

## TERMS OF SERVICE

### Acceptance of Terms

Medical Coherence LLC and MedcoVet (collectively, hereinafter referred to as "the Company") provide a mobile application or link via the Company's website (collectively, hereinafter referred to as "MedcoVet App" or "App") that facilitates communication between veterinary professionals ("Service Providers") and their clients during use of the MedcoVet Laser ("Clients") and a hand-held device (hereinafter referred to as "Device") for treating animals with light. By using the MedcoVet App with the Device, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("TOS" or "Terms"). These Terms govern your access to and use of the MedcoVet App and constitute a binding legal agreement between you and the Company.

In these Terms, "you" and "your" refer to the Client who uses the MedcoVet App in conjunction with the Device. "We", "us", or "our" refers to the Company.

Please read carefully these Terms and our Privacy Statement, which is incorporated into these Terms. These Terms of Use, including all documents referenced herein, represent the entire understanding and agreement between the Company and you regarding your use of the App and supersede any prior statements or representations. You are not authorized to use this App if you do not agree to be legally bound by any or all of these Terms.

### Definitions

"Content" means text, graphics, images, software (excluding the Application—why is this excluded? Why say this? Just to distinguish from content?), audio, video, information and/or other materials available, appearing or used on the App.

"Service Provider" means a veterinary professional chosen or approved by the client who communicates with Clients through the MedcoVet App.

"Client" means a person who downloads and utilizes the App with the Device.

"Renter" means a person who rents a MedcoVet Laser.

"Buyer" means a person who buys a MedcoVet Laser.

**BY ACCESSING OR USING THE MEDCOVET DEVICE OR MEDCOVET APP AND/OR WEBSITE, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE APPLICATION OR CONTENT.**

### Modifications

The Company reserves the right, at its sole discretion, to modify the MedcoVet App or to modify these Terms, at any time and without prior notice. Modifications to these Terms shall automatically be effective upon posting on the MedcoVet App. You agree to keep your email address on file with the Company up-to-date. By continuing to access or use the MedcoVet App after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the MedcoVet App.

### Eligibility

The MedcoVet App is intended solely for persons who are 18 or older and are residents of the United States. Any access to or use of the MedcoVet App by anyone under 18 is expressly prohibited. By accessing or using the MedcoVet App, you represent and warrant that (i) you agree to be bound by these Terms; (ii) you are 18 or older; (iii) you are otherwise able to form legally binding contracts; and (iv) you are a U.S. resident.

### The MedcoVet App

The MedcoVet App is a conduit where Clients using the MedcoVet Laser can receive information, including instructions and treatment protocol, from veterinarians, veterinary assistants and technicians, and/or other veterinary clinicians (collectively, "Service Providers") on how to treat pets ("Services"). In order to use the App, the Client must first download the

MedcoVet App to a mobile phone. The Company's role is solely to facilitate the availability of the App and to provide a platform to deliver the Services, such as Treatment Protocol facilitation and payment integration. You understand and acknowledge that (i) we are not medical professionals and do not provide medical advice to the Client; (ii) Service Providers are not employees or agents of the Company, but are independent professionals who provide advice to Clients; and (iii) the Service Provider(s) and Client make the ultimate decision on treatment. You acknowledge that the Company is not responsible for any loss or damage caused by your use of the App and/or reliance on information provided by Service Providers during the use of the MedcoVet App.

All information provided through the MedcoVet App represents the Clinician's or Provider's recommended treatment. Always seek the advice of your veterinarian or other qualified veterinary health provider of your choice with any questions you may have regarding a medical condition. If you believe your pet may have a medical emergency, call your veterinarian immediately.

You agree that if, at any time, you have a concern about the MedcoVet Laser's safety or operation, you will discontinue use and contact us immediately at support@medcovet.com. PLEASE NOTE THAT THE MEDCOVET APP AND MEDCOVET WEBSITE ARE INTENDED MERELY TO FACILITATE USER INTERACTION. NEITHER THE COMPANY NOR THE SERVICE PROVIDER ARE RESPONSIBLE FOR AND BOTH HEREBY DISCLAIM ANY AND ALL LIABILITY RELATED TO ANY AND ALL INFORMATION PROVIDED BY OR THROUGH THE APP. ACCORDINGLY, ALL CLIENTS USE THE APP AT THEIR OWN RISK.

