

# Range Road Vet Terms of Use

These Terms of Use constitute a legal agreement and are entered into by and between you and **2096239 ALBERTA LTD** (“**Range Road Vet**,” the “**we**,” “**us**,” “**our**”). These terms of use, together with our Privacy Policy (accessible at [rangeroadvet.com/privacy](http://rangeroadvet.com/privacy)) (collectively, these “**Terms and Conditions**”), govern your access to and use, including any content functionality, product and services offered on or through [rangeroadvet.com](http://rangeroadvet.com) (the “**Platform**”).

Range Road Vet connects you via our Platform, to provide you veterinary services (“**Vet Services**”). Veterinary products and pet products are available for purchase on the Platform (each a “**Vet Product**,” and collectively, “**Vet Products**”).

BY USING THE PLATFORM, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AS WELL AS OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE PLATFORM.

## **1. Modifications to these Terms and Conditions and to the Platform**

We reserve the right in our sole discretion to revise and update these Terms and Conditions from time to time. All such modifications are effective immediately upon posting and apply to all access to and continued use of the Platform. You agree to periodically review these Terms and Conditions in order to be aware of any such modifications and your continued use shall be your acceptance of these.

The information, material, products and services available on this Platform, and the Platform, may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Platform is limited, restricted to users or unavailable at any time or for any period.ve

## **2. Your Animal**

Range Road Vet provides a variety of services to different species of animals. You represent and warrant that you are the legal owner of your animal and have the legal authority to seek services for your animal from Range Road Vet. You also warrant and represent that you have the legal authority to make treatment decisions on behalf of your animal.

## **3. Your Use of the Platform and Account Set-Up and Security**

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Platform. The Platform, including content or areas of the Platform, may require user registration. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Platform. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Platform.

Your provision of registration information and any submissions you make to the Platform through any functionality such as phone calls, electronic communications, forms, orders, and payments (collectively, "**Interactive Functions**") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy, found at [rangeroadvet.com/privacy](http://rangeroadvet.com/privacy).

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you, and you agree not to provide any other person with access to this Platform or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

You are prohibited from attempting to circumvent or otherwise violating the security of this Platform, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting the Platform owner's ability to monitor the Platform; (f) using any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Platform via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Platform.

#### **4. Geographic Restrictions**

We provide this Platform for use only by persons who are physically located and residing in Alberta. This Platform is not intended for use in any jurisdiction where its use is not

permitted. Further, we are unable to offer our Platform, Vet Services and Vet Products outside of Alberta.

## **5. Permitted Use**

You agree to only use the Platform for the following reasons:

- a. To learn about the Vet Services and Vet Products offered by our Platform;
- b. To connect with and receive Vet Services for your pet from our veterinarians and team;
- c. To facilitate orders for Vet Products, payments, refunds and delivery of services from our Platform; and
- d. All other interactions as permitted by these Terms and Conditions.

## **6. Conditions of Use, User Submissions and Site Content Standards**

As a condition of your access and use, you agree that you will use the Platform only for lawful purposes and in accordance with these Terms and Conditions.

The following content standards apply to all content, material, and information a user submits, posts, publishes, displays, or transmits (collectively, "**submit**") to the Platform, to other users or other persons (collectively, "**User Submissions**") and any and all Interactive Functions. User Submissions must comply with all applicable federal, provincial, local, and international laws, regulations, and these Terms and Conditions.

Without limiting the foregoing, you warrant and agree that your use of the Platform and any User Submissions shall not:

- a. In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions.
- b. In any manner violate the terms of use of any third-party website that is linked to the Platform, including but not limited to, any third-party social media website.
- c. Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, gender, gender identity, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in Range Road Vet's sole discretion.

- d. Involve, provide, or contribute any false, inaccurate, or misleading information.
- e. Impersonate or attempt to impersonate Range Road Vet employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- g. Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.

**7. Site Monitoring and Enforcement, Suspension, and Termination**

Range Road Vet has the right, without provision of notice to:

- a. At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating these Terms and Conditions.
- b. Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Platform. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform.
- c. Terminate or suspend your access to all or part of the Platform for any or no reason, including, without limitation, any violation of these Terms and Conditions.

YOU WAIVE AND HOLD HARMLESS RANGE ROAD VET AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY RANGE ROAD VET AND ANY OF THE FOREGOING PARTIES RELATING TO ANY ACTION, LEGAL ACTION, OR INVESTIGATION BY EITHER RANGE ROAD VET OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

**8. Grant of License**

Provided you meet the Platform's Geographic Restrictions as set out in Section 3, subject to these Terms and Conditions, and provided that you are 18 years of age or older in Quebec and Alberta or 19 years of age or older in other Canadian jurisdictions, Range Road Vet grants you a personal, non-commercial, limited, revocable, non-exclusive, non-assignable and non-transferable license to access the Platform.

**9. Veterinary Services and Veterinary Products**

Range Road Vet provides Vet Services and sells Vet Products. Vet Services are provided by licensed veterinarians that are in good standing in the province of Alberta. Our veterinarians may be employees or contractors and have professional liability insurance in addition to our clinic's commercial liability insurance. Our Vet Products are suitable for animal use and approved to be sold in Canada by the Canadian Veterinary Medical Association. You acknowledge that your reliance on any Vet Services and your purchase and use of any Vet Products is solely at your own risk.

