

GENERAL TERMS AND CONDITIONS

Welcome to DiploVets!

DiploVets is operated by Vet-X-Perts GmbH (hereafter, "**DiploVets**") at the Internet domain www.DiploVets.com and is an online web site for an online platform (hereafter, "**Online Platform**") by means of which you, as the customer, can receive veterinary expertise and consulting in a simple and efficient manner during tele-medical procedures in the area of veterinary medicine (hereafter, "**Expertise**"). The Online Platform can be used via the Internet browser.

DiploVets offers some functions and contents upon a free-of-charge basis, but is overall no free-of-charge offering. The contents and Expertise have been professionally created. In order to maintain a high standard of technology and quality, fees are required. Fees are never incurred by the customer without express reference having been made to them. DiploVets deploys exclusively certified veterinarians, small and large veterinary practices as well as other practicing veterinarians so that only such can be registered and can make transfers (hereafter, "**Customers**").

Please carefully read through the General Business Terms and Conditions because they form the legal framework for the use of the Online Platform of DiploVets. When making each transfer, you must confirm these General Business Terms and Conditions and approve them.

1. Sphere of Validity

1.1 For the legal relationship between DiploVets and the Customer with regards to the Online Platform, these General Business Terms and Conditions shall be valid upon a supplemental basis to any concluded User Agreement as amended in the version which is valid at the point in time that the Customer awards the order. These General Business Terms and Conditions shall likewise be valid for free-of-charge and fee-based offerings on the Online Platform.

1.2 Any opposing, deviating or supplemental General Business Terms and Conditions of the Customer shall not become a contractual component unless DiploVets has expressly approved their validity.

2. Access to the Online Platform

2.1 For the conclusion of individual online orders, continuous access to the Online Platform is required in the form of an account ("**Account**").

2.2 The use of the personalised functions of the Online Platform as well as the saving of order data and Expertise require the registration of the interested users with a user name and password subject to the documentation of the veterinary practice license of the Customer.

2.3 The continuous access of the Customer to the use of the Online Platform shall be undertaken in a password-protected manner subject to the use of the access data assigned to the Customer by DiploVets. The Customer shall be obliged to maintain secrecy regarding the access data and the passwords as well as prevent their unauthorised usage by third parties; moreover, he shall ensure that the affected users likewise fulfil this obligation. The log-in per single sign-on (SSO) is in principle permissible.

2.4 In the event that the Customer becomes aware of the misuse of the access data or passwords, the Customer shall promptly notify DiploVets of this. In the event of misuse, DiploVets shall be entitled to block access to the Online Platform until the circumstances are clarified and the misuse is discontinued. The Customer shall be liable for any misuse for which he is responsible.

3. Conclusion of the Contractual Agreement

3.1 The presentation of the Online Platform of DiploVets shall be considered to be no binding offer from DiploVets. Rather, the Customer shall be granted the opportunity, upon his part, to submit a binding offer for the conclusion of individual online orders by issuing a transfer request.

3.2 A submission of a veterinary issue to DiploVets in order to request Expertise shall be possible through the intended usage by the Customer as an online order. In this case, the Customer shall issue an offer by making a transfer request in which he, after completing the online ordering process in the "Transfers" section, submits the order by activating the button "**Submit Fee-Based Request**". Before sending the order, the Customer may amend and review the data at any time. However, the request can only then be submitted and transferred if the Customer has accepted these contractual terms and conditions by clicking on the button "Accept General Business Terms and Conditions" and thus has integrated this into his offer.

3.3 After submitting the order, the Customer shall receive an automated confirmation of receipt by e-mail which is sent to his designated e-mail address in which the Customer's order is once again listed and which the Customer can print out via the "Print" function. The automated confirmation of receipt shall document merely that the Customer's order has been received by DiploVets and shall constitute no acceptance of the transfer request. The contractual agreement shall only then be concluded through the rendering of the declaration of acceptance by DiploVets which is sent via a separate e-mail (order confirmation).

4. Customer's Cooperation Obligations

4.1 The Customer shall be responsible for ensuring that, in his sphere, the technical requirements for the access to the Online Platform are fulfilled and maintained—particularly regarding the utilised hardware and operating system software, the connection to the Internet and the current browser software. DiploVets shall indicate on the web site which browsers are currently being supported.

4.2 In the event of the continued development of the Online Platform system, it shall be the Customer's responsibility to, after being informed in this regard by DiploVets, to undertake the required adaptation measures for the IT infrastructure he utilises.

4.3 The proper usability of the Online Platform requires that, on the computers utilised by the Customer, the respective time of day and time zone are current and correctly set and that the Customer's system accepts the cookies transmitted by DiploVets' server. It shall be the Customer's responsibility to undertake the corresponding setting changes.

