

REX Terms & Conditions

Introduction

These terms and conditions (“Terms”) apply to cloud-based services (“Services”) provided by REX VETERINARY SOFTWARE, LLC (“REX”), a Washington limited liability company whose principal place of business is located at 8614 193rd Place SW, Edmonds, WA 98026. These Terms create a contract between you and REX (the “Agreement”). By registering for and using a free trial subscription or a paid subscription for Services (“Subscription”), you are agreeing to these Terms as well as REX’s Privacy Policy. Please review them carefully. If you do not agree with any of these Terms or the Privacy Policy, do not use REX’s Services. REX may at its sole discretion modify these Terms or the Privacy Policy at any time and any such modification will be effective immediately upon being posted on REX’s website, located at <http://mypartnerrex.com>. Your continued use of the Services will indicate your acceptance of any such modified Terms and Privacy Policy.

This Agreement governs your use of the Services, by which you can subscribe to a cloud-based application (“App”), and access other in-app services [AD1] (“Content”). To use REX’s Services, you need compatible hardware, software (latest version recommended and sometimes required) and Internet access (third-party fees may apply). Our Services’ performance may be affected by these factors. Without an Internet connection, the App may stop running.

Subscription Terms

Your monthly [AD2] subscription for the Services (“Subscription”) will begin when REX confirms your payment and will continue for a period of thirty (30) days[AD3]. Subscriptions are non-cancelable and non-returnable. When you purchase a monthly Subscription, auto-renew is automatically set up. At the end of the monthly Subscription period, you will automatically be signed up and billed for an additional Subscription term of thirty (30) days. If you do not wish your Subscription to renew, you may cancel your Subscription upon thirty (30) days prior notice [AD4] to REX. If you cancel your Subscription or allow your Subscription to lapse, your information on the App may no longer be accessible[AD5].

Subscription pricing is subject to change. New pricing takes effect upon renewal of your Subscription.

Privacy

Your use of our Services is subject to REX’s Privacy Policy, which is available at <http://mypartnerrex.com/privacy>[AD6]. Please review the Privacy Policy and print a copy for your records. REX’s cloud-based and other services are not intended to target or collect personal information from individuals under the age of eighteen.

Information Provided By You

In order to provide Services to you, REX may collect from you and store in its cloud or other storage system basic information including, without limitation, your name, practice name, address, telephone number(s), email address(es), and information regarding REX or other products, equipment or systems present in your business (collectively, “Basic Information”). You represent and warrant that the Basic Information provided by you will be true and accurate. REX shall have the right to use Basic Information for any purpose related to REX’s business activities, and to share Basic Information with REX’s authorized third party dealers who may use such information for any purpose related to their respective business activities.

A third party payment processor, under contract with REX, may collect and store your credit card or alternative method of payment information for a Subscription to Services. REX will not have access to your credit card or alternative method of payment information for Services,[AD7] and it will not be shared with third parties other than the payment processor.

Additional Information REX May Collect

During a free trial or Subscription, REX may collect information from you including without limitation (a) device-specific information regarding your smartphone, tablet, computer or other device(s) which are used to interact with a REX product or service, (b) information about which REX product(s) or service(s) you interact with, and your navigation among such product(s) or services, (c) the location of your device(s), (d) system configuration and information about the individual components of your system, (e) system performance data, and (f) questions or inquiries with customer service or technical support (collectively, “Services Information”). REX shall have the right to store Services Information in its cloud or other storage system and to (a) share Services Information (in a form in which a user is not identified) with its authorized third party dealers, (b) perform data analyses for the purpose of improving REX’s products or services or developing new products or services, (c) perform data analyses for the purpose of identifying products or services offered by third parties which may be of interest to you, and (d) provide or enable third parties to provide notifications or other communications to you regarding any products or services identified as a result of such data analyses.

Permissions Granted By You To REX

By registering for a free trial or Subscription for Services, you grant permission to REX, for the duration of such free trial or Subscription, to (a) establish and maintain a network connection between REX’s cloud service facility and your system, (b) remotely monitor your system up to and including continuous monitoring, and (c) collect, store, and use information in accordance with these Terms.

Changes To Services; Updates, Fixes and Corrections; Access

Changes may be made at any time to the information, names, text, software, images, pictures, logos, trademarks, products, capabilities, features, functions and any other material displayed on, offered through or contained in the Services. REX has no obligation to provide updates, bug fixes or error correction for the products and services offered through or contained in the Services. If and when REX determines to provide updates, fixes or error corrections, such updates, fixes or corrections may be automatic and without your advance knowledge and consent. Any such updates, fixes or error corrections may delete or change the nature or features of the Services, including functions you may rely upon and you may lose data or information stored in the cloud. Therefore, you hereby (a) consent in advance to REX making any such updates, fixes or corrections, and (b) agree to give REX access to your host system in order for REX to make any such updates, fixes or corrections. Any updates, fixes or corrections shall be deemed and shall constitute part of the Services and these Terms shall apply to such updates, fixes or corrections.

