

## GENERAL TERMS AND CONDITIONS FOR THE SERVICES OF DIPLOMATES

Welcome to DiploVets!

DiploVets shall be operated by Vet-X-Perts GmbH (hereafter, "**DiploVets**") at the Internet domain [www.DiploVets.com](http://www.DiploVets.com) and is an online web site on an online platform (hereafter, "**Online Platform**"), by means of which our Customers can receive veterinary expertise and consulting within the parameters of tele-medical procedures in the area of veterinary medicine (hereafter, "**Expertise**") in a simple and efficient manner. The online platform is usable via the Internet browser. Through its offerings, DiploVets is targeting exclusively certified veterinarians, small- and large-animal practices as well as other practicing veterinarians so that only such parties are registered and can make wire transfers (hereafter, "**Customers**").

DiploVets provides its Customers exclusively with Expertise which has been developed for them by certified specialists, so-called "Diplomates". They encompass Certified Veterinarians, the holders of a diploma from a college that has been accredited by the European Board of Veterinary Specialisation (EBVS) or the American Veterinary Medical Association (AVMA) (hereafter, "**Diplomates**"). These General Order Terms and Conditions shall be valid for the contractual relationship between DiploVets and the Diplomates. Please carefully read through the Order Terms and Conditions because they form the legal framework for the rendering of your services for the online platform of DiploVets. For each order confirmation, you will have to confirm these General Order Terms and Conditions and hereby approve them. DiploVets offers you as well as also our Customers some functions and contents upon a free-of-charge basis, but also overall no free-of-charge offer. In order to ensure a high standard of technology and quality, fees are required. Fees shall be incurred for Diplomates, but never without an express notification thereof.

### 1. Sphere of Validity

1.1 For the business relationship between DiploVets and the Diplomates with regards to its rendering of services and use of the Online Platform, these General Order Terms and Conditions shall be valid upon a supplemental basis to the respective individual agreements as well as any concluded Consulting Framework Agreement in the version that is current at the point in time that the order is confirmed by DiploVets. These General Order Terms and Conditions shall likewise be valid for free-of-charge and fee-based offers on the Online Platform.

1.2 These General Order Terms and Conditions shall not be valid for the radiological assessment within the parameters of a purchase-related examination of a horse. In this regard, special contractual terms and conditions shall be valid.

1.3 Any opposing, deviating or supplemental General Business Terms and Conditions of Diplomates shall not become a contractual component unless DiploVets expressly approves their validity.

### 2. Acces to the Online Platform

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

2.2 The use of the personalised function of the Online Platform—particularly the saving of order data and Expertise requires the registration of the interested Diplomates with a user name and a password subject to the documentation of the passing of the Diplomat exam for one of the certified colleges.

2.3 The permanent access of the Diplomat to the use of the Online Platform shall be granted in a password-protected manner subject to the use of the access data issued to the Diplomat by DiploVets. The Diplomat shall be obliged to keep the access data and the passwords confidential as well as prevent their unauthorised use by third parties.

2.4 In the event that he becomes aware of the misuse of the access data or passwords, the Diplomat shall promptly notify DiploVets of this. In the event that misuse has occurred, DiploVets shall be entitled to block access to the Online Platform until the circumstances have been clarified and misuse has been discontinued. The Diplomat 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 by DiploVets shall not be considered to be a binding offer from DiploVets. Rather, the Customer shall be granted the opportunity to, upon its part, submit a binding offer for the conclusion of individual online orders by means of a bank transfer order. The processing of the respective bank transfers and/or online orders shall be offered by DiploVets to the Diplomates of the respective specialised area for processing.

3.2 The processing of a veterinary issue by a Diplomat shall be undertaken after the acceptance of the order by the Diplomat. In the event that there is an issue that affects his specialised area, the Diplomat shall be notified of this by DiploVets via e-mail. The e-mail shall contain all order-relevant data as well as a link to the online order confirmation. After clicking on the link, the logged-in Diplomat shall receive the case-specific information regarding the respective order. The Diplomat may then reject or accept the order. The acceptance of the order shall be sent by activating the button "**Accept & Process order**".

3.3 After sending the order acceptance, the transferred order for processing shall be made available by the Diplomat. After acceptance of the order, the Diplomat shall receive an automated confirmation of receipt via e-mail that is sent to his designated e-mail address in which the order is once again implemented and which the Diplomat can print out via the function "Print". The automated confirmation of receipt documents merely that the Diplomat's acceptance of the order has been received by DiploVets.