4.4 The Customer shall be obliged to undertake the precautionary measures which are required for safeguarding his systems—particularly to use the popular security settings on the browser and to utilise current protective mechanisms for the warding-off of malware.

5. Services on the Online Platform, Availability, Authorisation to Make Changes

5.1 The services on the Online Platform that are available to the Customer shall be specified during the online ordering process in the "Transfers" section.

5.2 Statements and elaborations made by DiploVets or regarding the Online Platform in advertising materials, on web sites as well as in the documentation are understood to be exclusively a description of the quality and not as a guarantee or assurance of a quality feature.

5.3 During the selection and maintenance of the contents and service specifications on the Online Platform as well as during the formulation of the Expertise, the customary due care shall be applied. DiploVets shall undertake continuous maintenance work, but nonetheless is dependent on the supplying of correct information by third parties. The Customer shall be obliged to subject the contents and Expertise to a plausibility control corresponding to its usage purpose.

5.3 DiploVets shall endeavour to continuously adapt the Online Platform to the current requirements. Thus, DiploVets reserves the right to make changes in order to adapt the system to the state-of-the technology, changes in order to optimise the system—particularly in order to improve the user-friendliness—as well as changes to the contents.

6. Fee, Adjustment of the Fee, Payment Conditions

6.1 The fee to be paid for the services which are retrievable by the Customer via the Online Platform shall be specified on the **Price List** which can be retrieved on www.DiploVets.com.

6.2 For the retrieval of Expertise via the Online Platform, a fee must be paid for each online order in accordance with the price list which is valid at the point in time that the online order is made. The price for the respective Expertise shall be indicated to the Customer respectively before implementing the online order.

6.3 Insofar as they have not been expressly designated as gross prices, all prices shall be understood to be respectively in addition to the statutory VAT which is valid at the prevailing point in time.

6.4 The Customer may make the payment via credit card, PayPal or on account.

When making the payment by credit card, the required data must be transmitted during the sending of the order by the

Customer to DiploVets. The charging of the Customer's credit card shall be undertaken at the point in time when DiploVets accepts the Customer's offer. If PayPal has been agreed as the payment method, after the submission of his order, the Customer shall automatically be guided to PayPal's secure payment form. If he already has a PayPal account, he shall log in there. Otherwise, he shall click on "Set Up Account", follow the instructions and thus make the payment for the order.

6.5 The fee for the retrieval of Expertise shall be respectively invoiced after the services are rendered. Invoices from DiploVets shall become immediately payable after the Customer receives them without any discounts. The invoice shall be sent electronically. Through the acknowledgment of the General Business Terms and Conditions, the Customer is hereby approving the electronic sending thereof.

6.6 If the Customer is in payment default with at least two successive invoices for the retrieval of Expertise, then DiploVets shall have the right to block the Customer's ability to make retrievals.

7. Proprietary Rights

7.1 The Customer acknowledges that the Online Platform encompasses an Online Platform produced by DiploVets and/or an Online Platform in accordance with §§ 4 Para. 2, 87a Para. 1 of the German Copyright Act. Any related computer programmes shall fall under the protection of §§ 69a ff. of the German Copyright Act, manuals and documentation as well as supplied work products shall fall under the protection of § 2 of the German Copyright Act. Third-party rights to the protected work products shall remain unaffected.

7.2 All Expertise shall be protected by copyright.

7.3 Trademarks, company logos, other labels or protection notices, copyright notices, serial numbers as well as other features serving for identification purposes may neither be removed or altered in electronic format nor when printing out.

8. Usage Rights of the Customer

8.1 The Customer shall, in accordance with the following provisions subject to the condition of the payment of the fee that is owed and payable, receive the right, which is simple, non-exclusive, non-transferable and unrestricted by time, to use the Expertise procured in the individual retrieval for himself and for the contractually-stipulated users for their own purposes. The term "Expertise" in the sense of this Clause 9 shall refer to the page respectively displayed in the browser and/or Expertise sent via e-mail.

8.2 The usage right shall provide an authorisation to usage for the animal owner and for his own read access, for the downloading and saving of a document on the computer of the Customer or of the authorised user as well as to print out the document. Any additional reproduction or any other exploitation of documents or other elements of the Online Platform is permissible only with the prior written consent of DiploVets unless it concerns the one-time and non-systematic reproduction or other exploitation of an element of the Online Platform which is non-essential based upon the type and scope. The systematic automated retrieval of documents, the creation of systematic collections consisting of retrieved documents as well as the systematic dissemination of documents or their systematic provision to third parties shall be impermissible.

8.3 Expertise may in principle only be used for the submitted individual case and only be made available to the concrete animal owner. DiploVets shall hereby waive its right of return. The permanent archiving of downloaded documents or elements is permissible merely for case-, process- or file-related archivings in the related patient documents. The Customer shall be entitled, for archiving purposes per case, process or file, to print out all documents provided by DiploVets or to save them permanently on data carriers.

