Terms of use

Effective: June 1, 2023

The use of the VGP Group LLC d/b/a Veterinary Growth Partners and its affiliates ("VGP") web site with a home page at vgpvet.com (the "Website"), EdQuest by VGP with a home page at edquest.vgpvet.com, our member-only suite of tools (e.g. coaching support) and VGP mobile applications (the "Apps," and collectively with the foregoing, are the "Electronic Services") is subject to the terms and conditions stated herein ("Terms of Use"). By your use of the Electronic Services you agree to the Terms of Use. Your breach of these Terms of Use may jeopardize your continued use of the Electronic Services.

YOUR PRIVACY

To understand how we collect, use and safeguard the information you may provide to us via the Electronic Services, including personal information, please review <u>VGP's Privacy Statement</u>.

ACCOUNT CREATION AND SECURITY

In order to access certain content, products or services available through the Electronic Services, you may be required to register for, or be an authorized user of, a registered user account ("Account"). You agree to provide us with accurate, complete and updated Account information. Failure to do so will constitute a breach of these Terms of Use, which may result in immediate termination of your Account.

You agree to keep your Account password confidential and use only your Account login and password when logging in. You are fully responsible for all activities that occur under your Account (including but not limited to any purchases, posting reviews or other use of the Electronic Services), and even if such activities or uses were not committed by you. VGP will not be liable for any loss or damage arising from unauthorized use of your password or your failure to comply with the requirements of this Section.

LICENSE AND RESTRICTIONS

You are hereby granted a personal, non-exclusive, revocable, non-transferrable license to use the Electronic Services and view the content, information, data, products, and materials contained, described, referenced, or available on the Electronic Services (collectively, "Materials") for your personal and non-commercial purposes. In connection with this license, you may download Materials, provided that you do not modify or alter the Materials in any way, nor delete, obscure, or change any copyright, trademark, or other intellectual property notice therein. Neither title nor intellectual property rights are transferred to you, but remain with VGP, who, along with its licensors, is the exclusive owner of all rights, title and interest therein. Except as otherwise expressly provided, all rights are reserved to VGP.

You will not copy, reproduce, modify, use, republish, upload, post, transmit, sell, resell, license, otherwise distribute or commercially exploit in any way, decompile, reverse engineer, disassemble, otherwise attempt to derive source code from, or modify or create derivative works based on, the Electronic Services or any software or Materials obtained from or through the Electronic Services. You may not rent, lease, lend, redistribute, sublicense or transfer the Electronic Services. You acknowledge and agree that the terms contained in this Terms of Use are reasonable and necessary, and that your actual or threatened breach of this Terms of Use would give rise to irreparable harm to VGP for which monetary damages would not constitute an adequate remedy and, in addition to any and all other rights that may be available in respect of such breach or threatened breach, will entitle VGP to immediate injunctive and other equitable relief without any requirement to post bond.

You will not use the Electronic Services for any unlawful or abusive purposes, including but not limited to the violation of any VGP or third-party intellectual property rights and the posting or distribution of any "harmful" or "malicious" code or programming devices (e.g., viruses, corrupted files, key locks, back doors, trap doors, timers or other disabling devices) or any other similar software or programs that may adversely affect the operation of the Electronic Services or any other software or hardware.

You may not include a link to the Website on one or more other websites operated by you

You certify that you are 18 years old or older and are able and competent to give VGP rights as detailed in these Terms of Use, and to comply with these Terms of Use. The Electronic Services are not intended for individuals under the age of 18, and individuals under the age of 18 are not permitted to use the Electronic Services.

VGP reserves the right to refuse service and/or prohibit or terminate access to the Electronic Services, in whole or in part, for any or no reason, at any time in its sole discretion, with or without notice to you.

FINALLY, DO **NOT** USE THE ELECTRONIC SERVICES WHILE OPERATING A MOTORIZED VEHICLE OR WALKING. SUCH USE MAY DISTRACT YOU, MAY CREATE A HAZARD FOR YOU OR OTHERS AND IS ILLEGAL IN MANY AREAS.