Payment Terms \*\*[[this section to be reworked after additional information/clarification is provided]]\*\*

In connection with your payment, you will be asked to provide customary billing information such as name, billing address and credit card information either to the Company or its third party payment processor. You agree to pay the Company for any purchase or rental of a MedcoVet Laser by one of the payment methods described on the MedcoVet App. You hereby authorize the collection of such amounts by charging the credit card provided by one of the payment methods described on the App, either directly by the Company or indirectly, via a third party online payment processor. If you are directed to the Company's third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy statement before using the MedcoVet App.

#### Client Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, and regulations that may apply to your use of the MedcoVet App.

In connection with your use of the App, you may not and you agree that you will not:

- use the MedcoVet App for any commercial or other purposes that are not expressly permitted by these Terms;

- copy, store or otherwise access any information contained on the MedcoVet App for purposes not expressly permitted by these Terms;

- use, display, mirror or frame the MedcoVet App, or any individual element within the App, Company names or trademarks, logos or other proprietary information, the Content, or the layout and design of any page or form contained on a page, without the Company's express written consent;

- attempt to decipher, decompile, disassemble or reverse engineer any of the software or hardware used to provide the MedcoVet App; or

- advocate, encourage, or assist any third party in doing any of the foregoing.

The App and the Device are intended to be used and should only be used in connection with the treatment of an animal. You acknowledge, understand and agree that the App and the Device

are not intended for use and will not be used for the treatment of or for any other purpose related to humans.

The Company may investigate and prosecute violations of any of the above to the fullest extent of the law. The Company may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. The Company has no obligation to monitor your access to or use of the MedcoVet App, but has the right to do so in its sole discretion.

The Company reserves the right, at any time and without prior notice, to remove or disable access to the MedcoVet App that the Company, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the MedcoVet App.

#### Ownership of the App and Services

The App and the Services provided by the Company through the App and all intellectual property rights to the same (collectively, "Materials") are owned or licensed by the Company.

The Company hereby grants you permission to use the App as set forth in these Terms but nothing in these Terms shall be construed to confer upon you any license of or under any of the Company's intellectual property rights in the Materials

You acknowledge that you have no ownership rights in the Materials. You further understand and agree that you will not use any trademarks, trade names, services marks, copyrights or logos of the Company (collectively, "Company intellectual property") in any manner which creates the impression that such items belong to or are associated with you, or except as otherwise provided and with the Company's consent.

Except as otherwise indicated on the App or in these Terms, copying, reproducing, uploading, downloading, transmitting or any other use of the App or of any of the Materials, in whole or part, without the express permission of the Company, is prohibited. Any unauthorized access to, use or copying of the App and/or the Materials may subject you to liability under applicable law, and may result in legal action. Any other logos, trade names and any other proprietary designations are the trademarks of their respective parties.

#### Applications License

Subject to your compliance with these Terms, the Company grants you a limited non-exclusive, non-transferable license to download and install a copy of the MedcoVet App on any compatible device that you own or control and run such copy of the App solely for your own personal use. The Company reserves all rights in the App not expressly granted to you by these Terms. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the App except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by the Company or its licensors, except for the licenses and rights expressly granted in these Terms.

#### Ownership of Your Content

In connection with your use of the App and our Services, you may give us permission to upload photographs, feedback, commentary and other content from the App ("your Content"). In providing us with your content, you assert that you have the right of ownership or use of your content that you provide to us.

#### Links

The MedcoVet App may contain links to third-party websites, applications, social media features or resources (collectively, "other sites") which are governed by their respective policies and terms. The Company shall not be responsible or liable for: (i) the availability or accuracy of other sites; or (ii) the content, products, or services on or available from other sites. Links to other sites do not imply any endorsement by the Company of such other sites or the content, products, or services available from such other sites. You are solely responsible for and assume

all risk arising from your use of other sites and the content, products or services on or available from them. We encourage you to review the policies and terms governing other sites.

