Owl Manor Medical, LLC Site Terms and Conditions

Latest Revision to this Agreement: October 2017

ATTENTION: PLEASE READ THIS AGREEMENT AND ITS TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE AND/OR MOBILE APPLICATION. THIS IS A LEGAL AGREEMENT BETWEEN YOU, THE END USER, AND OWL MANOR MEDICAL, LLC, D.B.A. OWL MANOR VETERINARY, ITS SUBSIDIARIES AND OWL MANOR MEDICAL HOLDINGS, INC. (COLLECTIVELY “OMM”), BY ACCESSING THIS SITE OR APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS THEY MAY BE AMENDED, AS WELL AS TO THE TERMS OF OUR PRIVACY POLICY (also accessible on the Site). IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS (AS THEY MAY BE AMENDED), DO NOT USE THIS SITE OR APPLICATION.

This Site or Mobile Application (collectively "Site"). This Site is produced by OMM at its headquarters in Warsaw, Indiana, USA. The content of this Site is the sole property of OMM, and is protected under applicable copyright and trademark laws. We reserve the right, in our sole discretion, to block any domains from gaining access to this Site.

Your Use of this Site. OMM authorizes you to view and download a copy of the materials at this Site provided you comply with the following terms and conditions:

a. the information may be accessed for your personal and professional education and for non-commercial purposes only;

b. any copies must have all copyright and other proprietary notices contained in the original materials;

c. the materials and information may not be modified, reproduced, publicly displayed, performed, distributed or otherwise used for any public or commercial purpose, without the express written permission of OMM;

d. OMM reserves the right to revoke such authorization at any time and your use shall be immediately discontinued upon notice from OMM;

e. you agree not to disrupt information posted on this Site or on any of our servers;

f. you agree not to attempt to circumvent any security features of our Site, and to abide by all applicable, local, state, federal and international laws, rules and regulations;

g. you grant to OMM the right to use all content you upload or otherwise transmit to this Site, subject to these Terms and Conditions and OMM's Privacy Policy in any manner OMM chooses.

h. no confidential relationship shall be established in the event that any user of this Site should make any oral, written or electronic communication to OMM.

Your use of the materials and information is by limited license only and does not constitute any transfer of ownership. This license is non-transferable and non-exclusive, and may be terminated or revoked at any time in our sole discretion. By accepting this license, if you breach any of the terms or conditions of this Agreement, your authorization to use this Site and any downloaded materials automatically terminates and you must immediately destroy any downloaded or printed materials.

Veterinarian Medical Procedures. The veterinarian medical procedures presented on this Site are used to demonstrate examples of procedurals used with OMM products. These products are meant solely for animal application and in no way, should be used on humans. OMM, as the creator and distributor of its
products, does not practice veterinarian medicine, is not rendering professional advice, and does not recommend these or any other procedures for use on a particular patient. The information contained on this Site is not meant to be a substitute for the advice provided by a veterinarian or other qualified medical professional on the use of these products. You should talk with your veterinarian for more information about your animal’s health condition, and whether OMM's products might be appropriate for you. The veterinarian who performs any procedure is responsible for determining and utilizing the appropriate procedure for each individual animal. OMM is not responsible for selection of the appropriate procedure to be utilized for an individual animal. Inclusion on the site is not intended to imply any endorsement or other comment on the skills of a particular veterinarian. You should not rely on any information on these pages to replace consultations with qualified professionals to meet your individual needs.

**User Correspondence to OMM.** Please do not send any communications or correspondence to us which contain ideas for new products or services. Any material, information or other communication you transmit or post to this Site will be considered non-confidential and non-proprietary. OMM will have no obligations with respect to your communications, and shall be free to disclose, reproduce, publish and use such information for any purpose, including commercial purposes, and through any means, without any obligation or compensation whatsoever to you. You shall have no recourse against OMM for any alleged or actual infringement or misappropriation of any proprietary rights in your communications to us.

**User Communications.** OMM may, but is not obligated to, monitor or review the content of any communications on this Site, including but not limited to any chat rooms, bulletin boards, or other user forums. OMM, however, will have no liability related to the content of any such communication, whether or not arising under the laws of copyright, libel, privacy, obscenity or otherwise. OMM is not the publisher or speaker of any information provided by another person or entity.

