General Information

Welcome to PlutoRx! PlutoRx is an online marketplace that allows licensed veterinarians ("Vets") to provide virtual veterinary care and prescriptions to owners ("Clients") of pets and service animals (referred to as "Pets").

For the purposes of these Terms of Use, "virtual veterinary care" refers to the delivery of veterinary advice and/or medicine (which may include teletriage, telehealth, telemedicine and/or online care) using information and communication technologies where the Vet and the Pet are not in the same physical location.

USE OF THIS SERVICE IS NOT FOR EMERGENCIES. IF YOUR PET HAS A MEDICAL EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR PET'S CARE OR TREATMENT, PLEASE GO TO THE NEAREST OPEN VETERINARY CLINIC OR VETERINARY HOSPITAL.

These Terms of Use ("Terms") are a binding contract between all users or visitors to our Site, including all Vets and Clients (each a "user", "you" or "your") and PlutoRx Inc. ("PlutoRx", "we" or "us") regarding your use of any website, mobile application or other platform on which these Terms are posted (each referred to as a "Site") and the services provided on such Site by PlutoRx (collectively with the Site, the "Services").

Please read these Terms carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than court, to the fullest extent permitted by applicable law.

In order to use our Services, you must be at least the age of majority in your jurisdiction of residence and have the capacity to form a legally binding contract with PlutoRx. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms, in which case the terms "user", "you" or "your" shall refer to such entity. If you do not have such authority, you must not use the Services on behalf of such entity.

By using the Services, you signify your agreement to be bound by these Terms and our <u>Privacy Policy</u>. If you do not agree to these Terms or our <u>Privacy Policy</u>, please do not use the Services.

The Terms are divided into the following sections below. Unless otherwise indicated, all sections of these Terms apply to all users.

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PART A – Terms Applicable To All Users

1. Our Services

The Site is an online marketplace that allows Vets to provide virtual veterinary care to Clients for their Pets. Vets may also, at their discretion and where allowed by law, prescribe any medication they deem to be medically appropriate based on the Pet's medical needs, which can be filled by Clients using PlutoRx's digital platform.

PlutoRx Online Pharmacy is provided by its Pharmacy Partners and is subject to all applicable terms and conditions, including, but not limited to, Shipping Rates and Policies. Prescriptions are shipped by PlutoRx's Pharmacy Partners based on the shipping option available when you place your order.

PlutoRx's Services do not include the provision by PlutoRx of veterinary services, virtual veterinary care, pharmaceutical services or any other professional services. PlutoRx is a technology service provider that provides content and facilitates access to others that may provide virtual veterinary care, pharmaceutical services and other professional services. The Vets that Clients may access via the Site are not employees or agents of PlutoRx and are not credentialed by PlutoRx. PlutoRx does not have any oversight of the care provided to Pets or Clients by Vets. Each Vet is an independent licensed practitioner who is solely responsible for any virtual veterinary care or other services provided to Pets and Clients, and is also solely responsible for obtaining Client's informed consent, where required, to any veterinary treatment for Pets.

PlutoRx is not a party to any agreement or other transaction between users of the Site. This is true even if the Site offers online medication requests, facilitates payment, or provides other tools or services to allow users to communicate with each other and enter into agreements or other transactions with each other. As a result, any part of an actual or potential transaction between a Vet and a Client, including the quality, safety or legality of the virtual veterinary care or other services advertised, the truth or accuracy of the advertisements (including the content thereof or any reviews), the ability of Vets to provide virtual veterinary care services, prescribe medications or the ability of Clients to contract for such services are solely the responsibility of each user. You acknowledge and agree that you may be required to enter into one or more

separate agreements, waivers or terms and conditions before obtaining virtual veterinary care, pharmaceutical and other services.

Users agree that they are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any transaction they enter into on the Site or in connection with their use of the Site. Vets further agree that they are responsible for and agree to abide by all laws, rules, ordinances, or regulations applicable to virtual veterinary care and the conduct of their veterinary practice, including but not limited to any and all laws, rules, ordinances, regulations or other requirements relating to data and privacy, or license requirements, as applicable. Please be aware that, even though we are not a party to any transaction and assume no liability for legal or regulatory compliance pertaining to veterinary services listed on the Site, there may be circumstances where we are nevertheless legally obligated (as we may determine in our sole discretion) to provide information relating to a Vet's listing in order to comply with requests from governmental bodies in relation to investigations, litigation or administrative proceedings, and we may choose to comply with such obligations in our sole discretion.

While the Site may provide access to certain general veterinary information, the content on the Site is not and should not be considered veterinary telehealth advice or a substitute for individual veterinary advice, diagnosis, or treatment. Clients should always talk to a licensed veterinarian or other regulated veterinary professional for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for your Pet. Never disregard, avoid, or delay in obtaining veterinary advice because of something you have read on the Site. None of the information on the Site represents or warrants that any particular drug or treatment is safe, appropriate, or effective for your Pet. If you know or suspect that your Pet has a medical problem or condition, please immediately contact your regular licensed veterinarian.

While we do take certain measures with a goal to assist users to avoid potentially fraudulent or other illegal activity of which we become aware, we assume no liability or obligation to take any such measures or actions. When we provide warnings or messages to users about any such activity, we do not warrant that such messages are accurate or that such messages will reach any or all users they should have reached in a timely manner or at all or that such messages or measures will prevent any harm or otherwise have any impact.

2. Account & Identity Verification

To use certain features of the Site or certain Services, you must establish an account ("Account"). Upon registration, you will select a user ID and password. You must provide accurate and complete information and keep your Account information current by contacting us with any updates to your contact information, as set out below under the "Contact Us" heading.

All personal information associated with your Account or your use of the Services is collected, used and disclosed in accordance with our **Privacy Policy**.