THE ELECTRONIC SERVICES DO NOT CONTAIN OR PROVIDE MEDICAL OR VETERINARY ADVICE

No veterinary-patient relationship is created by viewing, using, or interacting with the Electronic Services, any Materials, or any other interactions with or communications through or about the Electronic Services, including, but not limited to, VGP's booking platform (including telephone calls or other correspondence or communications with respect to any bookings), links to third party websites or information, or any assistance VGP provides through the Electronic Services in helping book appointments or communicate with a veterinary practice or practitioner. Thrive shall not owe any duty of care in respect of any of the foregoing.

VGP does not itself provide professional veterinary or medical diagnosis, treatment or advice of any kind on the Electronic Services. The Electronic Services, Materials, and any content or information accessed from third party websites linked to or accessible from the Electronic Services should not be construed as the practice of medicine or veterinary medicine by VGP or professional veterinary or medical advice, diagnosis or treatment of any kind. VGP shall not be responsible for any advice or information obtained through or due to your use of the Electronic Services, any Materials, or any third-party content or information. Further, any Materials are intended for general informational purposes only and are not intended, as applicable, to be instructional, for medical diagnosis or treatment, or to cover all possible diagnoses, treatment options, uses, directions, precautions, drug interactions or adverse effect. You are responsible for verifying the accuracy, reliability and completeness of such Materials and third-party content and information with your veterinary provider, and you should not rely on any such Materials or third-party content or information as a substitute for medical or veterinary diagnosis or treatment. VGP SHALL IN NO WAY BE LIABLE TO YOU OR ANY INDIVIDUAL OR OTHER THIRD PARTY FOR ANY LOSSES OR DAMAGES INCURRED AS A RESULT OF YOUR USE OR RELIANCE ON ANY MATERIALS OR ANY CONTENT, PAGES, OR INFORMATION DISPLAYED ON, LINKED, OR OTHERWISE MADE AVAILABLE THROUGH OR FROM THE ELECTRONIC SERVICES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VGP PROVIDES NO WARRANTY THAT ANY MATERIALS OR THIRD-PARTY CONTENT OR INFORMATION SATISFY GOVERNMENT REGULATIONS REQUIRING DISCLOSURE ON PRESCRIPTION DRUG PRODUCTS, AND HEREBY DISCLAIMS ANY SUCH WARRANTY.

PAYMENTS

If you wish to purchase any product or service made available through the Electronic Services ("Purchase"), you may be asked to supply certain information relevant to your purchase including, without limitation, your credit/debit card number, the expiration date of your credit/debit card, your billing address, or other payment related information, including your shipping address. You represent and warrant that: (i) you have the legal right to use any credit/debit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply is true, correct and complete. You authorize VGP to charge your payment method in accordance with the Purchase. All purchases are subject to tax unless specifically exempt by law and you are responsible for all taxes associated with a Purchase.

By providing a payment method (e.g. a debit or credit card), you are expressly agreeing that VGP is authorized to keep such payment method on file and charge you the fees, charges, or other amounts associated with a Purchase. If you want to use a different payment method than the one you signed up to use during registration or your Purchase, or if there is a change in your credit card validity or expiration date, you may edit your payment method information by logging in to your account and viewing your account details. If your payment method expires and you do not edit your payment method information or cancel your account, you understand that you will not be able to make Purchases on the Electronic Services.

PROPRIETARY MATERIALS

The Materials have been compiled by VGP from internal and external sources for the purpose of providing information about VGP, its partners, and its and their products and services to customers and other permitted users. VGP reserves the right to make changes to the information, data, and Materials provided on the Electronic Services at any time without notice.

VGP, the VGP logo, the Veterinary Growth Partners mark and other trademarks, service marks, trade names, logos, and other identifiers used in or in connection with the Electronic Services are the proprietary service marks or trademarks of VGP, its partners, or third parties, and are protected in the United States and internationally. No use of any of these marks or identifiers may be made without the prior, written authorization of VGP. All other trademarks and service marks not owned by VGP that appear on the Electronic Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by VGP.

All Materials, including but not limited to all works of authorship, design, text, images and data compilations; any improvements or modifications to such Materials; any derivative works based thereon; and the collection, arrangement and assembly of all such Materials, are owned, except as otherwise expressly stated herein, by VGP or its licensors. The entire contents of the Electronic Services are protected by United States and worldwide copyright and intellectual property laws and treaty provisions.

Nothing in these Terms of Use shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, trade secret or other proprietary right of VGP, its partners, or any other person. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Electronic Services in any way without the prior express written permission of VGP or the respective owner thereof.