**Other Website Links.** This Site may have links to other websites not associated with OMM, which are provided solely as a convenience to you. If you decide to access any of the websites linked on this Site, you do this entirely at your own risk. OMM is not responsible for nor endorses the content of or materials found on such other websites. OMM does not in any way recommend a particular product or service or the results obtained from using such products or services, and does not guarantee the accuracy of any information on any such websites. OMM shall not be liable for any damages or injury resulting from your access to such other websites.

**Disclaimer.** THE MATERIALS PROVIDED AT THIS SITE ARE PROVIDED 'AS IS' WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. Although we endeavor to provide you with the latest information about our company, products and services, OMM does not warrant the accuracy, adequacy or completeness of the content and materials at this Site and expressly disclaims liability for errors and omissions therein.

Information published at this Site may refer to products, programs or services that are not available in your country. Consult OMM for information regarding the products, programs and services that may be available to you. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Your use of this Site is at your own risk, and it is your responsibility to take precautions to ensure that the pages and other materials are free from viruses, worms, trojan horses, time bombs or other items of a destructive nature. There is no guarantee that this Site will be available on a consistent or ongoing basis, and the provisions of this Site may be subject to periods of interruption or poor performance and may be terminated at any time.
OMM may make changes to the materials at this Site, or to the products and prices described in them, at any time without notice; however, the materials at this Site may be out of date and OMM makes no commitment to update the materials at this Site. This Site may contain forward-looking statements about opportunities and developments at OMM that necessarily involve uncertainties. Actual opportunities and developments may differ materially from those projected.

Limitation of Liability. Under no circumstances shall OMM, its suppliers, distributors or other third parties mentioned at this Site be liable for any damages or injury whatsoever, including direct, indirect, special or consequential damages, arising out of the use, inability to use, the results of use of this Site, reliance on information at this Site, any websites linked to this Site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages or injury, OMM shall also not be liable under any circumstances for any damages due to mistakes, omissions, computer virus, interruptions, deletion of files, errors, defects, delays in operation or transmissions, or failure of performance and, if your use of the materials or information from this Site results in the need for servicing, repair or correction of equipment or data, you assume all costs thereof. OMM specifically disclaims any and all liability for injury and/or damages of any kind which result from an individual using techniques discussed on this Site, whether a veterinarian or other person asserts such a claim. Applicable law may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Indemnification. You agree to defend, indemnify and hold OMM harmless from any and all liabilities, costs and expenses, including reasonable attorney fees, related to any violation by you of the terms and conditions of this Agreement.

Applicable Laws. This Site is administered by OMM from its offices in Warsaw, Indiana, USA. OMM makes no representation that materials at this Site are appropriate or available for use outside the United States, and access to them from territories where their contents are illegal is prohibited. You may not use, export, or re-export the materials at this Site or any copy or adaptation in violation of any applicable laws or regulations. If you choose to access this Site from outside the United States, you do so on your own initiative and are responsible for compliance with applicable local laws. These terms will be governed by and construed in accordance with the laws of the State of Indiana in the United States, without giving effect to any principles of conflicts of laws. We may transfer your Personal Information internationally between jurisdictions and outside of the jurisdiction in which you submitted your information, including to jurisdictions which the European Union may not deem to provide "adequate" data protection. Please do not provide us any information that you do not wish to be transferred internationally. If any part of this Agreement, its terms or conditions, is deemed to be unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

OMM Products. This Site contains information about products that may or may not be available in any particular country or region of the world, may be available under different trademarks in different countries and, where applicable, may be approved or cleared by a government regulatory body for sale or use with different indications and restrictions in different countries. You should not construe anything on this Site as a promotion or solicitation for any product or for the use of any product that is not authorized by the laws and regulations of the country where you are located or not approved by any regulatory agencies of the country in which you are located.

Privacy and Security. OMM is committed to safeguarding the privacy of users of this Site. By using this Site, you agree to be bound by our Privacy Policy. While OMM has safeguards in place to prevent
Unauthorized access to your information, there is no absolute guarantee of security. In the unlikely event of unauthorized access, OMM shall not be responsible for any direct, indirect, special, incidental, or consequential damages (including lost profits) suffered by a user. Each user is responsible for maintaining the confidentiality of his or her own password.

**General.** This Site is provided as a service to its visitors. OMM reserves the right to delete, modify, revise or supplement the content of this Site and this Agreement at any time for any reason without notice to anyone. You should visit this page from time to time to review the then-current terms of this Agreement because they are binding on you. Certain provisions and terms of this Agreement may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

**Contact Information.** For further information concerning this Site, please Contact Us by emailing info@owlmanormedical.com.