Your right to access and use the Site is personal to you and is not transferable by you to any other person or entity. You are entirely responsible for maintaining the confidentiality of your user ID and password and for any and all activities that occur under your Account. You may not use the Account of any other user, without that user's permission. You agree to immediately notify PlutoRx of any unauthorized use of your user ID or password or any other breach of security and to select a new user ID and password if you believe your Account has been compromised. Further, if we suspect any unauthorized access to your Account, upon our request, you agree to promptly change your user ID and password and take any other related action as we may reasonably request.

PlutoRx cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. Each user acknowledges and agrees that: (a) neither PlutoRx nor any member of the PlutoRx Group (as defined below under the section entitled "Limitation of Liability") will have any liability to any user for any unauthorized transaction made using your user ID or password; and (b) the unauthorized use of your user ID and password for your Account could cause you to incur liability to both PlutoRx and other users.

User verification on the Internet is difficult and we cannot, and do not assume any responsibility for, the confirmation of each user's purported identity. We encourage you to communicate directly with a user through the tools available on the Site, though even this does not assure you of the identity of the person with which you are communicating. We further encourage you to take other reasonable measures to assure yourself of the other person's identity.

There is no guarantee that you will be accepted as a registered user of the Services. We reserve the right to deny you access to the Services or any part thereof, in order to maintain or restore security or performance to the Services. We may also do so if we reasonably believe you are in breach of these Terms or your Account has been or may be used by an unauthorized person. Users are permitted to have only one account per individual. We reserve the right to suspend any account for investigation with respect to compliance with these Terms and to terminate any account where we find that the account is being used in breach of these Terms.

Further, we may, without notice to you, suspend or cancel a Vet account on the Service or Client account at any time if we suspect, in our sole discretion, that an Account is being used in an unauthorized or fraudulent manner. In addition, should we ask a user for proof of identification, and that identification is not submitted in the allotted time, we reserve the right, in our sole discretion, to cancel any transaction associated with that user.

3. Intellectual Property

The Site, including without limitation, all software, algorithms, protocols, and interfaces associated therewith, and all intellectual property associated with the Services (including but not limited to copyrights, inventions, patents, trademarks, trade secrets, industrial designs) are owned or licensed by PlutoRx. Nothing in these Terms confers upon you any ownership interest in any aspect of the Services or any intellectual property right associated with the Services.

"PlutoRx", "http://www.plutorx.com", "http://www.plutorx.ca", "http://plutorx.ca", and "http://plutorx.com" are trademarks of PlutoRx. The names and logos of other companies' services that appear on the Site are trademarks of their respective owners. Nothing in these Terms confers upon you any interest of any kind in these marks. Our trademarks and trade dress may not be used in any manner for any purpose without our express written consent.

We respect the intellectual property rights of others, and PlutoRx does not permit, condone or tolerate the posting of any content on the Site that infringes any person's intellectual property, including without limitation, copyright. Where appropriate, PlutoRx will terminate the Account of a user who is the source of repeat copyright infringement. Should you become aware of or suspect any copyright infringement on this Site, please notify us immediately as set out below under the "Contact Us" heading.

4. Limited License to Use the Services

Provided you adhere to all of these Terms applicable to you, PlutoRx grants you a limited, non-exclusive, non-transferable, freely revocable license to use the Services. PlutoRx may terminate this license at our sole discretion, at any time for any reason or no reason. Any unauthorized use of the Services will violate these Terms and may violate applicable laws. PlutoRx reserves all of our rights in respect of such violations, including our rights to pursue any available legal or equitable remedy or recourse and seek recovery from you for the expense of so doing.

5. No Unlawful or Prohibited Use

You may only use the Services as permitted by the features of the Site and these Terms. As an essential condition of your use of the Services, you agree that you will not use them, in whole or in part, for any purpose that violates any applicable federal/provincial/territorial, local or international law, or any regulations having the force of law. You shall also not engage in the following unauthorized activities:

- 1. Any commercial use of the Site or any content on the Site, other than by Vets in good standing;
- 2. Copy, reproduce, upload, post, display, republish, distribute or transmit any part of the content of the Site in any form whatsoever;
- 3. Reproduce any portion of the Site on your website, app or other platform, using any device including, but not limited to, use of a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site without our express written permission;
- 4. Deep-link to any portion of the Site without our express written permission;
- 5. Modify, translate into any language or computer language or create derivative works from, any content or any part of the Site;
- 6. Damage, disable, impair, overburden or otherwise impair the Site, servers or networks of PlutoRx;
- 7. Interfere with or disrupt networks or servers connected to the Site or violate the regulations, policies or procedures of such networks;
- 8. Interfere with any other party's use of the Services;
- 9. Attempt to gain unauthorized access to the Services, through hacking, password mining or any other means;
- 10. Access or alter data, including personal information of other users, when you are not authorized to do so;
- 11. Use data collected from the Services to contact individuals, companies, or other persons or entities, including without limitation for any direct marketing activity;
- 12. Modify, move, add to, delete or otherwise tamper with the information from the Services;
- 13. Make the functionality of the Site available to multiple users through any means;
- 14. Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated interface not authorized by us to access the Site, scrape content, extract data or otherwise interfere with or modify the rendering of Site pages or functionality;
- 15. Decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the software, copyrighted or trademarked material, trade secrets, or other proprietary information from the Services;
- 16. Abuse, harass, or threaten Vets, another user of Site or any of our employees, authorized representatives, customer service personnel, chat board moderators, or any other person;
- 17. Upload, post, e-mail or otherwise use the Services to transmit any material that:
 - 1. Constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - 2. Infringes any patent, trade-mark, trade secret, copyright or other proprietary or privacy rights of any party;
 - 3. Is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, sexually explicit, pornographic, profane, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable, or an unfair product comparison; or
 - 4. Contains any form of destructive software such as a virus, worm, Trojan horse, time bomb, cancelbot, or any other harmful components or any other computer

file, program or code, designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;

- 18. Harvest or otherwise collect or store any information (including personal information) about other users of the Services, including e-mail addresses, without the express consent of such users;
- 19. For the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Site; and
- 20. Encourage or instruct any other person or entity to do any of the foregoing.