REPRESENTATIONS AND WARRANTIES

VGP is under no obligation to enforce these Terms of Use on your behalf against another user. While we encourage you to let us know if you believe another user has violated these Terms of Use, we reserve the right to investigate and take appropriate action at our sole discretion.

You represent and warrant that:

You have read and understood our Content Guidelines; and

• You have read and understood our Privacy Policy. If you use the Electronic Services outside of the United States of America, you consent to having your personal data transferred to and processed in the United States of America

You also represent and warrant that you will not, and will not assist, encourage, or enable others to use the Electronic Services to:

- Violate these Terms of Use, including the Content Guidelines;
- Post any fake or defamatory information;
- Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- Violate any applicable law;
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Electronic Services or VGP Content, except as expressly authorized by VGP;
- Remove or modify any copyright, trademark, or other proprietary rights notice that appears
 on any portion of the Electronic Services or on any materials printed or copied from the
 Electronic Services;
- Record, process, or mine information about users;
- Attempt to gain unauthorized access to the Electronic Services, accounts, computer systems
 or networks connected to the Electronic Services through hacking, password mining or any
 other means:
- Use the Electronic Services or any Content to transmit any computer viruses, worms, defects, Trojan horses, malicious code, spyware, malware or other items of a destructive or harmful nature:
- Use any device, software or routine that interferes with the proper working of the Electronic Services, or otherwise attempt to interfere with the proper working of the Electronic Services;
- Use the Electronic Services to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Electronic Services or Content; or
- Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Electronic Services, features that prevent or restrict the use or copying of Content, or features that enforce limitations on the use of the Electronic Services.

CONTENT

You alone are responsible for Your Content, and once posted to the Electronic Services, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, and any risks associated with personal information you disclose. You represent that you own or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by VGP.

You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, service mark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; violates or advocates the violation of any law or regulation; or violates these Terms of Use.

VGP may use Your Content in a number of different ways, including by publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("**Other Media**"). As such, you hereby irrevocably grant us

world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Electronic Services and any Other Media the right to access Your Content in connection with their use of the Electronic Services and any Other Media. Finally, you irrevocably waive, and cause to be waived, against VGP and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "**use**" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

As between you and VGP, you own Your Content. We own the VGP Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate star ratings, and all other elements and components of the Electronic Services excluding Your Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, trade secrets, and other intellectual and proprietary rights throughout the world associated with the VGP Content and the Electronic Services, which are protected by copyright, trade dress, patent, trademark, and trade secret laws and all other applicable intellectual and proprietary rights and laws. As such, you may not sell, license, copy, publish, modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way use or exploit any of the VGP Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Electronic Services and the VGP Content are retained by us.

Except as required by law, we have no obligation to retain or provide you with copies of Your Content, and we do not guarantee any confidentiality with respect to Your Content. We reserve the right to remove, screen, edit, or reinstate Your Content at our sole discretion for any reason or no reason, and without notice to you. For example, we may remove a review if we believe it violates our <u>Content Guidelines</u>.

"Content" means text, images, photos, audio, video, and all other forms of data or communication. "Your Content" means Content that you submit or transmit to, through, or in connection with the Electronic Services, such as photos, videos, posts and comments, course reviews, documents, links, friending and following activity, direct messages, and information that you contribute to your user profile. "VGP Content" means Content that VGP creates and makes available in connection with the Electronic Services. "Third Party Content" means Content that originates from parties other than VGP or its users, which is made available in connection with the Electronic Services.

ADDITIONAL POLICIES AND TERMS

You agree to follow our <u>Infringement Policy</u> in notifying us about copyright and trademark disputes concerning user generate Content. You agree we may forward any notification sent pursuant to our Infringement Policy to the user who submitted the Content at issue.

Your use of the Electronic Services is subject to any and all additional terms, policies, rules, or guidelines that we may post on or link to from the Electronic Services (the "Additional Terms"). All such Additional Terms are hereby incorporated by reference into, and made a part of, these Terms of Use.

