pay all such Fees in accordance with the applicable payment method terms and conditions.

We reserve the right to revise our Fees, including by increasing or adding new Fees, at any time on ten (10) days’ notice. Such notice may be sent to you by email to your most recently provided email address or posted on the Website or by any other manner chosen by us in our commercially reasonable discretion. You will be deemed to have received any such notice that is posted on the Website on the day it was posted. Your use of the Services after the ten (10) day notice period constitutes your acceptance of the new or revised Fees. If you do not agree to the revised Fees, you may terminate your subscription in accordance with Section 7 (“Termination”).

6. COMMUNICATIONS

You understand and agree that you may receive information from us via email. You hereby consent to receive communications via emails. We will send promotional messages to your email ID. If you would like to unsubscribe from these messages, you may do so at any time, using the unsubscribe link at the bottom of each message. By providing your email address, you agree with our Terms of Service and Privacy Policy.

7. TERMINATION

You may terminate this binding legal Agreement with us at any time by discontinuing use of the Website, the Platform, and the Services.

We reserve the right to cease providing you with access to all or part of the Website and Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated this Agreement or our Privacy Policy, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email. In all such cases, the Agreement shall terminate, including, without limitation, your right to access the Services.

Section 5, applicable provisions of Section 7, and Sections 8 to 10 and 15 to 18 shall survive any termination or expiration of this Agreement.

8. INDEMNIFICATION

You shall indemnify, defend and hold Pet Practice Partners and our officers, employees, managers, directors, customers and agents (the "Pet Practice Partners Indemnified Parties") harmless from and against any and all costs, liabilities, losses and expenses (including but not limited to reasonable attorneys' fees) resulting from any claim, suit, action, demand or proceeding brought by any third party against Pet Practice Partners Indemnified Parties arising from any of the following: (i) a breach of this Agreement; (ii) the negligence, gross negligence or willful misconduct of you or your employees, agents or contractors; (iii) incorrect information provided by you; or (iv) a failure by you or your employees, agents, contractors or invitees to comply with applicable laws and regulations.

9. DISCLAIMER OF WARRANTIES

Your access to and use of the Website, the Platform, or the Services or any content are at your own risk. You understand and agree that the Website, the Platform, or the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Website, the Platform, or the Services or any content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Website, the Platform, or the Services or any content; (iii) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Services; and (iv) whether the Website, the Platform, or the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PET PRACTICE PARTNERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE, THE PLATFORM, OR THE SERVICES; (II) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (III) ANY CONTENT OBTAINED FROM THE SERVICES; OR (IV) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PET PRACTICE PARTNERS EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU ACTUALLY PAID PET PRACTICE PARTNERS, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT PET PRACTICE PARTNERS HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU AND (IF APPLICABLE) YOUR PERSONAL REPRESENTATIVE, KNOWINGLY AND FREELY ASSUME ALL RISK WHEN ACCESSING THE WEBSITE, THE PLATFORM, OR THE SERVICES. YOU, ON BEHALF OF YOURSELF, AND (IF APPLICABLE) YOUR REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY PET PRACTICE PARTNERS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY CLAIMS, DISPUTES, DEMANDS, LIABILITIES, DAMAGES, LOSSES, AND COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR ACCESS TO OR USE OF THE WEBSITE, THE PLATFORM, OR THE SERVICES (II) YOUR USE OF THE WEBSITE, THE PLATFORM, OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR BODILY INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM THE USE OF THE WEBSITE, THE PLATFORM, OR THE SERVICES, (III) VIOLATION OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, YOUR BREACH OF ANY OF THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AND FOR BODILY INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM YOUR USE OF THE SERVICES, (IV) CLAIMS, OR ANY DECISION BY A COURT, ARBITRATOR, OR GOVERNMENT AGENCY, THAT PET PRACTICE PARTNERS IS OBLIGATED TO PAY ANY WITHHOLDING TAXES, SOCIAL SECURITY, UNEMPLOYMENT OR DISABILITY INSURANCE OR SIMILAR ITEMS IN CONNECTION WITH ANY PAYMENT RECEIVED BY YOU UNDER THE TERMS, (V) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY RIGHT OF PRIVACY OR INTELLECTUAL PROPERTY RIGHTS, (VII) YOUR VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION, (VIII) YOUR WILLFUL MISCONDUCT, OR (IX) ANY OTHER PARTY'S ACCESS AND USE OF THE SERVICE WITH YOUR UNIQUE USERNAME, PASSWORD OR OTHER APPROPRIATE SECURITY CODE.