You also agree to immediately notify us if you learn of a security breach or other illegal activity in connection with the Services by contacting us as set out below in **Section 17 - Contact Us**.

We will investigate occurrences that may involve any of the above violations and may involve, and co-operate with, law enforcement authorities about users who are involved in any such violations. You acknowledge and agree that PlutoRx can take any technical, legal, and other actions that we deem, in our sole discretion, necessary and appropriate, without notice to you, including without limitation suspending or terminating your Account and/or listing, in order to prevent or remediate any violations and to enforce these Terms.

In particular, please note that PlutoRx has a zero tolerance policy for any abuse, harassment or threats to Vets, other users or any of our employees, authorized representatives, customer service personnel, chat board moderators, or any other person. Any such conduct will result in the immediate suspension or termination of your Account and/or listing, without refund of any fees paid by you.

6. Limitations on Communications and Use of Other Users' Information; No Spam

Users and Vets can send messages to each other through the Site. We encourage open communication between users but we do not allow users to use these options to send spam, offers to book off the Site, threats, profanity or hate. We also may not allow users to exchange email addresses, phone numbers or other contact information, web addresses, or links within the Site's messaging systems. PlutoRx may monitor messages sent through the Site and between users for fraud, abuse, spam, and other violations of our policies.

7. Responsibility for Veterinary Information, Reviews and Other User-Contributed Content; Participation in Interactive Forums

We have no duty to pre-screen content posted on the Site by Vets, Clients or other users, whether directly contributed by the user or contributed by us or a third party on behalf of the user, including, without limitation, veterinary listings, reviews, participation in an interactive community, chat function, forum or blog (each an "Interactive Forum") or any other content provided by a user to the Site (collectively, "user-contributed content"). We are not responsible for user-contributed content. "User-contributed content" also includes information that a user or any other person provided to a third party website or mobile application that is then provided to our Site by a tool we offer or any other exchange of user-contributed content we have authorized. We reserve the right, in our sole discretion, to decline to permit the posting on the Site of, or to remove from the Site, any user-contributed content that fails to meet the content requirements as required in the listing set up, which are incorporated by reference into these Terms, any other guidelines posted on the Site or if it otherwise violates these Terms, each as determined in our discretion. We may also remove user-contributed content if it is brought to our attention, such as by notice given to us by a user or any third party that any part of these Terms, or any other requirements governing the posting of such content, have been apparently breached in respect of such content, as determined in our discretion. Finally, we reserve the right, but do not assume the obligation, to edit a Vet's content or user-contributed content in a non-substantive manner solely to cause the content to comply with formatting or information requirements or to provide services to users to create or improve listings (such as translation services), in accordance with information we have about the veterinary practice listed. Users remain responsible for reviewing their user-contributed content to ensure it is accurate and not misleading.

All veterinary information on the Site is the sole responsibility of the Vet (who may be licensed veterinarian) and we specifically disclaim any and all liability arising from the alleged inaccuracies related to the listings, reviews or any alleged breaches of contract on a user's part. Vets are solely responsible for keeping their information up-to-date on the Site, including, but not limited to, any and all representations about their practice and the services they provide, location of their office(s), prices for their services and/or products. We do not represent or warrant that any of the information published on the Site is accurate or up-to-date.

We also may from time to time create new descriptions or otherwise change the location or geographic descriptions we use to identify medication requests and search results. Consequently, we may change the location or geographic description associated with any medication request at any time without notice. However, we assume no responsibility to verify content or the accuracy of the location. Vets are solely responsible for ensuring the accuracy of

location or geographic descriptions and other content related to medication requests and agree to promptly correct (or contact us to correct) any inaccuracy. Clients are solely responsible for verifying the accuracy of such information.

All other user-contributed content is the sole responsibility of the user who contributed such content, whether such user contributed the content directly or through a third-party website. We specifically disclaim all liability for user-contributed content. The user represents and warrants that the user owns or otherwise controls and has all necessary legal rights to the user's submission and the name or other identifier used in connection with such submission including, but not limited to, all the rights necessary to provide, post, upload, input or submit the user-contributed content. We reserve the right to request a proof of ownership or permission, and to refuse to post user-contributed content without such proof or if such proof is, in our sole discretion, insufficient.

By submitting or authorizing user-contributed content, you grant to us and our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit the copy, the photographs and the likenesses (if any) of any of your user-contributed content, in connection with our business or the business of our affiliates. Notwithstanding the foregoing, following the termination or expiration of a listing, we will not continue to display the user-contributed content that was displayed in such listing.

You further grant us and our affiliates the ability to register copyright in and protect the user-contributed content, including the images, copy, and content available via any medication requests, from the unauthorized use of the user-contributed content by unaffiliated third parties who may, from time to time, attempt to pirate such information via electronic or other means. This includes, but is not limited to, the right to file suit to seek injunctive relief to protect such material on behalf of and in your name. You further agree to appear and assist us—at our expense and control—with protecting such copyrighted material from unauthorized redistribution.

You agree that we may sublicense all the rights granted to us under these Terms to one or more third parties we may contract with to display all or part of a Vet's information or otherwise provide promotional or other services related to our business. In the event that you retain any rights of attribution, integrity or any other moral rights in any user-contributed content, you hereby waive your right to assert these or to require that any personal information be used in connection with the user-contributed content or any derivative works thereof and affirm that you have no objection to the publication, use, modification, deletion or exploitation of the user-contributed content by us or our affiliates.

8. Additional Terms for Mobile Applications

(a) Parties & Third-Party Beneficiaries. These Terms are between you and PlutoRx only. Unless otherwise provided, these Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you. Where a mobile application version of the Site (an "App") is provided, PlutoRx is solely responsible for such App, including all services provided via the App.