DISCLAIMERS

THE ELECTRONIC SERVICES, THE SOFTWARE CONTAINED THEREIN, AND ALL MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR TITLE; (2) ANY WARRANTY REGARDING THE AVAILABILITY, ACCURACY, RELIABILITY, OPERATION, USE, OR PERFORMANCE OF THE

ELECTRONIC SERVICES; (3) ANY WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE ELECTRONIC SERVICES OR THE SERVER(S) AND CONNECTIONS THAT MAKE THEM AVAILABLE WILL BE UNINTERUPTED, SECURE, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; AND (4) ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

IN ADDITION, VGP CANNOT AND DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT THE MATERIALS ACCESSIBLE ON OR VIA THE ELECTRONIC SERVICES ARE ACCURATE, CORRECT, COMPLETE, RELIABLE, OR CURRENT, AND VGP IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN, OR ANY CONSEQUENCES RESULTING FROM YOUR RELIANCE ON SUCH INFORMATION.

VGP WILL USE REASONABLE COMMERCIAL EFFORTS TO KEEP THE ELECTRONIC SERVICES AVAILABLE FOR ACCESS, SUBJECT TO SCHEDULED DOWNTIME FOR MAINTENANCE PURPOSES, UNSCHEDULED MAINTENANCE AND SYSTEMS OUTAGES. THERE ARE NO ASSURANCES THAT THE ELECTRONIC SERVICES WILL BE ACCESSIBLE OR AVAILABLE AT ALL TIMES OR AT ANY PARTICULAR TIME, OR THAT ACCESS WILL BE UNINTERRUPTED.

LIMITATIONS OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER VGP, ITS PARTNERS, NOR ANY OF ITS OR THEIR THIRD PARTY PROVIDERS OR LICENSORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF VGP HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE ELECTRONIC SERVICES, OR ANY MATERIALS, PAGES, OR CONTENT ACCESSIBLE VIA THE ELECTRONIC SERVICES, nor will VGP, ITS PARTNERS, or any of ITS OR THEIR Third Party Providers OR LICENSORS be responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond THEIR reasonable control, including but not limited to acts of God, communications line failure, theft, destruction, or unauthorized access to our records, programs, or Electronic Services.

INDEMNIFICATION

To the extent permitted by applicable law, you agree to indemnify and hold VGP, its partners, and its and their affiliates, members, officers, directors, managers, partners, employees, consultants, temporary resources, agents, suppliers, providers, contractors, subcontractors, successors, transferees, and assignees harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs, including any incurred in enforcement of this indemnification provision) arising from or in connection with (i) your use of the Electronic Services, or any Materials, content, information, or services contained, displayed, available or accessible on or from the Electronic Services; (ii) your violation of these Terms of Use; (iii) any Submission (as defined below) provided by you to VGP; (iv) any Content; or (iv) your violation of any rights of any third party. VGP reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of VGP. VGP will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

THIRD PARTY LINKS

The Electronic Services may provide links or references to third party websites, mobile applications, services, or materials which are not provided, related to, or maintained by VGP. VGP has no responsibility for the content therein, regardless of whether the link is provided by VGP or a

third party, and shall not be responsible or liable for any damages or injury arising from your access to or use of that content. You should review any Terms of Use and Privacy Policies or Statements associated with such third-party websites, applications, services, or materials before use.

The display of any link shall not and does not constitute or imply endorsement by VGP or its partners of the linked website or any content therein. No judgment or warranty is made with respect to the accuracy, timeliness, or suitability of the content of any website to which the Electronic Services may link, including information on such other website regarding VGP or its partners.

SUBMISSIONS, FEEDBACK AND TESTIMONIALS

While VGP appreciates your comments and is happy to answer your questions about our services and our company, we generally do not accept ideas, know-how, inventions or suggestions for products and services ("**Submissions**"). This is for your protection and for ours, and to avoid misunderstanding about the origin of Submissions between you and VGP. Please note that any Submissions, remarks, graphics, or other information provided by you by any means, including through the Electronic Services, email, a "Contact Us" form, or otherwise, is and will be non-confidential and non-proprietary, except to the extent that such contains or constitutes personal information, which is subject to the guidelines established in our <u>Privacy Statement</u>.