#### Password Responsibility

Some areas of this App and/or some offerings accessible through this App may require the use of an account and/or password. As part of the process for using these offerings you will be asked to confirm that you have read, consent to, and agree to be bound by the Terms and Conditions of use of this App (including but not limited to its Privacy Policy) [link to Privacy Policy].

If you are asked to use a password, you will be responsible for maintaining the confidentiality of your password. You agree not to (i) use the account, username or password of any other user of the App at any time, (ii) share your account, or (iii) disclose your password to any third party. You agree to notify the Company immediately if you suspect any unauthorized access to or use of your account or password. You are solely responsible for any and all use of your account and password.

#### Termination and Account Deactivation

We may, in our sole discretion, with or without cause, with or without prior notice and at any time terminate these Terms or your access to the MedcoVet App. You may cancel your access to the MedcoVet App at any time by contacting the Company. Please note that if your access to the MedcoVet App is cancelled, we do not have an obligation to delete or return to you any of your Content you have provided to us to post to the App, including, but not limited to, any photographs, videos, notes, testimonials or feedback.

#### Copyright Infringement - Notice and Take-Down Policy

The Company values intellectual property and respects the intellectual property rights of others, and will remove materials on its App that infringe the copyrights of others. If you believe that your copyrighted material has been infringed by material contained on this App, then you should notify the Company, in writing as follows:

Company Contact Name and Address:

Melissa Dick

277 Fairfield Rd. Suite 336

Fairfield, NJ 07004

Telephone number: 973-244-9350

Electronic Mail Address: melissa@medical-coherence.com

In your notice, you must include the following:

a physical or electronic signature of the owner of an exclusive right that is being infringed or of a person authorized to act on behalf of such owner;

identification of the copyrighted work(s) that is (are) allegedly being infringed;

identification of the materials that are causing the infringement and that are to be removed, along with sufficient information to allow the Company to locate such materials;

contact information (i.e., name, address, email address) sufficient to enable the Company to contact you;

a statement to the effect that you have a good faith belief that the complained of use of the material was not authorized by the owner of the copyright, its agent or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly being infringed.

#### Disclaimers

You understand that the information available via the MedcoVet App is NOT intended as a substitute for regular veterinary care for any of your pets or animals, nor for in-person veterinary

diagnostics and care. The Company is not a veterinarian, or a veterinary practice, and does not provide veterinary advice, and the Service Provider is solely responsible for the accuracy of any veterinary advice provided through the MedcoVet App.

You are solely responsible for reliance on any information obtained through the MedcoVet App. If you think your pet is sick, injured, or in need of medical attention, refrain from using the MedcoVet laser and contact your provider or local emergency animal hospital immediately. The MedcoVet App is NOT a substitute for emergency veterinary care and is NOT intended for advice or consultations regarding immediate emergency attention.

YOU UNDERSTAND AND ACKNOWLEDGE THAT BY USING THE MEDCOVET APP AND DEVICE, YOU DO SO AT YOUR OWN RISK, THAT YOU ARE ENTIRELY RESPONSIBLE FOR YOUR RELIANCE ON THE CONTENTS FOUND IN THE APP, AND THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE ARISING FROM YOUR USE OF THE SERVICES OR FROM YOUR RELIANCE ON THE CONTENTS OF THIS APP OR ANY RELATED SITES.

#### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF MEDCOVET APP AND/OR MEDCOVET WEBSITE AND ANY CONTACT YOU HAVE WITH OTHER CLIENTS REMAINS WITH YOU. NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE MEDCOVET APP AND/ OR MEDCOVET WEBSITE, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR FOR \*\*[[THE COST OF SUBSTITUTE PRODUCTS FOR MEDCOVET WEBSITE—what does this mean?]]\*\*, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE MEDCOVET APP AND/OR MEDCOVET WEBSITE FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE MEDCOVET APP AND/OR MEDCOVET WEBSITE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE MEDCOVET APP AND/OR MEDCOVET WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### Indemnification

You agree to release, indemnify, and hold the Company and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the MedcoVet App and/or MedcoVet Website, or your violation of these Terms; (b) your Content and (c) your (i) interaction with any Client, and (ii) reliance on any information exchanged via the MedcoVet App and/or MedcoVet website. The Company shall have the right to control all defense and settlement activities in the event any claim or action arises from or in connection with this indemnification.