If you download the App via the App Store or Google Play, Apple Inc. or Google, Inc., respectively, shall be a third-party beneficiary to these Terms and have the right to enforce these Terms against you as a third-party beneficiary. However, these third-party beneficiaries are not a party to these Terms.

You acknowledge and agree that your access to the App using a third party application store shall also be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service. You will comply with all applicable restrictions, requirements and rules that govern applications downloaded through the application store through which you obtained the App, including without limitation the Apple App Store or Google Play.

You acknowledge that the third-party beneficiaries have no obligation whatsoever to furnish any maintenance and support services with respect to the App. You further acknowledge and agree that to the extent you have any claim arising from or related to your use of the App, in no event will the third party beneficiaries be responsible for any claims relating to the App, including but not limited to (i) intellectual property claims; (ii) product liability claims; or (iii) any claims arising under consumer protection or similar legislation.

- (b) Mobile Network. When you access the App through a mobile network, your network or roaming provider's messaging, data and other rates and fees will apply and you will be responsible for all such charges. Downloading, installing or using the App may be prohibited or restricted by your network provider and the App may not work with your network provider or device.
- (c) Software Updates. We reserve the right to provide updates, new versions, and revisions, and make changes, corrections, and/or improvements (collectively "Updates") to the App. By downloading, installing, starting or using the App, you agree to receive automatic software Updates, including any files that are automatically delivered to you by us (via online transmission, through a third party distributor, or otherwise) to patch, update, or otherwise modify the App.

9. Limitation of Liability

You acknowledge and agree that PlutoRx and our affiliates, and each of our directors, officers, employees, counsel, agents, mandataries, representatives, sponsors, licensors, successors and assigns (collectively, the "PlutoRx Group") will have no liability whatsoever, whether in contract, tort (including negligence), extra-contractually or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to us, related to, in connection with or arising from your use of, or inability to use, the Site or our Services. Your only right, recourse or remedy with respect to any problems or dissatisfaction with the Site or Services is to immediately cease use of our Site and Services.

Without limiting the generality of the foregoing, under no circumstances shall the PlutoRx Group be liable to you for:

- 1. Any indirect, special, incidental, exemplary, punitive or consequential damages; or
- 2. Any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation (whether direct or indirect);
- 3. Any injury or death of any Pet or person;
- 4. Any delay or failure in performance of the Services resulting from causes beyond PlutoRx's reasonable control;
- 5. Any loss, damage to or corruption of data (whether direct or indirect);
- 6. Any claim, damage or loss (whether direct or indirect) arising from or relating to your use of, or inability to use, the Services; or
- 7. Any claim, damage or loss (whether direct or indirect) arising from or relating to: any virtual veterinary care, pharmaceutical services and/or informational services provided by Vets and/or other authorized providers related to, in connection with or arising from your use of the Services; any transaction or other relationship between you and any Vet and/or other authorized providers; any product or service provided by a third party under their own terms of service; any third party technology; or any third party platform.

To the fullest extent permitted by applicable law, in all events, our liability, and the liability of any member of the PlutoRx Group, to you or any third party in any circumstance arising out of or in connection with the Site or our Services is limited to the greater of (a) the amount of fees you pay to us in the twelve months prior to the action giving rise to liability, or (b) CAD\$100.00 in the aggregate for all claims.

Some jurisdictions do not allow the limitations of damages and/or exclusions of liability for any personal injury or death, incidental, consequential or similar damages, including Quebec. Accordingly, some of the above limitations may not apply to you.

10. Indemnity & Release

To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless the PlutoRx Group and any third party provider of a service or tool offered on any Site (each a "Third Party Provider") from and against any loss, liability, claim, action, demand, damage or expense, including without limitation reasonable legal fees, alleging or resulting from (a) your use of the Site or Services, (b) your user-contributed content, or (c) your breach or violation of these Terms.

In particular, you agree to release and hold harmless the PlutoRx Group and the Third Party Providers for any injury, including but not limited to bodily harm or death, to you, your Pet or any third party that may result from your use of or reliance on the Site or Services or any virtual veterinary care services received via the Services.

We will provide notice to you promptly of any such claim, suit, or proceeding and may choose in our sole discretion to assist you, at your expense, in defending any such claim, suit or proceeding. You shall not in any event settle any matter without our written consent.

11. No Warranties & Disclaimers

We provide our Site and Services using a commercially reasonable level of skill and care. Other than as expressly set out in these Terms or additional terms provided at the time you sign up for our Services, PlutoRx does not provide any warranties about the Site or Services.

As with any other website or app you use, when you access our Site, you assume all risk associated with any viruses, worms, Trojan horses and other destructive items. You should take any necessary precautions before you access our Site in respect of any such potential risks.

The Site, other services and all content made available on, through or in connection with the Services, are made available on an "as is" and "as available" basis, without any representation or warranty of any kind, express or implied, or any guaranty or assurance the Services will be available for use. All implied representation, warranties and conditions relating to the Services and all content on the Site are hereby disclaimed to the fullest extent permitted by applicable law. Without limiting the foregoing, we are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Services. You understand, acknowledge and agree that you are assuming the entire risk as to the accuracy, timeliness, completeness, correctness, authenticity, security and validity of any and all features and functions of the Services, including, without limitation, content associated with your use of

the Services. Some jurisdictions do not allow the exclusion of implied warranties for consumers, so the above exclusion may not apply to you.

You acknowledge and agree that you will not hold or seek to hold the PlutoRx Group or any Third Party Provider responsible for any user-contributed content, including, without limitation, any translation thereof, and you further acknowledge and agree that no member of the PlutoRx Group is a party to any transaction between users of the Site. The PlutoRx Group has no control over and does not guarantee (other than pursuant to any guarantee that may be offered on the Site) the safety of any transaction or the truth or accuracy of any listing or other content provided on the Site.

