

# Vet Managed Terms and Conditions

**Effective Date:** April 6, 2026

**Last Updated:** April 6, 2026

These Terms and Conditions (“Terms”) govern your access to and use of Vet Managed’s websites, software, hosted applications, subdomains, content, communications, and related services (collectively, the “Services”).

By accessing or using the Services, you agree to these Terms. If you are using the Services on behalf of a company, veterinary clinic, hospital, or other entity, you represent that you have authority to bind that entity to these Terms.

## 1. Eligibility and Authorized Use

The Services are intended for use by veterinary clinics, veterinary hospitals, mobile veterinary practices, and related veterinary businesses and organizations.

You must be at least 18 years old and legally able to enter into a binding agreement to purchase, subscribe to, or create an administrator account for the Services on behalf of yourself or the organization you represent.

If you are entering into these Terms on behalf of a veterinary clinic, hospital, or other entity, you represent and warrant that you have the authority to bind that entity to these Terms.

Authorized users of the Services may include owners, veterinarians, medical directors, practice managers, office managers, technicians, assistants, kennel staff, reception staff, interns, and other personnel approved by the customer. Some authorized users may be under 18 years of age. By permitting any such user to access the Services, the customer represents and warrants that it is responsible for that user’s access, supervision, and compliance with these Terms and applicable law.

The customer is responsible for ensuring that its use of the Services, and the use of the Services by its authorized users, complies with all applicable laws, regulations, professional obligations, workplace policies, and contractual requirements.

## 2. Accounts and Account Security

To access certain features of the Services, you may be required to create an account or be assigned login credentials by your employer, clinic, hospital, or other organization using the Services.

You are responsible for maintaining the confidentiality of your username, password, and any other authentication credentials used to access the Services. You may not share login

credentials with unauthorized persons or allow anyone else to access the Services using your account except as expressly permitted by the customer's internal policies and the functionality of the Services.

The customer is responsible for all authorized users added to its account, including employees, contractors, temporary staff, interns, and other personnel granted access to the Services. The customer is also responsible for assigning appropriate user roles, permissions, and access levels based on each user's job duties and authority.

You and the customer are responsible for ensuring that all account information is accurate, complete, and kept up to date at all times.

You must promptly notify Vet Managed at [Privacy@vetmanaged.com](mailto:Privacy@vetmanaged.com) if you become aware of any unauthorized access, suspected compromise of login credentials, suspicious account activity, or other security incident involving the Services.

Vet Managed may, in its discretion, require password resets, restrict access, suspend accounts, deactivate credentials, or take other protective action if we reasonably believe that:

- an account has been compromised;
- login credentials have been misused or shared inappropriately;
- an account is being used in violation of these Terms;
- a user's access creates a security, privacy, legal, or operational risk; or
- such action is necessary to protect the Services, customer data, or other users.

The customer remains responsible for all activity occurring under its accounts, except to the extent caused directly by Vet Managed's own breach of these Terms or failure to use reasonable safeguards.

Vet Managed is not responsible for losses arising from unauthorized access caused by stolen passwords, weak password practices, shared credentials, unsecured devices, or the customer's failure to properly manage user access.

### **3. Subscription Services**

Some parts of the Services may be provided on a paid subscription basis under an order form, proposal, invoice, or other separate commercial agreement.

Unless otherwise stated in a separate written agreement:

- subscriptions may be offered on a monthly or annual basis;
- subscriptions automatically renew for successive billing periods unless canceled before the next billing cycle;
- fees are due as invoiced;
- fees are non-refundable for the current paid period except where required by law or expressly stated in writing;

- if you cancel, your access will continue through the end of the then-current paid term;
- nonpayment may result in suspension or termination of access; and
- you are responsible for applicable taxes, excluding taxes based on our net income.

If there is a conflict between these Terms and a separately signed agreement with a customer, the signed agreement controls to the extent of that conflict.