#### Notices

Unless otherwise specified herein, any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by the Company by posting via the App, Website and/or, in the Company's sole discretion, via email (in each case to the email address that Users provide). For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

## **Severability**

These Terms are intended to govern the agreement between the Company and you to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of these Terms or the application thereof to any person or circumstances shall, for any reason or to any extent, be invalid or unenforceable, the remainder of these Terms and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

## **Entire Agreement**

These Terms constitute the entire and exclusive understanding and agreement between the Company and you regarding the MedcoVet App and these Terms supersede and replace any and all prior oral or written understandings or agreements between the Company and you regarding the same.

The failure of the Company to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

## **U.S. Export Controls**

Software from or related to this App (the "Software") may be subject to United States export controls or the export controls of other countries from where you access the App. No Software may be downloaded from the App or otherwise exported or re-exported in violation of U.S. or other countries' export laws, as applicable. Downloading or using the Software is at your sole risk.

## **Disputes and Governing Law**

Use of this App and these Terms of Use shall be governed by the laws of the State of New York of the United States of America, without regard to its conflict of law provisions. In the event that any portion of these Terms of Use are deemed unenforceable, unlawful or void by a tribunal of competent jurisdiction, in any jurisdiction for any reason, unless narrowed by construction, such portion of these Terms of Use shall, for purposes of such jurisdiction only, be construed as if such invalid, prohibited or unenforceable portion had been more narrowly constructed so as not to be invalid, prohibited or unenforceable (or if such provision cannot be drawn narrowly enough, the tribunal making any such determination shall have the power to modify such portion of these Terms of Use to the extent necessary to make such portion of these Terms of Use enforceable in such jurisdiction, and such portion shall then be applicable in such modified form in such jurisdiction). If, notwithstanding the foregoing, any such portion of these Terms of Use would be held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, such portion, as to such jurisdiction only, shall be ineffective to the extent of such invalidity, prohibition or unenforceability, without invalidating the remaining provisions set forth in these Terms of Use. No narrowed construction, modification or invalidation of any portion of the Terms of Use shall affect the construction, validity or enforceability of such portion in any other jurisdiction. No waiver by the Company of any term or condition of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or of any other term or condition, and the Company's failure to assert any right or demand compliance with any provision of these Terms of Use shall not be deemed to constitute a waiver of any such right or provision.

Except where prohibited by law, as a condition of you clicking acceptance of these Terms of Use and/or accessing and/or using this App, you agree that (1) any and all disputes and causes of action arising out of or connected with this App shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration in New York within one year from the date that the cause of action arose (or, if multiple cause of actions are involved,

from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association; and (2) judgment upon such arbitration award may be entered in any court having jurisdiction. To the fullest extent permitted by law, no arbitration brought pursuant hereto shall be joined to any other action or arbitration. The rules governing arbitration are different than those in court. Arbitration does not involve a judge or jury and review is limited, but an arbitrator can award the same damages as a court. Except as may otherwise be provided in AAA's Consumer Due Process Protocol that allows consumers to file certain claims in small claims court, you understand that by accepting these Terms and Conditions, you are giving up your right to a trial in court, either with or without a jury. To the fullest extent permitted at law and subject to the Savings Clause, under no circumstances will you be permitted to obtain an award for, and by accessing and/or using the site you waive all rights to claim, punitive, incidental, consequential or any other damages (including multiplied and/or increased damages and/or attorneys' fees and court costs) for, any dispute or cause of action that you may have that relates in whole or part to this App and/or the Materials. Notwithstanding anything to the contrary set forth in these Terms of Use or otherwise, your recovery with respect to any and all claims, judgments, and awards for which you are entitled shall, to the fullest extent permitted at law, be limited to your actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

Notwithstanding anything to the contrary set forth in these Terms of Use, the Company may at any time seek injunctive or other appropriate relief against you and/or against others, in any state or federal court in the state of New York and/or in any other court chosen by the Company, in the event that the Company believes that there is a violation, or a threatened violation, of any of the Company's intellectual property rights and, in such case, you hereby consent to the exclusive jurisdiction and venue of such court.