You may provide VGP with ideas, comments, suggestions, recommendations, or other feedback on the features or functionality of VGP products, services and/or the Electronic Services ("**Feedback**"). You agree that any Feedback is provided voluntarily. In the event that you offer Feedback to VGP, You hereby grant VGP a perpetual, irrevocable, sublicensable, fully paid, transferable, royalty-free, worldwide right to use, reproduce, distribute, copy, display, perform, modify, create derivative works of, make, have made, sell, offer to sell, make improvements, and otherwise utilize such Feedback for VGP's business purposes, including, without limitation, in the form of testimonials and enhancements to VGP products and/or services. VGP shall have no obligation to compensate you for Feedback.

ENFORCEMENT OF TERMS OF USE

These Terms of Use are governed and interpreted pursuant to the laws of the State of Texas, United States of America, notwithstanding any principles of conflicts of law. VGP makes no representation that Materials provided through the Electronic Services are applicable or appropriate for use in all locations. If you use the Electronic Services from other locations you are responsible for compliance with applicable local laws.

If you take legal action relating to these Terms of Use or your interactions with or relationship to VGP, you agree to file such action only in the state and federal courts located in Travis County, Texas. If any part of these Terms of Use is found to be unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of remaining provisions.

You may not assign or otherwise transfer these Terms of Use or any rights or obligations hereunder, in whole or in part, and any such assignment in violation of this Agreement shall be null and void. The failure of VGP to exercise or enforce any right or provision set forth herein shall not constitute a waiver of such right or provision. These Terms of Use set forth the entire understanding between you and VGP with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and VGP with respect to such subject matter.

AMENDMENTS AND MODIFICATIONS

VGP reserves the right to modify or discontinue the some or all of the Electronic Services, or any Materials contained or accessible thereon, at any time without prior notice. VGP shall in no way be held liable for any consequence which results from VGP's decision to modify or discontinue

providing the Electronic Services or any content or functionality thereof.

In addition, VGP reserves the right, at any time and without notice, to add to, change, update, or modify these Terms of Use simply by posting such addition, change, update, or modification on the Electronic Services. Any such change, update, or modification will be effective immediately upon posting on the Electronic Services. We suggest that you check these Terms of Use periodically for changes.

BETA PRODUCTS

VGP may offer beta test products or features as part of the Electronic Services. These beta test products or features may be offered in limited quantities, in limited locations, and for a limited time. VGP may discontinue or cancel all or part of a beta product or feature at anytime without prior notice to you. ANY BETA PRODUCT OR FEATURE IS IN TESTING PHASE AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, IS BELIEVED TO CONTAIN DEFECTS, AND A PRIMARY PURPOSE OF THIS BETA TEST IS TO OBTAIN FEEDBACK ON THE PRODUCT PERFORMANCE. YOU ARE ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION AND NOT RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE BETA PRODUCT OR FEATURE OR ACCOMPANYING MATERIALS. If you have been invited to test a beta product or feature, you agree that, unless otherwise specifically provided herein or agreed by VGP in writing, any beta product or feature and any documentation provided corresponding with a beta product or feature constitute confidential proprietary information of VGP. You shall permit only authorized users, who possess rightfully obtained access to any beta product or functionality, access to the beta product or functionality or any corresponding documentation. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of VGP.

Contact by Telephone and Text Message

You understand that by releasing your telephone number to Thrive, you are providing Thrive, and any VGP -affiliated entity or third-party covered under these Terms of Use, your consent to be contacted at the telephone number provided, using any technology, for any non-marketing purpose. For the avoidance of doubt, you understand and agree that the telephone equipment and technology utilized by us does not have the capacity to randomly or sequentially generate telephone numbers, or to send calls or text messages without human intervention, but you nevertheless agree to receive autodialed calls or text messages or prerecorded voice calls to any telephone number you provide to us at any time.

You further agree that if you wish to opt out of telephonic communications with VGP, you will first follow the opt-out instructions provided by VGP, if any, before attempting to opt out by other means. You further warrant and represent that you will not provide to VGP any telephone number that is not assigned to you, and that if you obtain a new telephone number, you will promptly notify VGP, including, when applicable, updating your membership information.

MISCELLANEOUS

You guarantee that (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

VGP expressly reserves the right to monitor any and all use of the Electronic Services.

CONTACT INFORMATION

Questions regarding this Terms of Use should be directed to:

Veterinary Growth Partners Attn: Terms of Use 211 Walter Seaholm Drive, Suite 200 Austin, TX 78701 privacy@vgpvet.com