

NORDHEALTH BOOKING PORTAL - GENERAL TERMS OF USE (US EDITION)

1. GENERAL

These terms of use (“**Terms**”) apply to the use of an online search and booking system for veterinary services located at my.provet.com (“**Service**”), and constitute an agreement between the user of the Service (“**Customer**” or “**you**”) and the provider of the Service, Nordhealth Finland Oy (“**Nordhealth**”). By using the Service, the Customer confirms acceptance of these Terms and any other terms you may approve in connection with the activation or use of the Service.

U.S. CONSUMERS AGREE TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. YOU HAVE A RIGHT TO OPT OUT OF THIS WAIVER, AS DETAILED IN SECTION 17 BELOW.

2. OBLIGATIONS OF THE PARTIES

Nordhealth undertakes to provide the Service under the conditions described in these Terms.

The Customer acknowledges having read these Terms and agrees to comply with them.

3. THIRD PARTIES PROVIDING VETERINARY SERVICES

A veterinarian providing veterinary services under a company or as a sole proprietor is hereinafter referred to as “**Veterinarian**.” A company represented by a Veterinarian or the Veterinarian’s sole proprietorship under which the Veterinarian practices is hereinafter also referred to as a “**Clinic**”.

For the avoidance of doubt, Clinics and Veterinarians may also use the Service. Separate terms and conditions apply between the Veterinarian and Nordhealth as well as between the Clinic and Nordhealth.

These Terms do not govern the agreement between the Customer and the Veterinarian and/or Clinic regarding veterinary services, which can be reviewed and booked through the Service. The Veterinarian and/or Clinic is solely responsible for the veterinary services they provide and for the agreement entered into with the Customer concerning the provision of such services. Nordhealth assumes no responsibility whatsoever for the veterinary services offered, and no agreement regarding the provision of veterinary services arises between Nordhealth and the Customer. The Veterinarian and/or Clinic is responsible for correctly informing their veterinary service customers in advance of the applicable terms relating to such services. Nordhealth does not verify the licensing, qualifications, or regulatory compliance of Veterinarians or Clinics.

No veterinary advice. The Service is an information and booking platform only and does not provide veterinary or medical advice, diagnosis, or treatment. Always seek the advice of a qualified professional.

4. PURPOSE OF THE SERVICE

The purpose of the Service is to facilitate customers' appointment bookings for veterinary services, to provide the possibility to search for veterinary service providers, and to compare different providers by field of service and by geographic location. The Service also functions as a marketplace for veterinary sector operators, including Veterinarians and Clinics.

Through the search function, the Customer may access the individual profile page of a Veterinarian or Clinic and book appointments via the Service's appointment booking function.

The search function is available to all users of the Service without registration. Other features of the Service, however, require that the Customer create an account and then log in by using strong authentication, as described in Section 5.2.

Nordhealth reserves the right to make changes and updates to the Service and its features in its sole discretion. Nordhealth may restrict, remove, or add new features to the Service and modify the functionality of the Service in order to develop the Service, improve user experience, enhance user safety and data security, and for other purposes, as Nordhealth deems necessary or desirable. Nordhealth also reserves the right to terminate the Service at any time.

5. CONTENT, USE AND FEATURES

5.1 Content of the Service

The Service functions as a search and appointment booking system for veterinary services. In addition to profile, search, and appointment booking functions, the Service may include additional features which may vary from time to time.

The Customer may also give consent to direct marketing, as further described in the privacy notice (Section 10). The Customer is responsible for ensuring the accuracy and currency of the contact information that they provide to Nordhealth.

5.2 Logging into the Service

The Customer may, at their discretion, create a Provet account (not mandatory) for using the Service. The Provet account is created with the Customer's email address, and login is carried out by using a PIN code sent to this email address.

The Service is intended for individuals aged 18 years and older. By creating an account or using the Service, you represent that you are at least 18 years of age. Nordhealth does not knowingly collect personal data from children under 13 years of age. If Nordhealth becomes aware that a child under 13 has provided personal information, it will be promptly deleted.