#### Contacting the Company

If you have any questions about these Terms, please contact the Company at:

Email: [Alon@medical-coherence.com](mailto:Alon@medical-coherence.com)

Mail: Medical Coherence LLC, 277 Fairfield Road, Fairfield, NJ 07004

## **PRIVACY POLICY**

MEDICAL COHERENCE LLC AND MEDCOVET (collectively, the "Company," "we" or "us" or "our") recognize the importance of safeguarding the personal information provided to us by the users of our website <http://medcovet.com> and mobile application (collectively, the "Application"). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our Application. Please read this Privacy Policy carefully. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT ACCESS THE APPLICATION.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of this Privacy Policy. You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Application after the date such revised Privacy Policy is posted.

This Privacy Policy does not govern personal information collected from any other source or in any other manner, including but not limited to the third-party online/mobile store from which you install the Application or through which you make payments, including any virtual items, which may also collect and use data about you. We are not responsible for any of the data collected by any such third party.

This Privacy Policy is incorporated by reference into the Terms and Service of the Application, and explains how users' information and data is used:

### **COLLECTION OF YOUR INFORMATION**

We may collect information about you in a variety of ways. The information we may collect via the Application depends on the content and materials you use, and includes:

#### **Personal Data**

We may collect demographic and other personally identifiable information (such as your name and email address) that you voluntarily give to us when choosing to participate in various activities related to the Application.

#### **Derivative Data**

We collect information that our servers automatically collect when you access the Application, such as your native actions that are integral to the Application, including treatment, updating patient status, uploading pictures and videos, as well as other interactions with the Application and other users via server log files (collectively, "information"). However, this information will only be shared with your chosen veterinarian(s), unless we obtain your consent to share such information with third parties, including but not limited to other pet owners, other veterinarians and veterinary and other professionals, including but not limited to therapy clinicians (collectively, "service providers"), and other users of the Application.

#### **Financial Data**

We will collect financial information, such as data related to your payment method (e.g. valid credit card number, card brand, expiration date) that we may collect when you purchase, order, return, exchange, or request information about our services from the Application. However, all payment transactions entered into on the Application are processed by a third party payment processor, Braintree at [www.braintreepayments.com](http://www.braintreepayments.com). We store only very limited, if any, financial information that we collect. Otherwise, all financial information is stored by Braintree, and you are encouraged to review their privacy policy and contact them directly for responses to your questions. \*\*[[Payment information that you provide may also be disclosed to your chosen veterinarian]]\*\*

#### **Mobile Device Access**

We may request access or permission to use certain features from your mobile device, including your mobile device's bluetooth, calendar, camera, microphone, reminders, SMS messages,

storage and other features. If you wish to change our access or permissions, you may do so in your device's settings.

#### Push Notifications

We may request to send you push notifications regarding your account or the Application. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.

#### Third-Party Data

With our consent, if you connect your account to a third party such as Facebook, you may post information, including but not limited to images and messages, from the Application on Facebook and other third party social media applications or websites, provided that you agree to limit the disclosure of such information to \*\*[[who and how do you monitor this?]]\*\* We will not collect your information from third party social media sites or websites to which you connect.

\*\*[[Is now this correctly explained? I really do not understand how it works or how you can monitor anything—maybe you can explain or figure out how to pin that down since you understand the technological aspect of it and I don't]]\*\*

#### Data from Surveys

With your consent, we may ask you to respond to surveys or questionnaires on the Application or by electronic mail. Any personal information you provide in response to such surveys or questions may be used by us as aggregated data. Otherwise, we will not share any survey or questionnaire responses without your consent.

#### USE OF YOUR INFORMATION

Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected about you via the Application to:

Compile anonymous statistical data and analysis for use internally or with third parties.

Enrich our database to improve suggestions on treatment and protocols.

Create and manage your account.

With your consent, deliver, coupons, newsletters, and other information regarding promotions and the Application to you.