The content on the Site may contain typographical errors or other errors or inaccuracies, and may not be complete or current. PlutoRx reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice to you. PlutoRx will not, however, guarantee that any such errors, inaccuracies, or omissions will be corrected. PlutoRx reserves the right to refuse to provide Services that are based on inaccurate or erroneous information on the Site, including, without limitation, incorrect or out-of-date information, or for any other lawful reason.

12. Disputes; Arbitration

PlutoRx is committed to customer satisfaction, so if you have a problem or dispute, we will try to resolve your concerns. You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Site, our Services, these Terms, any dealings with our customer experience agents, any services or products provided, any representations made by us, or our Privacy Policy ("Claims") by contacting us as set out below under the "Contact Us" heading.

If there is a dispute between users of the Site, or between users and any third parties, you understand and agree that PlutoRx is under no obligation to become involved, however, should PlutoRx choose to get involved, our ruling on the dispute is final and binding.

(Not applicable to consumers who are residents of Quebec, Canada) To the fullest extent permitted by applicable law, any and all proceedings to resolve Claims will be conducted only on an individual basis and not in a class, consolidated or representative action. To the fullest extent permitted by applicable law, any dispute, controversy or Claims arising under or relating to these Terms and this provision agreeing to arbitrate, including any question regarding each of their existence, interpretation, enforcement, validity, applicability, breach or termination, or the relationship created by these Terms, shall be submitted to final and binding arbitration, without a right of appeal. The arbitration shall be conducted in Toronto, Ontario in English. The arbitration shall be conducted by a single arbitrator who shall be agreed upon by all parties to the arbitration or, failing such agreement, the arbitrator shall be appointed by the International

Centre for Dispute Resolution, acting only as appointing authority, with the fees of the appointing authority to be initially paid by PlutoRx but may be reimbursed to PlutoRx by the arbitrator in the award. The parties to the arbitration will equally share the costs of the arbitrator and each party shall bear its own costs involved in preparing and presenting its case during the course of the arbitration, subject to the arbitrator in the award allocating all or part of such costs to the prevailing party. If you demonstrate that you cannot afford payment of the arbitrator's fees, the arbitrator may require the fees to be initially paid by PlutoRx but may be reimbursed to PlutoRx by the arbitrator in the award. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties.

If, for any reason, a dispute, controversy or Claim proceeds in court rather than by way of arbitration, we each waive any right to a jury trial where applicable.

13. Modifying & Terminating the Site or Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop all or part of the Services altogether.

You may terminate your Account at any time and for any reason by providing written notice to PlutoRx. Upon any termination by you, your Account will no longer be accessible. Any request for an Account termination will be handled within thirty (30) days of receipt of such a request by PlutoRx. See "**Contact Us**" heading below.

We may suspend or terminate your right to use our Services at any time, in the event that you breach these Terms, for any reason, or for no reason at all, in our sole discretion, and without prior notice to you. After such termination, PlutoRx will have no further obligation to provide the Services. Upon termination of your right to use our Services or our termination of the Services to you, all licenses and other rights granted to you by these Terms will immediately terminate.

Medication request fees are set at the time of a Client's booking of a medication request and pharmacy dispensing fees are set at the time a prescription is placed with our online Pharmacy Partner "Regal Village Pharmacy". Such fees are subject to change without notice or approval.

This version of the Terms became effective on the date set forth at the beginning of this document and this version amends the version effective before such date. We reserve the right, in our sole discretion, to amend any aspect of these Terms, in whole or in part, at any time. Notification of any amendment will be posted on the Site by the indication of the last amendment date at the top of these Terms. If you do not agree with any amendment to these Terms, your sole recourse is to discontinue using our Services. By continuing to use our

Services after any amendment comes into effect, you signify your agreement to be bound by the revised Terms.

Despite anything to the contrary, all of your covenants, agreements, representations and warranties made in these Terms will survive termination of the Services to you and remain in full force and effect.

14. Social Media & Third Party Platforms

Social Media: If the Site offers a tool or service that allows us to access or use any profile or other information about you that you have provided to Facebook or another third-party social media website (each a "Social Media Site") and you decide to use such tool or service, you acknowledge and agree that:

- The information or content that is a part of your Social Media Site profile, which
 you have designated as "public" (or a similar designation) (with such information
 or content referred to herein as "Social Media Content"), may be accessed and
 used by us in connection with the Site;
- The Social Media Content will be considered user-generated content under these
 Terms and both you and we shall have the same rights and responsibilities as
 you and we have with respect to user-generated content under these Terms;
- In the event that the Social Media Content was for any reason misclassified with a public or similar designation or is otherwise inaccurate or to which you do not agree with for any reason, you agree to work with the Social Media Site to make any changes or resolve any disputes and acknowledge that we will not be able to provide you with recourse; and
- The operation of your profile and account with and on the Social Media Site shall continue to be governed by the terms and conditions and privacy policy of such Social Media Site.

Links to Third Party Platforms: it is our goal to provide increased value to our users. Therefore, the Site might offer you links to other sites on the Internet that are owned and operated by third parties. Such linked platforms are independent from PlutoRx and we have no control over the content of such platforms. Those platforms are not governed by these Terms but by other policies that may differ from these Terms. In visiting any third party platforms, you do so at your own risk and you assume all responsibility in that regard. We make no representations or warranties regarding, and do not endorse, any third party platform or any

content on such platform. We encourage you to review the terms of use of each platform you visit before using it. PlutoRx is not liable for and makes no warranty or representation whatsoever as to the accuracy, timeliness and/or completeness of the information contained on such platforms.

The links which we might place on our Site do not imply that we sponsor, endorse or are affiliated or associated with, or have been legally authorized to use any trademark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such platforms.

Links from Third Party Platforms: PlutoRx prohibits third parties from producing materials which contain links to the Site or framing of content contained within the Site without our prior written consent, which we may withhold in our sole and absolute discretion. We reserve the right to disable any such unauthorized links or framing. PlutoRx has no responsibility or liability for any material that may contain links to the Site.

