

Thank you for visiting the website (“Site”) of the Animal Medical Center, Inc. (“AMC,” “we,” and “our”). These terms of use (“Terms”), which include our Privacy Statement, govern your use of our Site and, as applicable, our social media accounts (“Social Media”). By using our Site and Social Media, you agree to these Terms. We may change these Terms at any time by posting an updated version. Your use of our Site or Social Media after we have posted updated Terms means you agree to the updated Terms. If you do not agree to these Terms, please do not use our Site or Social Media.

## **Donations**

You may support AMC through Network for Good, a non-profit organization that assists other non-profit organizations (like AMC) with their fundraising activities. Your donation transaction will appear on your credit card statement as a donation to “Network for Good” and is subject to Network for Good’s Privacy, Security & Disclosure Statement and the Charitable Solicitation Disclosure, which we encourage you to review. When you contribute, you are making a donation to Network for Good with a recommendation to grant the funds to AMC. Network for Good will grant the donated funds to AMC (less any amounts retained by Network for Good for processing costs), so long as AMC meets Network for Good’s criteria for receiving donations. Network for Good commits to providing you with an acknowledgement of your donation for tax-deduction purposes. To learn more about how Network for Good receives and processes donations, please visit its website.

## **Veterinarian Portal**

Our Site includes a portal (“Portal”) operated by a third party that permits referring veterinarians to have access to pet records that AMC decides to share through the Portal. Any veterinarian who accesses or uses the Portal agrees to comply with these Terms and all terms and conditions governing use of the Portal.

## **Use of Our Site**

We provide the Site so that you may learn about the work AMC does every day in pursuing its mission to provide compassionate and collaborative care to animals and to advancing veterinary medicine through innovative clinical research and education as well as to provide you with educational and other resources.

You may not use any “robot,” “spider,” or other automatic or manual method to access or reproduce our Site Content or use any means to gain unauthorized access to restricted areas on our Site.

## **Copyright**

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## **Trademarks**

“THE ANIMAL MEDICAL CENTER,” “AMC,” and other service marks, trademarks, logos, and other indicators of source (“Our Trademarks”) are owned by AMC. You may use Our Trademarks only with our prior written permission in each case.

## **Social Media and Site Community Guidelines**

AMC values its Social Media community and strives to foster a safe, respectful environment in which AMC clients, staff, and the animal-loving public can share information and celebrate animals, veterinary medicine, and the pioneering work done at AMC.

We have no obligation to monitor any user conduct or content posted to Social Media (or, as applicable, our Site) and we are not responsible for user conduct or content. However, with the best interest and safety of our community in mind, we reserve the right, without obligation, at all times to monitor, remove, and refuse any user access or content, in whole or in part, in our discretion if we believe it violates these Terms or any other AMC policy.

If you use our Social Media (and as applicable, our Site), you agree:

You will be cordial, civil, courteous, and respectful in your comments and interactions with others and you will not post any content or information that:

- ❑ is threatening, harassing, abusive, libelous, defamatory, obscene, vulgar, profane, hateful, intimidating, graphically or sexually-explicit, discriminatory, or otherwise objectionable;
- ❑ infringes on our or any third party's intellectual property or other rights or that you do not have authorization to post;
- ❑ includes persistent or repetitive comments;
- ❑ includes demonstrably false or inaccurate information;
- ❑ includes spam, advertisements, solicitations, chain letters, or other unsolicited commercial communication;
- ❑ violates the privacy or confidentiality of AMC's patients, clients, staff, or other persons or is otherwise nonpublic confidential information unless you have express written permission;
- ❑ contains any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
- ❑ is unlawful or fraudulent or violates any applicable laws, rules, or regulations or any AMC policy or procedures;
- ❑ impersonates or attempts to impersonate another person; or
- ❑ is otherwise considered inappropriate or objectionable in AMC's good faith judgment.

If you submit any content to our Social Media or Site, or if you tag AMC on any third-party Social Media or Site, you grant AMC an irrevocable, non-exclusive, worldwide, royalty-free, unrestricted license (with the right to sublicense the rights) to reproduce, distribute, create derivative works of, and publicly display and perform the content (or if you tag AMC, the related content), in whole or in part, in any media now known or later developed together with your name in furtherance of AMC's mission, including fundraising. You warrant that you have the right to submit all user content you upload (including all rights and consents necessary to any third-party material included in your content and from any

individual depicted in your content) and that your content will not violate any third party's rights.

Of course, when you use Social Media, you also are subject to the social media platform's terms of use as well.

### **No Framing; Links to Third-Party Sites**

You may not frame our Site Content on any other website, network, or platform without our prior written permission in each case.