The following information may be stored with the Provet account: the Customer's contact details (name, address, phone number, and email address) and basic information about the Customer's pets (name, species, breed, date of birth, microchip

number, and insurance details). This information may be transmitted to the Clinic's patient information system in connection with appointment booking. The Customer is responsible for the accuracy of the information provided to the Service.

The Customer must protect their Provet account against misuse and keep login credentials confidential. The Customer is responsible for the security of the Provet account, its use or access, and all communications related to that account. The Customer must promptly notify Nordhealth of any unauthorized use of their Provet account.

The Customer's user ID and other details are not publicly visible in the Service. Therefore, although the Customer may post reviews about Clinics or Veterinarians whose services they have used, the Customer's identifying information (such as name) will not be publicly visible to other Customers in connection with the review. You should not include any identifying information in your review. By submitting a review or other content to the Service, the Customer confirms and warrants that they have made the review in good faith, and that the content does not violate any of the requirements of these Terms. Nordhealth reserves the right to remove reviews that do not comply with these Terms; however, we will not remove reviews simply because they are negative. The Customer agrees that their reviews may be displayed publicly on the website in connection with the review function and otherwise for marketing purposes.

By submitting reviews or other content, you grant Nordhealth a worldwide, non-exclusive, royalty-free, sublicensable, assignable and transferable license to host, store, reproduce, modify, publish, distribute and publicly display or create derivative works based on such content, in connection with operating, improving, or promoting the Service. Nordhealth may remove or refuse to display any content that violates these Terms or applicable law and may also suspend or terminate the right of that user to continuing using the Service.

5.3 Technical Features of the Service

The Service is implemented as a cloud service. An interface is opened between the Service and the practice management system provided by Nordhealth to Veterinarians and Clinics, enabling, for example, retrieval of information regarding a Veterinarian's availability from Nordhealth's practice management system into the Service. Patient data is stored in Nordhealth's practice management system and is not stored in the Service.

The Service does not include the provision of telecommunication connections (such as internet access) or the devices or software necessary to use the Service, nor responsibility for their security, updates, or functionality.

6. BOOKING TERMS

The terms applicable to veterinary services and appointment bookings are determined by the agreement between the Veterinarian or Clinic and the Customer concerning the provision of veterinary services. For example, the terms relating to cancellation of appointments are specified at the time of booking. If the Customer has questions

regarding veterinary services, appointment bookings, or cancellations, the Customer is advised to contact the relevant Veterinarian or Clinic directly.

7. CUSTOMER CONDUCT

In using the Service, you agree that you will not:

- violate any applicable international, federal, state or local laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities;
- act in a manner that violates any contractual or fiduciary obligations or third party rights or infringes on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights of any third party;
- violate or attempt to violate the security of the Service;
- reverse engineer, decompile or disassemble any portion of the Service;
- use the Service in a manner that, or provide, share, display or generate any content that: promotes unlawful activities; is harmful, threatening, fraudulent, deceptive or misleading; constitutes harassment, abuse, discrimination, hate speech, libel, defamation, pornography or obscenity; or violates anyone's rights of privacy or publicity or other rights;
- impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information;
- "scrape" information from the Service by automated means; or
- interfere with the ability of others to use the Service.

Without limitation of the foregoing, you acknowledge that the license set forth above does not permit, without our prior written consent: (1) any resale or commercial use of the Service; (2) the distribution, public performance or public display of all or any portion of the Service; (3) modifying or otherwise making any derivative uses of the Service; (4) downloading (other than the page caching) of any portion of the Service; (5) using the Service in connection with the training, development, or operation of any machine learning or artificial intelligence model or tool; or (6) otherwise using the Service for other than its intended purpose.

8. PAYMENTS AND PRICES

For the avoidance of doubt, the use of the Service does not require the Customer to pay any fees to Nordhealth.

The Veterinarian and/or the Clinic are responsible for determining the pricing of their veterinary services within the Service (including any promotional offers, discounts, or similar arrangements). The Veterinarian and/or Clinic are committed to ensuring that the prices indicated in the Service are accurate and correspond to the prices otherwise publicly communicated and charged to their veterinary service customers.

Each Veterinarian or Clinic is solely responsible for compliance with all applicable federal, state, and local tax laws.