15. Non-Solicitation Policy & Feedback

In your communications with us or use of the Site and Services please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services (collectively, "Unsolicited Ideas and Materials"). We will be free to use or copy all or a portion of any Unsolicited Ideas and Materials you provide to us, including but not limited to any ideas, inventions, concepts, techniques or know-how disclosed, for any purposes. Such purposes may include disclosure to third parties and/or developing, creating and/or marketing goods or services.

We welcome your feedback regarding many areas of our business. If you want to send us your feedback, we simply request that you send it to us through the Contact Us link found in the footer of the Site. Please provide only specific feedback on our Site and Services. Keep in mind that we assume no obligation to keep any feedback you provide confidential and we reserve the right to use or disclose such information in any manner.

16. General Provisions

1. **Notices:** All notices and other communications to PlutoRx under these Terms must be in writing and must be delivered either by email or by internationally recognized courier service to the contact information set out below under "Contact Us". When you contact

us or register for an Account, you consent to receive communications from us electronically related to your Account and your use of the Site. You agree that any such electronic communication shall constitute legal written communication in compliance with any and all legal notice requirements (to the fullest extent permitted by applicable law). Notice shall be deemed given upon receipt or 24 hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any physical address provided to us during the registration process or as later updated in your Account (if applicable). Notice shall be deemed given three (3) days after the date of mailing to a physical address and one day after sending to an electronic address.

- 2. **Relationship:** You acknowledge and agree that no agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship is intended or created by these Terms or by your use of the Services.
- 3. **Waiver:** If you do not comply with these Terms, and we do not take action right away, this does not mean that we are waiving or giving up any rights that we may have (including, but not limited to, taking action in the future).
- 4. **Severability:** If any provision of the Terms shall be declared unlawful, void or for any reason, unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.
- 5. **Assignment:** These Terms and any rights, licenses and privileges granted by these Terms, may not be transferred or assigned by you, but may be assigned or transferred by PlutoRx without restriction and without notice to you.
- 6. **Entire Agreement:** The Terms, the <u>Privacy Policy</u> and any other Terms and Conditions that you agree to are the entire and exclusive agreement between PlutoRx and you regarding the Services and supersede and replace any prior agreements, whether oral or in writing, between PlutoRx and you regarding the Services.
- 7. Interpretation: These Terms shall endure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The division of these Terms into paragraphs or other subdivisions and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of these Terms.
- 8. Governing Law: The Site is operated from PlutoRx's offices located within the Province of Ontario, Canada, but can be accessed from jurisdictions whose laws may differ from those of the Province of Ontario. (Not applicable to consumers who are residents of Quebec, Canada) Unless the applicable laws of your jurisdiction require that the laws of your jurisdiction govern, these Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and of the laws of Canada applicable therein, and any dispute is to be submitted to a court of competent jurisdiction in the judicial district of Toronto, Province of Ontario, Canada. PlutoRx makes no warranty or representation that any or all content and/or Services provided on or through the Site or any other materials or services referenced therein, are lawful in other jurisdictions or available for use in all jurisdictions. You agree that if you access the Site outside of Ontario, you are responsible for compliance with local laws.

17. Contact Us

If you have any questions or comments about these Terms, the Site or the Services, please **Contact Us** at support@plutorx.ca.

PART B – Additional Terms For Clients

In addition to being bound by the terms and conditions set forth above in Part A, Clients must also adhere to the following additional terms and conditions.

1. Client Medication Request and Pharmacy Dispensing Fees

When a Client submits a request for medication on PlutoRx, they are submitting their request directly with a Vet (i.e., the applicable veterinary professional). Similarly, when a Client fills a prescription using our online pharmacy service, they are purchasing the prescription directly from our third-party pharmacy provider, "Regal Village Pharmacy."

PlutoRx acts as a facilitator of such transactions, and does not offer medical advice or pharmaceutical services. Clients are charged a medication request fee for the services provided to the client by the Vet and a pharmacy dispensing fee, as set by our third-party pharmacy provider.

Clients are also charged a service fee from PlutoRx (the "Service Fee") upon submitting a medication request with a Vet via the Services, which covers technical and customer support, payment processing, platform utilization and maintenance, and other costs incurred by PlutoRx for facilitation of the appointment between the client and the Vet. This fee is unrelated to and separate from the medication request fee for the provision of medical advice provided by the Vet and/or the pharmacy dispensing fee for the provision of pharmaceutical services by our third-party provider.

All payments are made through our third-party payment processor Stripe Inc. and all payment information will be processed in accordance with Stripe Inc. End User <u>Terms of Service</u> and Stripe Inc. <u>Privacy Policy</u> (collectively, the "Stripe Inc. Agreements"). Users should familiarize themselves with those policies. By agreeing to these Terms or continuing to operate as an Account holder on the Site, you agree to be bound by the Stripe Inc. Agreements, as the same may be modified by Stripe Inc. from time to time. As a condition of PlutoRx enabling payment processing services through Stripe Inc., you agree to provide PlutoRx accurate and complete

information about you, and you authorize PlutoRx to share it and transaction information related to your use of the payment processing services provided by Stripe Inc.

Clients are responsible for paying all fees and applicable taxes associated with PlutoRx's Services in a timely manner with a valid payment method. If your payment method fails or your payment is past due, we may collect fees owed using other collection mechanisms, including, but not limited to, charging other payment methods on file, retaining collection agencies and legal counsel.

The currency exchange rate, if applicable, and any transaction fee are determined solely by the bank or other agency processing the transaction. These fees may be applied by the card issuer as a charge to the cardholder's account. When applied by the card issuer, the fees will be listed separately from the transaction amount on a credit or debit card statement. This means the amount listed on your credit or debit card statement may be a different figure than the figure shown on the billing summary page for a consultation booked on the Site. If you have any questions about these fees or any exchange rate applied to your booking, please contact your bank or card issuer, as applicable.