Our Site may contain links to websites controlled by third parties ("Third-Party Sites") as a convenience for you. We are not responsible for these Third-Party Sites or their content, activities, or privacy practices. Links to Third-Party Sites do not imply our endorsement of the Third-Party Site, its content, or activities. We encourage you to read the terms of use and privacy policies that govern your use of Third-Party Sites.

### **Disclaimers**

OUR WEBSITE IS PROVIDED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND SHOULD NOT BE USED IN PLACE OF PROFESSIONAL VETERINARY MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT FOR YOUR PET. IF YOU SUSPECT THAT YOUR PET HAS A MEDICAL PROBLEM OR CONDITION, PLEASE CONTACT A VETERINARIAN IMMEDIATELY. IF YOUR PET IS EXPERIENCING AN EMERGENCY, PLEASE CALL YOUR VETERINARIAN OR GO TO YOUR NEAREST VETERINARY EMERGENCY ROOM.

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SERVICES, OR SITE CONTENT, YOU DO SO ENTIRELY AT YOUR OWN RISK AND ASSUME TOTAL RESPONSIBILITY FOR YOUR USE.

ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES, WORMS, TROJAN HORSES OR OTHER MALICIOUS CODE TO OUR SITE, WE DO NOT WARRANT THAT OUR SITE, SERVICES, OR SITE CONTENT ARE FREE FROM SUCH DESTRUCTIVE FEATURES AND WE WILL NOT BE LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THEM.

### **Limitation of Liability**

AMC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ARE NOT LIABLE WHATSOEVER FOR ANY LOSS OR INJURY ARISING FROM USE OF OUR SITE, SERVICES, OR SITE CONTENT OR ANY ERRORS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES IN OUR SITE, SERVICES, OR SITE CONTENT.

UNDER NO CIRCUMSTANCES WILL AMC OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) ARISING OUT OF YOUR USE OF OUR SITE, SERVICES, OR SITE CONTENT REGARDLESS OF THE THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE (INCLUDING STRICT LIABILITY), CONTRACT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

IF, NOTWITHSTANDING THESE TERMS, AMC IS FOUND LIABLE TO YOU FOR ANY DAMAGE OR LOSS ARISING OUT OF YOUR USE OF OUR SITE, SERVICES, OR SITE CONTENT, OUR MAXIMUM AGGREGATE LIABILITY TO YOU WILL NOT EXCEED \$50.

SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR THESE KINDS OF DAMAGES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

### **Indemnification**

You agree to indemnify and hold harmless AMC and its officers, directors, employees, and agents against all liabilities, losses, damages, and costs (including reasonable attorneys' fees and court costs) that they may incur based on claims arising from your use of our Site, Services, or Site Content. We reserve the right to assume the exclusive defense and control of any matter for which we are entitled to indemnification. You agree to provide us with reasonable cooperation we request.

## **Termination**

We reserve the right to terminate any Site Content or Services offered through our Site or to terminate our Site or Social Media and these Terms at any time without notice, for any reason. The “Disclaimers,” “Limitation of Liability,” “Indemnification,” and “General” sections of these Terms and all rights granted to AMC in these Terms (along with any other provision that by its terms contemplates survival) will survive any termination.

## **Disclosure**

In addition to rights under our Privacy Statement, AMC may disclose or use any information it has about you if AMC determines that disclosure is necessary: (A) in connection with any investigation or complaint regarding your use of our Site or Social Media; (B) to take any action concerning an individual who is believed to have breached these Terms or who may be causing injury to anyone or interfering with any rights or property; (C) to comply with applicable law, regulation, legal process, law enforcement, or similar measures; (D) to enforce these Terms; (E) to protect the rights or property of AMC or other individuals or entities; and (F) for other reasons that AMC determines in good faith is necessary or appropriate.

## **Persons Under Age 18**

Our Site is designed for use only by persons aged 18 years and older. By using our Site, you represent that you are aged 18 or older.

## **General**

These Terms, which include the Privacy Statement, are the complete agreement between you and AMC regarding your use of our Site and is governed by the laws of the United States and the State of New York applicable to agreements made and completely performed there. You irrevocably agree: (A) to bring any claim or dispute relating to these Terms and your use of our Site or Social Media (unless the applicable platform requires otherwise) exclusively in the state and federal courts located in the State and County of New York; (B) to submit to the exclusive jurisdiction of those courts; and (C) to waive any jurisdictional, venue, inconvenient forum, and other objections to such courts. If a court determines that any of these Terms are unenforceable for any reason, then that provision will be modified to the extent necessary to make it enforceable or, if that is not possible, the provision will be deleted and the remaining provisions will be enforceable to the fullest extent permitted by law. AMC’s failure to insist on or enforce strict performance of these Terms will not be construed as a waiver of any

provision or right AMC has to enforce these Terms and any course of conduct between AMC and you will not be deemed to modify these Terms. The word “including” in these Terms is illustrative and means “including but not limited to.”