Card transactions are processed by independent third-party payment processors. Nordhealth does not receive or process payment card details, is not the merchant of record for veterinary services and is not responsible for processor fees, chargebacks, refunds, or tax payments or reporting. Clinics and Veterinarians are solely responsible for all taxes, surcharges, and compliance with applicable billing/receipt requirements.

9. FUNCTIONALITY AND TECHNICAL SUPPORT

Nordhealth does not guarantee that the Service will be error-free or uninterrupted. The Service may experience malfunctions, interruptions, or limitations due to maintenance operations or other causes. If the Customer encounters technical issues in using the Service, the Customer may contact technical support by email. The email address can be found in the Service (my.provet.com). Up-to-date technical support contact information is available in the Service.

10. LIMITATION OF NORDHEALTH'S LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED; NORDHEALTH EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; NORDHEALTH DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; NORDHEALTH AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF NORDHEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND NORDHEALTH'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY TO THE CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED USD \$100.

FOR THE AVOIDANCE OF DOUBT, NORDHEALTH IS NOT LIABLE FOR BREACHES OF CONTRACT, PROFESSIONAL NEGLIGENCE, MALPRACTICE, OR OTHER OBLIGATIONS RELATED TO THE PROVISION OF VETERINARY SERVICES BY A VETERINARIAN OR CLINIC. THE VETERINARIAN AND/OR CLINIC ARE SOLELY RESPONSIBLE FOR THE VETERINARY SERVICES THEY PROVIDE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY WHERE SUCH EXCLUSION OR LIMITATION IS PROHIBITED BY APPLICABLE LAW, INCLUDING LIABILITY FOR DEATH OF A PERSON, OR PERSONAL INJURY, CAUSED BY OUR NEGLIGENCE, OR LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF YOU ARE A CONSUMER RESIDING IN NEW JERSEY, THE FOLLOWING PROVISIONS OF THIS SECTION 10 DO NOT APPLY TO YOU: (I) THE DISCLAIMER OF LIABILITY FOR ANY NEGLIGENT, RECKLESS, OR INTENTIONAL ACTS BY NORDHEALTH; (II) THE LIMITATION ON THE AWARD OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES; AND (III) THE

LIMITATION OF LIABILITY TO USD \$100, STRICTLY TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER NEW JERSEY LAW. HOWEVER, THESE TERMS OTHERWISE APPLY TO NEW JERSEY RESIDENTS TO THE FULLEST EXTENT PERMITTED BY NEW JERSEY LAW.

10.1 Personal Data and Data Security

The use of the Service involves the processing of personal data. The processing of personal data in connection with the Service is described in more detail in Nordhealth's [privacy notice](#) and [cookie policy](#), as updated from time to time.

For the avoidance of doubt, Veterinarians and/or Clinics are responsible for the processing of personal data and providing and complying with transparent information obligations related to veterinary services and appointment data generated in connection with such services.

For users located in the United States, Nordhealth processes personal data in accordance with applicable U.S. federal and state data protection and privacy laws.

10.2 By using the Service, you consent to the transfer to, and processing in, the EEA or other jurisdictions where Nordhealth operates, of any personal data, with appropriate safeguards, in accordance with applicable law.

10.3 Nordhealth applies industry-standard data security practices to protect the confidentiality of data stored in the Service and to prevent unauthorised access to the system.

11. INTELLECTUAL PROPERTY RIGHTS

These Terms do not transfer any intellectual property rights related to the Service. Nordhealth grants the Customer a limited, non-exclusive, revocable right to use the Service in accordance with these Terms. The Customer may not assign, transfer or sublicense the foregoing license.

Nordhealth has the right to utilize all data generated from the use of the Service for the fulfillment of its contractual obligations (including maintenance of the Service and its features) and to improve and operate the Service. This right remains valid indefinitely after termination of these Terms, subject to any applicable law or regulations concerning personal data.

12. TERMINATION OF USE AND DELETION OF NORDHEALTH ID

The Customer may at any time cease using the Service and delete their Nordhealth ID from the Service by using the guided deletion function in the Service or by notifying Nordhealth in writing of the deletion.