2. Client Refund Policy

All fees for requests for medications with Vets and PlutoRx's associated Service Fee are **non-refundable**, unless one of the following circumstances applies, as confirmed by PlutoRx in our sole discretion:

- 1. the Vet incorrectly prescribed a medication; or
- 2. The Client received the wrong medication

If a Client believes they are owed a refund and/or a refund is requested but not processed, Clients must use the "**Contact Us**" section below to submit a request for a refund. If PlutoRx determines that the refund request falls within any of the above categories, we will process the refund within five (7) business days. PlutoRx's decision with respect to refunds is final and binding.

3. Client Responsibility for Pet Insurance

PlutoRx does not provide insurance protection for any virtual veterinary care services, pharmaceutical services or other services obtained in connection with the Services. Clients are solely responsible for obtaining pet insurance coverage sufficient to protect their Pet.

PART C – Additional Terms For Vets

In addition to being bound by the terms and conditions set forth above in Part A, Vets who review medication requests on the Site are also bound by the following terms and conditions.

Vet Responsibility for Professional Compliance and Compliance with Laws

Vets are solely responsible for and agree to abide by all laws, rules, ordinances, or regulations applicable to virtual veterinary care and the conduct of their veterinary practice, including but not limited to any and all laws, rules, ordinances, regulations or other requirements relating to data and privacy, or license requirements, as applicable.

Without limiting the generality of the foregoing, Vets using the Services are solely responsible for understanding the limitations and restrictions associated with the practice of teletriage, telehealth, telemedicine and online care based on the jurisdiction in which they hold their license(s). PlutoRx is not responsible for interpreting local legislation and/or providing guidance or direction to Vets as it relates to their usage of the Services. Vets must be fully aware of what their licensure permits. PlutoRx is not responsible for any error made by Vets upon executing the permissions set by their licensing body.

You agree that, with respect to other users' personal information that you obtain directly or indirectly from or through the Site or through any Site-related communication, transaction or software, we have granted to you a license to use such information only for: (i) Site-related communications that are not unsolicited commercial messages, (ii) using services offered through the Site, and (iii) inquiring about or otherwise facilitating a financial transaction between you and the other user related to the purpose of the Site (such as inquiring about or reviewing medication requests or related services). Any other purpose will require express permission from the user. You may not use any such information for any unlawful purpose or with any unlawful intent.

In all cases, you must give users an opportunity to remove their information from your address book or database or other records and a chance to review what information you have collected

about them. In addition, under no circumstances, except as defined in this provision, may you disclose personal information about another user to any third party without the consent of the other user. You agree that other users may use your personal information to communicate with you in accordance with this provision. Further, you agree that you will protect other users' personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss or unauthorized transfer of such information.

We do not tolerate spam or unsolicited commercial electronic communications of any kind. Therefore, without limiting the foregoing, you are not licensed to add a Site user, even a user who has utilized your veterinary services or vice versa, to your mailing list (email or physical mail) without the user's express consent or as otherwise permitted by applicable law. You may not use any tool or service on the Site to send spam or unsolicited commercial electronic communications of any kind or in any other way that would violate these Terms.

2. Vet Eligibility & Listing Practice Requirements

Acceptance of any Vet on the PlutoRx platform is always at the sole discretion of PlutoRx.

Eligibility: In order to be eligible to list your services on the Site, each Vet represents and warrants that:

- 1. You hold a license in good standing to practice veterinary medicine issued by the veterinary regulatory authority of the province/territory in which you practice.
- 2. You have not been subject to any outstanding investigations or complaints of professional negligence or misconduct.
- You are solely responsible for ensuring that the teletriage, telehealth, telemedicine and online care scope of practice is within the legal statutes set forth by the provincial/territorial veterinary regulatory authority where you are licensed.
- 4. You shall uphold and adhere to all applicable medical, professional and ethical duties and standards in providing teletriage, telehealth, telemedicine and online care services via the Site.
- 5. You shall use your professional judgment to determine whether teletriage, telehealth, telemedicine or online care is appropriate to each specific circumstance, including without limitation, whether a physical examination is required in order to make an appropriate diagnosis and/or prescribe drugs.
- 6. You are solely responsible for adhering to all veterinarian teletriage, telehealth, telemedicine and online care requirements issued by your respective veterinary regulatory authority and/or veterinary medical association, including without limitation:
 - 1. whether you must be licensed in the jurisdiction in which the Pet is located

- 2. whether you must have an existing veterinary-client-patient relationship ("VCPR") or whether a VCPR is created via a teletriage, telehealth, telemedicine or online care form or consultation on the Site.
- 7. You shall uphold and maintain the integrity and confidentiality of the VCPR.

In order to review medication requests on the Site, Vets must comply with PlutoRx's requirements including but not limited to:

- Vets must submit their veterinarian licence information and, if applicable, veterinary clinic information (name, address and other contact information) to PlutoRx in order to complete an Account. As noted above, all Vets must be licensed and in good standing to use the Services.
- 2. Vets must respond to and accept a material number of inquiries and requests received in the interest of the Client experience; and
- 3. Vets are prohibited from cancelling a material number of accepted consultation bookings.

3. Vet Responsibility for Professional Liability Insurance

Vets agree that they have or will obtain the appropriate professional liability insurance coverage and will maintain adequate insurance coverage while they list their services through the Site. Vets agree to provide PlutoRx with copies of relevant proof of coverage upon request.

4. Client Transactions

PlutoRx will be the merchant of record for all transactions between Vets and Clients and will remit payment to Vets as set out above in **Part B**, **Section 1 - Client Medication Request and Pharmacy Dispensing Fees**. No Vet may request or permit any Client to remit payment in any form or manner directly to the Vet or its representative or agent for any services performed via the Site. Any violation of this term may result in the immediate removal of the non-conforming listing from the Site without notice to the Vet.