8.4 [The use of the online platform shall be restricted to the number of authorised users in the Customer's institution which is stipulated during registration. The users must be designated by name by the Customer. The access authorization of the affected users shall be confirmed by DiploVets via e-mail or in writing.

8.5 The access rights of an authorised user during a session are not limited by time per work station. An authorised user may always only be logged in once at any time on the Online Platform per user ID and password. If one attempts another log-in with another browser or another device, the prior session shall be automatically aborted.

8.6 Usage rights, which may be utilised owing to legal licenses—particularly in accordance with §§ 53, 55a, 87c and 87e of the German Copyright Act—shall not be granted in the User Agreement and in these General Business Terms and Conditions and shall not hereby be affected.

8.7 The Customer shall be obliged to refer the authorised users to the aforementioned provisions and ensure that they adhere to them.

9. Claims for Defects

9.1 DiploVets shall eliminate the technical defects of the Online Platform system within an appropriate timeframe. DiploVets' responsibility in this regard extends only to the systems to the Internet which it operates up to the handover point, but not to the systems of the Customer and data transmission lines beyond the handover point.

9.2 DiploVets shall exercise due care during the formulation of the Expertise and for the selection and maintenance of the contents. However, the completeness, correctness and currentness of the contents cannot be guaranteed.

9.3 It shall be the Customer's responsibility to make prompt notification of any defects, disruptions or damages.

10. Liability for Damage Compensation

10.1 Unless otherwise provided by these GTC, including the provisions below, DiploVets shall be liable for breaches of duty in accordance with the statutory provisions.

10.2. DiploVets shall be liable for damages, irrespective of the legal ground, in the context of fault-based liability in the event of intent or gross negligence. In the event of simple negligence, subject to a more lenient standard of liability provided by law (e.g. care applied in one's own affairs), DiploVets shall only be liable (i) for damage arising from an injury to life, body or health, (ii) for damage arising from a not insignificant breach of a material contractual duty (an obligation the fulfilment of which enables the proper performance of the contract in the first place and on the fulfilment of which the other party to the contract usually relies and may rely); in the latter case liability of DiploVets is limited to the compensation of damage which was foreseeable

and typical when the contract was concluded. Material contractual obligations shall be considered to be obligations whose fulfilment only then enables DiploVets' implementation at all and upon whose adherence the contractual partner may regularly rely. The no-fault liability of DiploVets for defects already existing upon the conclusion of the contractual agreement in accordance with § 536a Para. 1 Clause 1 of the German Civil Code shall be excluded.

10.3 The limitation of liability according to Section 10.2 also applies to breaches of duty by or for the benefit of persons for whose fault DiploVets is responsible pursuant to the statutory provisions and to any personal liability of executive bodies, experts (Diplomates) and other employees of DiploVets. It does not apply where DiploVets or any of the persons mentioned above has fraudulently concealed a defect and with respect to claims arising from a guarantee of a specific quality or claims under the German Product Liability Act (Produkthaftungsgesetz).

10.4 In the case of claims for damages under a warranty for defects, arising out of the or in connection with a radiological assessment during the purchase-related examination ("Ankaufsuntersuchung") of a horse, DiploVets shall only be liable up to the individually insured amount in each case of damage. Any claims for damages based on other legal provisions shall be governed by Sections 10.1 to 10.3.

10.5 Any person making claims under this contract shall without delay inform DiploVets in in text form about any potential damage for which DiploVets could be liable.

10.6 Where claims for damages are limited under this Section 10, they shall be time-barred after one year following the beginning of the statutory limitation period unless subject to the limitation periods of Article 438 (1) No. 2 or Article 634a (1) No. 2 of the German Civil Code (BGB).

11. Data Protection, Confidentiality

11.1 The Customer is hereby instructed that DiploVets shall collect, process and use personal basic and usage data in machine-readable form based upon the purpose of the contractual relationship. All personal data shall be kept confidential.

11.2 The contractual parties shall be obliged to maintain secrecy regarding the information affecting the other party which becomes known to them during the course of the implementation of the contractual agreement. Expressly excepted from this shall be anonymised case-based data which are provided when retrieving Expertise.

12. General Provisions

12.1 The place of performance shall be Marxzell. The exclusive legal venue for disputes with entrepreneurs, juridical persons under public law or special foundations under public law which arise from contractual agreements shall likewise be Karlsruhe.

12.2 For all disputes arising in conjunction with the use of the Online Platform—regardless of the legal reason, exclusively the law of the Federal Republic of Germany shall be valid subject to the exclusion of all provisions of the conflict of laws which make reference to other legal systems. The applicability of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.