Nordhealth has the right to deny the Customer access to the Service and/or delete the Customer's Nordhealth ID with immediate effect, by giving written notice, if the Customer materially breaches these Terms.

13. COMPLIANCE WITH LAWS

The Customer agrees to comply with all applicable U.S. export control and economic sanctions laws and regulations. The Service may not be used, exported, or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List.

You represent that you are not located in, or a resident of, a country or on a list subject to U.S. sanctions and that you will not export or re-export the Service in violation of U.S. law.

14. TRANSFER OF RIGHTS

The Nordhealth ID is intended solely for the Customer's personal use. The Customer may not assign their rights or delegate their obligations under these Terms.

Nordhealth may assign its rights or delegate its obligations, under these Terms, in whole or in part. Any purported assignment by the Customer of these Terms or any rights hereunder will be void *ab initio*.

15. AMENDMENTS

Nordhealth may amend these Terms from time to time by posting an updated version on the Service. If we make any material amendments to these Terms, we will endeavour to provide you with reasonable prior notice by email or through in-app notifications. Continued use of the Service following such posting or notice constitutes acceptance of the updated Terms to the fullest extent permitted by applicable law. You consent to receive notices and disclosures electronically and agree that such notices have the same legal effect as if provided in writing, consistent with applicable e-signature and electronic records laws.

16. ELECTRONIC COMMUNICATIONS

By using the Service, you consent to receive all communications, agreements, notices, and disclosures electronically ("**Communications**"), including these Terms, amendments, and service-related notices. Electronic Communications satisfy any legal requirement that such communications be in writing. If you provide a mobile telephone number, this consent also includes permission for Nordhealth, as well as Clinics and Veterinarians, to send SMS messages to the number you provided. Nordhealth will provide Communications by: (a) posting on the Service; or (b) email to your registered address. You must keep your email address current and can update it through your account settings. You are responsible for ensuring you can access Communications. You may withdraw consent by contacting us at the email address provided below. Withdrawal may result in Service termination, as electronic

communication is essential to providing the Service. You may request paper copies of any Communication by contacting us at the email address below. By using the Service, you confirm that you can access Communications electronically and meet the system requirements above.

You may withdraw consent to receipt of electronic marketing, advertising or promotional notices by contacting us (See NOTICES AND CONTACT INFORMATION below); if you do so, this will not affect your access to the Service, but we may continue to provide notices pertaining to your use of the Service or as required by law.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 U.S. Consumers – BINDING ARBITRATION AGREEMENT.

- a. **Binding Arbitration.** If you reside in the United States, you and Nordhealth agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Service (collectively, a “Dispute”) will be resolved exclusively through binding individual arbitration, except as provided in Sections 17.4 and 17.5. You may elect to opt out of the arbitration agreement (including the class action waiver) within 30 days of the date you first use the Service. To opt out, you must send a written notice using the contact information provided stating your full name, the email associated with your account, your physical address, and that you are opting out of the arbitration agreement and class action waiver. If you opt out, this arbitration agreement and class action waiver will not apply, but the remainder of these Terms will continue to apply to you. Notwithstanding the agreement to arbitrate, either party may elect to bring an individual action in small claims court instead of arbitration, so long as: (a) the action remains in that court; (b) the action is not removed or appealed to a court of general jurisdiction; and (c) the claim advances only on an individual (non-class, non-representative) basis.
- b. **Governing Law.** The Federal Arbitration Act (FAA) governs the interpretation and enforcement of this arbitration agreement. For all non-arbitrable issues, the laws of your U.S. state of residence apply, without limiting any non-waivable consumer rights under applicable law.
- c. **Provider and Rules.** Arbitration will be administered by JAMS under the JAMS Consumer Arbitration Minimum Standards and the JAMS Streamlined Arbitration Rules, unless you and Nordhealth agree in writing to use JAMS Comprehensive Rules. If JAMS is unavailable, Nordhealth may select a substantially similar nationally recognized arbitration provider.
- d. **Notice and Filing Requirements.** Before initiating arbitration, a party must send the other a written Notice of Dispute, describing the claim and requested relief. If the parties do not resolve the dispute within 45 days, either may file arbitration.
- e. **Location and Format.** Unless the parties agree otherwise, the arbitration hearing will be conducted by video conference, or if the arbitrator requires an in-person hearing, in the county of your residence.