5. Allocation of Medication Requests

We cannot guarantee that Vets will receive a certain number of medication requests. Medication requests will fluctuate based on a variety of factors such as demand, volume, Client

preferences, Vet response time, compliance with posted listing practice requirements, and other factors that we may deem important to the user experience from time to time "Best Match." Request allocation or order in any particular queue may also vary depending on the individual medication requests submitted by the Client. We reserve the right to apply various algorithms or to use methods to optimize results and allocations for particular Client requests. Medication requests and order may appear different on the PlutoRx App than they appear on our website. To optimize the experience for both Vets and Clients and improve the Services and Site, PlutoRx retains the right to run occasional tests that will be limited in duration but may alter how we display queues and medication requests.

6. Content, Layout, and Copy

As set out in **Part A, Section 7**, Vets are solely responsible for keeping their listing up-to-date on the Site, including, but not limited to, any and all representations about their practice and the services they provide, location of their office(s), prices for their services and/or products. Vets are also solely responsible for ensuring the accuracy of any location or geographic descriptions and other content associated with the medication requests, and agree to promptly correct (or contact us to correct) any inaccuracy.

All content and copy edits submitted by Vets for posting on the Site are subject to review and approval by PlutoRx in our sole discretion. We reserve the right to refuse to publish any content that we determine in our sole discretion does not meet these Terms or is otherwise unacceptable to us. However, we assume no duty to review content. PlutoRx shall not have any liability for any loss or damage resulting from the design or positioning of the copy, content and/or photographs or any change made to any content, photograph or copy submitted by any Vet. All content provided by Vets must comply with these Terms. We reserve the right to edit content submitted to the Site in a non-substantive manner solely to ensure that the content complies with our quality and content guidelines or formatting requirements. Vets are responsible for reviewing and ensuring that any content displayed on the Site appears as the Vet intended.

7. Uses of Our Trademarks or Logos

There are limited ways in which a Vet may use our trademarks or logos in connection with a listing without specific prior written authorization. The following are general guidelines. It is usually permissible for Vets to refer to PlutoRx in a descriptive manner in your listing on the Site or in other permissible communications. However, Vets may not refer to PlutoRx or any other member of the PlutoRx Group in any way that might lead someone to believe that your practice, listing or site is sponsored by, affiliated with, or endorsed by PlutoRx or any other member of the

PlutoRx Group. You may not use the PlutoRx name or the name of any other member of the PlutoRx Group on any other virtual veterinary care website without our prior written authorization.

The PlutoRx name and logo and those of the PlutoRx Group and our affiliates are trademarks or registered trademarks in Canada and other jurisdictions around the world. We generally do not permit the use of our names and logos, other than as described above or with our prior written authorization. If you would like permission to use our name and/or logo in any other manner, including, without limitation, on any website, business card, signage, etc., or if you have other questions, contact us at **support@Plutorx.ca**.

8. Marketing & Promotion

In order to support the marketing and promotion of the Services, including Vets' reviews on the Services, you acknowledge and agree that the license granted to PlutoRx pursuant to Part A, Section 7 of these Terms provides PlutoRx with the right (but not the obligation) to, and to authorize others (including our service providers and agents) to, promote, publicize and advertise your services in whole or in part (including, but not limited to, any names, photographs, services, practicing area, availability, pricing, biographical information and your likeness and profile included in such listing) in any and all media now known or devised in the future, provided PlutoRx shall not remove any copyright notices and, if applicable, trademark notices included in such materials. PlutoRx shall also have the right (but not the obligation) to promote, publicize and advertise any reviews and star-ratings of posted by Clients, by any means, in any manner and in any and all media now known or devised in the future.

PlutoRx may at any time choose to expand its marketing with affiliate and strategic third-parties. This includes but is not limited to promoting PlutoRx services, Vets' listings, profiles, photos, services, availability, pricing and biographical information. At no time will PlutoRx imply a relationship directly between the individual Vet and the third-party without the Vet's prior consent.

9. Payment Processing

Payment services for payouts are provided by Stripe Inc. and are subject to the Stripe Inc.

Terms of Service and the Stripe Inc. Privacy Policy (collectively, the "Stripe Inc.

Agreements"). By agreeing to these Terms or continuing to operate as an Account holder on the Site, you agree to be bound by the Stripe Inc. Agreements, as the same may be modified by Stripe Inc. from time to time. As a condition of PlutoRx enabling payment services through Stripe Inc., you agree to provide PlutoRx accurate and complete information about you and your

business, and you authorize PlutoRx to share it and transaction information related to your use of the payment services provided by Stripe Inc.

10. Identity Verification

Identity verification is completed by PlutoRx and is subject to the **PlutoRx Privacy Statement** (the "Privacy Agreement"). By agreeing to these Terms or continuing to operate as an Account holder on the Site, you agree to be bound by the **Privacy Agreement**, as the same may be modified by PlutoRx from time to time. As a condition of PlutoRx enabling identity verification services, you agree to provide PlutoRx accurate and complete information about you.

11. Termination of Listings; Other Remedies

If, in our sole discretion, any Vet submits unsuitable material to our Site or into our database, is not abiding by applicable laws and is creating a nuisance in its community, misuses the Site or our online system, or is in material breach of these Terms, we reserve the right to limit the Vet's use of the Site, impact the Vet's review(s) allocation, and/or terminate such Vet's access immediately.

In addition, if we become aware of or receive a complaint or a series of complaints from any user or other third party regarding a Vet's reviews or services that, in our sole discretion, warrants the immediate removal of such Vet's listing from the Site, then we may immediately terminate such Vet's access to the Site without notice to the Vet. We assume no duty to investigate complaints. Finally, if any Vet is abusive or offensive to any employee or representative of the PlutoRx Group, we reserve the right to terminate such Vet's account and access immediately.

In addition to reserving the right to terminate any account, PlutoRx reserves all rights to respond to any violation of the Terms or misuse of the Site, including, but not limited to, by limiting request allocation from the request queue, limiting a Vet's access, and removing or changing information that may be false or misleading as determined in our discretion.