## **10. No Reliance**

The content on our Platform is provided for general information purposes only. It is not intended to replace Vet Services. Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Platform is accurate, complete, or up to date. Your use of the Platform is at your own risk and neither Range Road Vet nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever for your use of this Platform.

This Platform may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided Range Road Vet, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of Range Road Vet. Neither Range Road Vet nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

## **11. Intellectual Property Rights and Ownership**

You understand and agree that the Platform and its entire contents, features, and functionality, including, but not limited to, all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement, are owned by Range Road Vet, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Range Road Vet name and all related names, logos, product and service names, designs, images, and slogans are trademarks of Range Road Vet or its affiliates or licensors. You must not use such marks without the prior written permission of Range Road Vet. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Platform are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You may only use the Platform for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, in any form or medium whatsoever except:

- a. your computer and browser may temporarily store, or cache copies of materials being accessed and viewed; and
- b. in the event social media platforms are linked to certain content on our Platform, you may take such actions as our Platform and such third-party social media platforms permit.

Users are not permitted to modify copies of any materials from this Platform nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Platform or any services or materials available through the Platform.

If you copy, or download any part of our Platform in breach of these Terms and Conditions, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Platform or to any content on the Platform, and all rights not expressly granted are reserved by Range Road Vet. Any use of the Platform not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

## **12. Privacy**

By submitting your personal information and using our Platform, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, found at [rangeroadvet.com/privacy](http://rangeroadvet.com/privacy).

## **13. Electronic Communications and Consent to Receive Calls and Text Messages**

When you use the Platform or send e-mails, messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically. You agree that (a) all agreements and consents can be signed electronically and (b) all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such notices and other communications be in writing. Range Road Vet and our veterinarians and staff may contact you by telephone, mail, or email to verify your account information. Range Road Travel may request further information from you, and you agree to provide such further information to ensure that you have not fraudulently created your account. If you do not provide this information in the manner requested within 14 days of the request, we reserve the right to suspend, discontinue, or deny your

access to and use of the Platform, Vet Services and Vet Products until you provide the information to us as requested.

By providing your mobile number, you are agreeing to be contacted by or on behalf of Range Road Vet at the mobile number you have provided, including calls and text messages, to receive informational messages pertaining to Vet Products or Vet Services. Message and data rates may apply. You may unsubscribe from electronic communications by texting us or clicking an unsubscribe link. Please keep in mind that if you stop receiving text messages from us you may not receive important and helpful information.

#### **14. Third-Party Websites**

For your convenience, this Platform may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from this Platform. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

Such links to third-party sites from the Platform may include links to certain social media features that enable you to link or transmit on your own or using certain third-party websites, certain content from this Platform. You may only use these features when they are provided by us and solely with respect to the content identified.

#### **15. Disclaimer of Warranties**

EXCEPT WHERE PROHIBITED OR LIMITED BY LAW, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR PRODUCTS FOUND OR ATTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR PRODUCTS FOUND OR ATTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER RANGE ROAD VET NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE PLATFORM OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER RANGE ROAD VET NOR ITS PARENT, SUBSIDIARIES, AFFILIATES

OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE PLATFORM, ITS CONTENT, OR ANY SERVICES OR PRODUCTS FOUND OR ATTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE PLATFORM AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

## **16. Limitation on Liability**

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL RANGE ROAD VET NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANIMAL, LOSS OF PET, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE PLATFORM, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY PLATFORM CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.



## **17. Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Range Road Vet, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Platform, including, but not limited to, your User Submissions, third-party sites, any use of the Platform's content, services, and products other than as expressly authorized in these Terms and Conditions.

## **18. Governing Law and Choice of Forum**

The Platform and these Terms and Conditions will be governed by and construed in accordance with the laws of the Alberta and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this Platform and under these Terms and Conditions will be instituted in the courts of the province of Alberta and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

## **19. Waiver**

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

## **20. Severability**

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **21. Force Majeure**

Range Road Vet will not be deemed to be in breach of these Terms and Conditions or liable for any breach of these terms or our Privacy Policy due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, government emergency order, strikes, fire or other disaster.

## **22. Entire Agreement**

These Terms and Conditions and the Privacy Policy constitute the sole and entire agreement between you and Range Road Vet regarding the Platform and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

## **23. Feedback**

We welcome any feedback regarding our Platform and suggestions for improvement. By providing any User Submission to the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, non-exclusive licence to use, modify, and otherwise disclose to third parties any such material for any purpose and according to your account settings and/or incorporate such material into any form, medium or technology throughout the world without compensation to you. You further waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

By submitting the User Submissions, you declare and warrant that you own or have the necessary rights to submit the User Submissions and have the right to grant the licence hereof to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns to the User Submissions and comply with these Terms and Conditions. You represent and warrant that all User Submissions comply with applicable laws and regulations and the User Submissions and Site Content Standards set out in these Terms and Conditions.

## **24. Reporting and Contact**

This Platform is operated by **2096239 ALBERTA LTD.**

Should you have any concerns or questions regarding our Privacy Policy and our privacy practices, please contact us at [reception@rangeroadvet.com](mailto:reception@rangeroadvet.com)

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