Termination And Suspension Of Services

If you fail, or REX suspects that you have failed, to comply with any of the provisions of this Agreement, REX may, without notice to you: (i) terminate this Agreement and the Subscription, and you will remain liable for all amounts due on your Subscription up to the date of termination; and/or (ii) suspend your Subscription; and/or (iii) preclude your access to the Services and Content.

REX further reserves the right to modify, suspend, or discontinue the Services (or any part or Content thereof) at any time with or without notice to you, and REX will not be liable to you or to any third party should it exercise such rights. To the extent possible, REX will warn you in advance of any modification, suspension or discontinuance of the Services.

Retention of Information Provided By Or Collected From You

Upon termination of a free trial or Subscription for Services, REX may (but shall not be required to) retain any and all information provided by or collected from you or your system and continue to use such information in accordance with these Terms.

Disclaimer Of Warranties

The Services and any software, products or other services offered or contained herein are provided on an "as is" basis and on an "as available" basis. REX makes no representations or warranties of any kind with respect to the Services, software, products or other services, and disclaims all such representations and warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose, non-infringement of third party rights, error-free or uninterrupted

service, accuracy, availability, reliability, security, site availability, site performance, currency and completeness arising from or relating to the Services, any content or any links, any software, tools, tips, product or services provided by REX. In addition, REX does not represent or warrant that the information accessible via the Services is accurate, complete or current. Furthermore, REX shall not be responsible for loss of data, or for ensuring that any medicine logs meet state or federal guidelines. Price and availability information is subject to change without notice.

Limitation Of Liability

In no event shall REX or any of its respective directors, officers, employees, agents or other representatives be liable for any direct, indirect, special, incidental, consequential, punitive or aggravated damages (including without limitation damages for loss of data, income or profit, loss of or damage to property and third party claims) or any other damages of any kind, arising out of or in connection with the Services; any materials, information, qualification and recommendations; any software, tools, tips, products, or services offered through, contained in or advertised in connection with the Services; any link provided in connection with the Services; and your account, whether or not REX has been advised of the possibility of such damages. This exclusion of liability shall apply to the fullest extent permitted by law. This provision shall survive the termination of your free trial or Subscription to the Services. You acknowledge that you will be fully liable for all damages resulting directly or indirectly from your use of the Services.

Indemnification

You agree to indemnify and hold harmless REX and its respective directors, officers, employees, agents or other representatives from and against all claims, liability and expenses, including all legal fees and costs arising from or relating to (a) your breach of these Terms; and (b) your unauthorized use or misuse of Services. This provision shall survive the termination of your right to use the Services.

Dispute Resolution[AD8]

All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or 4 relating to: (a) these Terms; (b) Services; (c) any advertisement or promotion relating to these Terms or Services; (d) transactions effectuated through use of Services, or (e) the relationship which results from these Terms (including relationships with third parties who are not party to these Terms) (collectively "Claims"), will be referred to and determined by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for the resolution of consumer-related disputes, or under other mutually agreed procedures, and such arbitration shall take place within Snohomish County, Washington. Because this method of dispute resolution is personal, individual and provides the exclusive method for resolving such disputes, you further agree, to the

extent permitted by applicable laws, to waive any right you may have to commence or participate in any class action or class-wide arbitration against REX related to any Claims. This provision shall survive the termination of your right to use Services.

Governing Law And Jurisdiction

Unless otherwise specified, REX controls and operates Services from offices within the State of Washington, U.S.A. If you choose to use Services from other locations, you do so on your own initiative, and are responsible for compliance with any applicable local laws. The laws of the State of Washington, without regard to Washington's conflict of laws principles, govern these Terms and this Agreement. You consent and submit to the personal jurisdiction of the courts located in Snohomish County, Washington for the purposes of litigating any action in connection with the Terms, Agreement, or Services.

General

These Terms constitute the entire agreement between you and REX with respect to your use of the Services and supersede all previous agreements, understandings and representations relating thereto.

Access To Collected Information

You may review and update the information that you provide or that REX collects in connection with Services by contacting us as described below.

Contacting Us

If you have any questions about these Terms, please contact us by visiting <http://mypartnerrex.com/contact>