- f. **Fees.** You will be responsible for payment of the initial consumer filing fee. Nordhealth will pay any remaining fees required under the JAMS Consumer Minimum Standards. If the arbitrator determines that a claim or relief sought is frivolous or brought for an improper purpose, the arbitrator may award Nordhealth its costs and reasonable attorneys' fees to the extent permitted by applicable law.
 - g. **Individual-Only; No Class Actions.** To the fullest extent permitted by law, arbitration is on an individual basis only, which means: no class actions, no collective or representative actions, and no consolidation of claims are permitted without Nordhealth's written consent.
 - h. **Jury Trial Waiver.** To the extent permitted by law, you and Nordhealth waive any right to a jury trial, which applies only within this arbitration agreement.
 - i. **Delegation.** To the extent permitted by law, the arbitrator—not any court—has exclusive authority to resolve questions about the enforceability, interpretation, or scope of this arbitration agreement (other than as provided in Section 17.5).
- 17.2 **Non-U.S. Consumers.** If you do not reside in the United States, these Terms are governed by the laws of Finland, excluding its choice-of-law rules, in which case any Dispute will be resolved exclusively in the District Court of Helsinki, except as provided in Section 17.5.
- 17.3 **Consumer Rights.** Nothing in this Section 17 limits any non-waivable rights you may have under the laws of your jurisdiction. If any part of this Section 17 is held unenforceable, it will be enforced only to the maximum lawful extent, and the remainder will continue in full force.
- 17.4 **Mass Filing Procedures.** If, at any time, 25 or more similar demands for arbitration are asserted against Nordhealth or related parties by the same or coordinated counsel or entities ("**Mass Filing**"), these additional protocols shall apply:
- a. **Bellwether Staging.** The claims shall proceed in staged batches and not as a single consolidated action. The first batch shall consist of 10 claims (or 10% of the total claims, whichever is fewer), with the specific claimants determined by the arbitration provider (JAMS) or selected 50% by the claimants and 50% by Nordhealth. These "Bellwether Claims" shall proceed to arbitration and final award individually, while all other claims in the Mass Filing shall be stayed and suspended. No filing fees, case management fees, or arbitrator fees shall accrue or be owed for the suspended claims during this period.
 - b. **Mediation.** Following the resolution of the Bellwether Claims, the parties agree to engage in a global mediation for a period of at least 60 days to attempt to resolve the remaining claims based on the precedents set by the Bellwether Claims.
 - c. **Subsequent Batches.** If the parties are unable to resolve the remaining claims during mediation, the remaining claims shall proceed in subsequent batches of 50 claims at a time, adjudicated individually, until all claims are resolved.

- d. **Tolling.** For any claim that is suspended/stayed under this Section, any applicable statute of limitations shall be tolled (paused) from the time the initial demand is filed until that specific claim is selected for a batch and proceeds to arbitration.
- e. **Enforcement.** A court of competent jurisdiction shall have the authority to enforce this Section 17.4 and, if necessary, to enjoin the filing or prosecution of arbitrations that do not comply with these Mass Filing protocols.

17.5 **Injunctions.** Notwithstanding any other provision of these Terms, Nordhealth may bring an action in any court of competent jurisdiction to seek temporary, preliminary, or permanent injunctive or other equitable relief to protect its intellectual-property and proprietary rights.

17.6 **Survival.** This Section 17 will survive any termination or expiration of the Service or your account.

18. NOTICES AND CONTACT INFORMATION

Written notices from the Customer concerning these Terms or the Service shall be sent to the address or email address specified below or subsequently specified by Nordhealth:

Address:

Nordhealth Finland Oy
Business ID: 1733917-4
Address: Bulevardi 21, 00180 HELSINKI, FINLAND

Email: info@nordhealth.com

Nordhealth USA Inc. supports local administrative functions in the United States, but the Service is provided by Nordhealth Finland Oy.

If you are a California resident and wish to file a complaint, you may contact the **California Department of Consumer Affairs** at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, +1-800-952-5210 or www.dca.ca.gov.