With your consent, email you regarding your account or order.

Fulfill and manage purchases, orders, payments, and other transactions related to the Application.

Generate a personal profile about you to make future visits to the Application more personalized.

Help us improve and enhance the Application experience for all of its visitors, and customize the content on our Application, for compliance with our legal and regulatory obligations, which we may do without your consent,

Monitor and analyze usage and trends to improve your experience with the Application.

Notify you of updates to the Application.

With your consent, offer new products, services, mobile applications, and/or recommendations to you.

Perform other internal business activities as are required to maintain the Application and its functions.

Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.

Process payments and refunds.

With your consent, request feedback and contact you about your use of the Application.

Resolve disputes and troubleshoot problems.

Respond to product and customer service requests.

With your consent, solicit support for the Application.

#### DISCLOSURE OF YOUR INFORMATION

We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

**By Law or to Protect Rights**

If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

**Third-Party Service Providers**

We may share your information with third parties that perform services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance. Such third parties will be required to honor this Privacy Policy.

**Marketing Communications**

With your consent, we may share your information with third parties for marketing purposes, as permitted by law. You may withdraw your consent at any time by contacting us at

**Affiliates**

With your consent, we may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners or other companies that we control or that are under common control with us. You may withdraw your consent at any time by contacting us at [privacy@medical-coherence.com](mailto:privacy@medical-coherence.com).

**Business Partners**

With your consent, we may share your information with our business partners to offer you certain products, services or promotions. You may withdraw your consent at any time by contacting us at [privacy@medical-coherence.com](mailto:privacy@medical-coherence.com).

**Other Third Parties**

With your consent, we may share your information with investors for the purpose of conducting general business analysis. We may also share your information with such third parties for marketing purposes, but only with your consent. You may withdraw your consent at any time by contacting us at [privacy@medical-coherence.com](mailto:privacy@medical-coherence.com).

**Service Providers**

Your personal information and information about your pet or pets that is transmitted to the veterinarian of your choice through the Application may be shared with other veterinarians and service providers for the purpose of providing services to you and your pet.

**Opting In and Opting Out of Electronic Communications**

At certain points where personal information is collected on the Application, there will be a box to indicate that you wish to receive certain information or communications from us. You must opt in to receive electronic communications, such as emails from us. You may also opt-out of receiving any such communications in the future at any time. In all of our electronic communications you will be given the opportunity to opt out of receiving future communications. In addition to having the ability to opt-out of receiving electronic communications, such as emails from the Company (to unsubscribe, click “unsubscribe” button at the bottom of such emails), users may access, review and, in certain situations, update, revise and/or delete certain personal information by accessing and editing their accounts on the Application or by sending an e-mail to our privacy officer at [privacy@medical-coherence.com](mailto:privacy@medical-coherence.com) or [privacy@medcovet.com](mailto:privacy@medcovet.com) \*\*(any preference?— up to you)\*\* Additionally, please note that while you may request the updating, revision or deletion of such information, a copy of the unrevised information may be maintained in the Company’s records after any such revision or deletion. You may also opt-out of receiving communications from us by:

Noting your preferences at the time you register your account with the Application

Logging into your account settings and updating your preferences.

If you no longer wish to receive correspondence, emails, or other communications from third parties, you are responsible for contacting the third party directly.

#### Acquisition of Business

In the event that the Company, or an affiliate of the Company is involved in a merger, acquisition, consolidation, restructuring, reorganization, liquidation, sale or similar transaction relating to any portion of its business and/or assets, or in the unlikely event that the Company goes out of business or enters bankruptcy, each User hereby acknowledges and agrees that the Application, all data collected on the Application (including Personal Information still within our possession, custody or control), and any of our rights and obligations under this Privacy Policy may be included in the assets of, and/or transferred pursuant to, such transaction, and that any acquirer or successor (or a third party through bankruptcy) of the Company may continue to use the Personal Information as set forth in this Privacy Policy. If that occurs, a notice will be posted to such effect on the Application and/or notification will be provided by any other media or contact method as may be required by applicable laws and regulations.