11. COPYRIGHT INFRINGEMENT/DMCA NOTICE

If you believe that any content on our Website violates your copyright, and you wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c) ("DMCA Takedown Notice") must be provided to our designated Copyright Agent. It is our policy to terminate access to the Website, Services, and Platform for repeat infringers.

- Your physical or electronic signature;
- Identification of the copyrighted work(s) that you claim to have been infringed;
- Identification of the material on our Services that you claim is infringing and that you request us to remove;
- Sufficient information to permit us to locate such material;
- Your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and

- A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

The Pet Practice Partners Copyright Agent to receive the DMCA Takedown Notices is Jim Clark, Pet Practice Partners; Attn: DMCA Notice, 3703 Ascada Place, Davis, California 95618. You can also email your DMCA takedown request at office@petpracticepartners.com. You acknowledge that for us to be authorized to take down any content, your DMCA takedown notice must comply with all the requirements of this Section. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

12. ASSIGNMENT

This Agreement is only for your benefit. You shall have no right to assign this Agreement or any benefits or obligation hereunder to any other party or legal entity. Any attempted assignment shall be void.

13. ANTI-BRIBERY AND EXPORT COMPLIANCE

You agree not to promote, approach or use, distribute, transfer, provide, sub-license, share with, or otherwise offer the Services in violation of any Laws or this Agreement, including, without limitation, the United States Foreign Corrupt Practices Act and similar anti-corruption statutes in all jurisdictions. Without limiting the foregoing, you will not knowingly directly or indirectly export, re-export, transfer, make available or release (collectively, "Export") the Services to any destination, person, entity or end use prohibited or restricted under US law without prior US government authorization to the extent required by regulation, including without limitation, any parties listed on any of the denied parties lists or specially designated nationals lists maintained under the EAR or the Security, and the Foreign Asset Control Regulations (31 CFR 500 et seq.) administered by the US Department of Treasury, Office of Foreign Assets Control without appropriate US government authorization to the extent required by regulation.

14. MODIFICATIONS

We reserve the right, at our sole discretion, to change or modify this Agreement at any time. In the event, we modify the terms of this Agreement, such modifications shall be binding on you only upon your acceptance of the modified Agreement. We provide thirty (30) days' notice of any changes to this Agreement by posting on the Services and Website notice of any changes. We will also post the modified version on this page. Your continued use of the Website, the Platform, and the Services shall constitute your consent to such changes.

15. RELATIONSHIP OF PARTIES

The parties hereto are independent contractors, and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners, joint ventures, shareholders, employer/employee, agent/servant. The Customer has no power or authority to bind Pet Practice Partners to any obligation, agreement, debt or liability. The Customer shall not hold itself out as an agent or representative of Pet Practice Partners.

16. GOVERNING LAW

This Agreement shall be governed by the law of the State of California, without respect to its conflicts of laws principles. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the state and federal courts located in the Yolo County, California, for any actions not subject to Section 17.

17. MANDATORY ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

17.1. **Application.** You and Pet Practice Partners agree that this Agreement affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 17 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this Agreement or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of this Agreement. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.