### 4. Cooperation Obligations of the Diplomat

4.1 The Diplomat shall be responsible for ensuring that, in his working area, the technical requirements for the access to the Online Platform are created and maintained—particularly with regard to the deployed hardware and operating system software, the connection to the Internet and the updated browser software. DiploVets shall specify on the web site which browsers are currently being supported.

4.2 In the case of the continued development of the Online Platform system, it shall be the responsibility of the Customer and the Diplomat to, based upon the information provided by

DiploVets, undertake the required adjustment measures for the IT infrastructure he uses.

4.3 The Diplomate shall be obliged to undertake the precautionary measures which are required for safeguarding his systems – particularly to use the popular security settings for the browser and current protective mechanisms in order to ward off malware.

## **5. Scope and Restrictions of the Services Provided on the Online Platform, Availability, Authorisation to Make Changes**

5.1 The services to be rendered by the Diplomate shall be prescribed during the course of the online transfer/order process.

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

5.3 During the selection and maintenance of the contents and service descriptions on the Online Platform as well as during the creation of the Expertise, the due care that is customary for the industry shall be applied. DiploVets shall undertake on-going maintenance work, but is nonetheless dependent on the supplying of the correct information by third parties. The Diplomate shall be obliged to subject the contents, order data and transfers to a plausibility check corresponding to their 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 current state-of-the-technology standards, to make changes in order to optimise the system – particularly in order to improve the user-friendliness – as well as to make changes to the contents.

## **6. Fee, Adjustment of the Fee, Payment Conditions**

6.1 The fee to be received for the services to be rendered by the Diplomate via the Online Platform shall be fixed on the Diplomate's **Price List** which can be requested. The respective fee for the order shall be transmitted by DiploVets together with the transfer e-mail forming the basis for the respective mandate.

6.2 The fee for the respective Expertise shall be announced to the Diplomate respectively before the order is accepted.

6.3 Insofar as nothing to the contrary has been agreed, the payment of the fee shall only then be made after the contractual receipt of the Expertise and receipt by DiploVets of a proper and audit-proof invoice.

6.4 The payment shall be made by bank transfer. Insofar as they have not been expressly designated as being 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.

6.5 The assignment of rights from the order relationship by the Diplomate shall require the prior written consent of DiploVets.

6.6 The Diplomate shall be entitled to offset against claims of DiploVets or to assert a right of retention only if and insofar as his payment claim is undisputed or his counterclaim has been legally upheld.

6.7 Insofar as nothing to the contrary has been agreed, the warranty obligation shall be based upon the respectively valid statutory provisions. In any case, DiploVets shall be entitled to initially demand a free-of-charge elimination of the defects or creation of flawless Expertise. If the Diplomate is hereby in default in the rendering of his contractual Expertise, then

DiploVets may eliminate the defect on its own and demand the reimbursement of the required expenditures.

6.8 The notification of defects from DiploVets shall suspend the warranty timeframe for the flawed Expertise. After the corresponding elimination of the defects, the warranty timeframe shall begin to run anew for the affected Expertise.

## **7. Proprietary Rights**

7.1 The Diplomate shall ensure that the services which he renders are not encumbered by third-party rights which exclude or restrict their usage by DiploVets and/or that he has the authorization in order to make the transfer anew of the corresponding usage rights.

7.2 The Diplomate shall indemnify DiploVets from all third-party claims which are asserted against DiploVets owing to the use of the work results rendered by the Diplomate. This shall not be valid insofar as the Diplomate neither recognised nor could have recognised the validity of third-party rights. Insofar as this is possible, the Diplomate shall undertake the required legal defences on his own in his own name and at his own expense. The right of DiploVets shall remain unaffected to demand damage compensation and withdraw from the contractual agreement in accordance with the statutory directives.

7.3 All usage rights under copyright law, which are created during the implementation of the order, industrial property rights and legal positions which are analogous to proprietary rights to the contractually-rendered services and to all other written, machine-readable and other work results created in accordance with this contractual agreement shall be assigned to DiploVets without any additional conditions and without any additional fee upon their creation. DiploVets shall be entitled to such rights territorially as well as with regards to time and content in an unrestricted manner and exclusively and these work results may be expanded, transmitted, revised, adjusted, changed, reproduced or published by it without the Diplomate's consent.

## **8. Data Protection, Confidentiality**

8.1 The Diplomate has been informed that DiploVets shall collect, process and use personal and usage data in machine-readable form in accordance with the purpose of the contractual relationship. All personal data shall be kept confidential.

8.2 The contractual parties shall be obliged to maintain secrecy regarding the information that is disclosed to them by the other party during the implementation of the contractual agreement.

## **9. General Provisions**

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

9.2 With regards to all disputes 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 choice of laws which make reference to another legal system. The applicability of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.