#### Links to Other Applications, Websites and Services

The Application may contain links to various other applications and/or websites (collectively, "sites"). These sites may seek to collect from your user information voluntarily or may otherwise collect certain information (for example, your IP address). Please be aware that these other sites may have different privacy policies that may subject users to different privacy practices. Please review the privacy policies of such other sites for information concerning what information is collected on such sites and how it is used.

Our Application may include social media features, such as the Facebook "like" button and widgets, the "Share this" button or other interactive mini-programs that run on our site. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Application. Your interactions with these features are governed by the privacy policy of the company providing the feature, which we encourage you to review.

We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails or other communications from third parties, you are responsible for contacting the third party directly.

Cookies and Web Beacons \*\*[[Confirm with IT and Google about cookies, anonymizing analytics]]\*\*

We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Application to help customize the Application and improve your experience. When you access the Application, your personal information is not collected through the use of tracking technology. Most browsers are set to accept cookies by default. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the Application. You may not decline web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

#### Website Analytics

The Company uses a web analytics tool called Google Analytics (including Google Analytics for Firebase) that helps website and mobile application owners understand how visitors engage with their websites. We can view a variety of reports about how visitors interact with our Website so we can improve it. Google Analytics collects information anonymously. Google Analytics uses cookies, and IP addresses, and reports website trends without identifying individual visitors. For more information related to Google Analytics, click [here](#): <http://www.google.com/analytics/learn/privacy.html>. You can opt-out of Google Analytics by installing the Google Analytics Opt-out Browser Add-On. For information about, and to install,

the Google Analytics Opt-out Browser Add-on, click here: <https://tools.google.com/dlpage/gaoptout?hl=en>. However, you cannot opt out of Google Analytics for Firebase. If you do not want your mobile engagement information sent to Google Analytics for Firebase, please do not use the mobile application. \*\*[[does this section now make sense?]]\*\*

## SECURITY OF YOUR INFORMATION

We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

In the unlikely event that we determine that there may have been a security breach that results in the unauthorized disclosure of personal information to a third party, we will promptly notify any users whose personal information it reasonably believes may have been compromised by posting information on the Application and, if email contact is possible, then also by sending an email notification with respect to the situation.

## POLICY FOR CHILDREN

We do not knowingly solicit information from or market to children under the age of 13. If you become aware of any data we have collected from children under age 13, please contact us using the contact information provided below.

## CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Privacy Policy.

## OPTIONS REGARDING YOUR INFORMATION

### Account Information

You may at any time review or change the information in your account or terminate your account by:

Logging into your account settings and updating your account

Contacting us using the contact information provided below

Upon your request to terminate your account, we will deactivate your account. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

## CALIFORNIA PRIVACY RIGHTS

Under California law, California residents who have provided personally identifiable information to a company may have the right to request a list of all third parties to whom that company had disclosed such information for the third parties' direct marketing purposes during the preceding calendar year, along with a list of the categories of personal information that had been so disclosed unless the company has a policy of not disclosing such information if the user has exercised an option to opt out of such information sharing. The Company only shares users' e-mail addresses with third parties with your consent, and does not disclose your Personal Information to third parties for the third parties' direct marketing purposes without your consent. The Company also provides you with an opportunity to withdraw your consent at any time. Because the Company requires consent and provides the opportunity to withdraw that consent,

the Company does not have to provide you with such lists. For the avoidance of all doubt, these consent options are available for all users and are not just limited to California users. If you are a California resident who would like information on how to exercise your rights concerning third party disclosures under California law, you may send an email to us at [privacy@medical-coherence.com](mailto:privacy@medical-coherence.com).

#### Governing Law

This Privacy Policy shall be governed by the laws of the State of New York of the United States of America, without regard to its conflict of law provisions. Please click here to review the terms relating to Disputes and Governing Law for this Application \*[[LINK to Governing Law provision in Terms of Service]]

#### CONTACT US

If you have questions or comments about this Privacy Policy, please contact us at:

Medical Coherence LLC

277 Fairfield Road

Fairfield, NJ 07004

Tel: 973-244-9350

[Alon@medical-coherence.com](mailto:Alon@medical-coherence.com)