17.2. **Initial Dispute Resolution.** Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action, you will contact us at office@petpracticepartners.com and provide a brief, written description of the dispute and your contact information. Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with Pet Practice Partners, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

17.3. **Binding Arbitration.** If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, (except as provided in this Section 17) subject to the terms set forth below. Specifically, all claims arising out of or relating to this Agreement (including this Agreement's formation, performance, and breach), the parties' relationship with each other, and/or your use of Pet Practice Partners Services or Website shall be finally settled by binding arbitration administered by the JAMS Comprehensive Arbitration Rules & Procedures ("JAMS"). The JAMS rules will govern payment of all arbitration fees. Pet Practice Partners will pay all arbitration fees for claims less than \$75,000. If you receive an arbitration award that is more favorable than any offer we make to resolve the claim, we will pay you \$1,000 in addition to the award. Pet Practice Partners will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

17.4. **Arbitrator's Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement including but not limited to any claim that all or any part of this Agreement is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

17.5. **Filing a Demand.** To start an arbitration, you must do the following: (i) Write a Demand for Arbitration ("Demand") that (a) briefly explains the dispute, (b) lists your and Pet Practice

Partner's names and addresses, (c) specify the amount of money in dispute, if applicable, (d) identify the requested location for a hearing if an in-person hearing is requested, and (e) state what you want in the dispute; (ii) send one copy of the Demand to JAMS, along with a copy of these Terms and the filing fee required by JAMS; and (iii) Send one copy of the Demand for Arbitration to us at office@petpracticepartners.com.

The parties understand that, absent this mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If you are a resident of the United States, arbitration may take place in the county where you reside at the time of filing, unless you and we both agree to another location or telephonic arbitration. For individuals residing outside the United States, arbitration shall be initiated in San Francisco County, California, United States, and you and Pet Practice Partners agree to submit to the personal jurisdiction of any federal or state court in the San Francisco County, California, United States, in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

17.6. Exception: Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in small claims court in the Yolo County, California for disputes or claims within the scope of that court's jurisdiction.

17.7. 30-Day Right to Opt Out. You have the right to opt out and not be bound by the arbitration provision set forth herein by sending written notice of your decision to opt out to office@petpracticepartners.com with the subject line, "ARBITRATION WAIVER OPT-OUT." The notice must be sent within the later of 30 days of your first use of the Service or within 30 days of changes to this section being announced on the Website. Otherwise you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of these arbitration provisions, Pet Practice Partners also will not be bound by them.

17.8. Changes to This Section. Pet Practice Partners will provide thirty (30) days' notice of any changes to this section by posting on the Services and Website. Amendments will become effective thirty (30) days after they are posted on the Services and Website, or sent to you by email. Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled Mandatory Arbitration, and the court or arbitrator shall apply the first Mandatory Arbitration Waiver section in existence after you began using the Services, the Platform, or Website.

17.9. Survival. This Mandatory Arbitration section shall survive any termination of your use of the Services, the Platform, or Website.

18. MISCELLANEOUS

This Agreement along with the Privacy Policy constitutes the entire agreement between you and us and supersedes any prior agreements between you and us with respect to the subject matter herein. Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of

such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, we both nevertheless agree that the court should endeavor to give effect to our intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website, the Platform, or the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. A party's failure to act with respect to a breach by the other party does not constitute a waiver of the party's right to act with respect to subsequent or similar breaches. Customer and its Authorized Users shall not reverse engineer, disassemble, decompile, decode, or adapt the Platform or the Services, or otherwise attempt to derive or gain access to the source code of the software that is in the Platform, in whole or in part. Customer and its Authorized Users shall not use the Platform and/or the Services for comparing the same with other third-party offerings. All the sections intended to survive the termination of this Agreement shall survive. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Except as explicitly stated otherwise, any notices to us shall be given by certified mail, postage prepaid and return receipt requested to Pet Practice Partners at 3703 Ascada Place, Davis, California 95618. Any legal notices (which are not modification under Section 14) to you shall be provided to you through our Website or the Services or given to you via email.