#### **4. License**

Subject to these Terms and payment of all applicable fees, Vet Managed grants you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services for your internal business purposes during the applicable subscription term.

You may not:

- copy, modify, distribute, sell, lease, sublicense, or commercially exploit the Services except as expressly permitted;
- reverse engineer, decompile, or attempt to extract source code except to the extent such restriction is prohibited by law;
- use the Services to build a competing product or service;
- remove proprietary notices;
- use the Services in a way that interferes with or disrupts the platform; or
- access the Services for benchmarking or competitive analysis without our prior written consent.

#### **5. Customer Data**

As between the parties, the customer retains ownership of the data it submits to the Services (“Customer Data”).

You grant Vet Managed the rights necessary to host, process, transmit, back up, migrate, and otherwise use Customer Data as needed to provide, secure, support, and improve the Services in accordance with applicable agreements and our Privacy Policy.

You represent and warrant that you have all rights, permissions, and authority necessary to provide Customer Data to us and to allow us to process it on your behalf.

Upon request and after payment of all amounts due, Vet Managed will make Customer Data available in a commercially reasonable export format. Vet Managed does not guarantee that exported data will be formatted for immediate use in another platform without additional mapping, cleanup, or conversion.

If the Services include communications tools or client messaging features, Vet Managed will not communicate with a customer’s clients except as directed, configured, initiated, or authorized by that customer through the Services or related support and implementation processes.

If the customer elects to enable or use third-party integrations, the customer authorizes Vet Managed to share Customer Data as reasonably necessary to facilitate those integrations, subject to the customer's configuration choices and the applicable third-party services.

## **6. Acceptable Use**

You may not use the Services to:

- violate any law, regulation, or third-party right;
- upload or transmit malicious code, malware, or harmful content;
- attempt unauthorized access to systems, data, or networks;
- interfere with the performance, stability, or security of the Services;
- send spam or unlawful communications through the platform; or
- store or transmit content that is unlawful, infringing, defamatory, abusive, or fraudulent.

If the Services include email, SMS, reminders, campaigns, templates, forms, waivers, or other communications features, the customer is solely responsible for the legality, accuracy, content, timing, recipients, and use of those communications and materials, including compliance with applicable federal and state laws, consent requirements, notice requirements, and professional obligations.

We may remove content or suspend access if we reasonably believe use violates these Terms or creates legal, operational, or security risk.

## **7. Integrations and Third-Party Services**

The Services may interoperate with third-party services, platforms, or integrations. Vet Managed is not responsible for third-party services and does not warrant their availability, accuracy, security, or continued compatibility.

Your use of third-party services is governed by those third parties' own terms and privacy policies.

## **8. Intellectual Property**

Vet Managed and its licensors own all rights, title, and interest in and to the Services, including all software, technology, content, trademarks, logos, designs, documentation, and related intellectual property, excluding Customer Data.

Except for the limited rights expressly granted in these Terms, no rights are granted to you by implication, estoppel, or otherwise.

## **9. Feedback**

If you provide suggestions, ideas, enhancement requests, or other feedback relating to the Services, Vet Managed may use that feedback without restriction or compensation.

## **10. Confidentiality**

Each party may receive non-public information from the other party that is marked or reasonably understood to be confidential. The receiving party will use the other party's confidential information only as needed to perform under these Terms and will not disclose it to third parties except to employees, contractors, and advisors with a need to know and who are bound by confidentiality obligations.

Confidentiality obligations do not apply to information that is publicly available without breach, already known without duty of confidentiality, rightfully received from a third party, or independently developed.

## **11. Availability and Changes**

We may modify, update, suspend, or discontinue all or part of the Services at any time. We will use commercially reasonable efforts to avoid material disruption, but we do not guarantee uninterrupted or error-free operation unless separately stated in a signed service agreement.

## **12. Disclaimers**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." VET MANAGED DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

VET MANAGED DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED.

## **13. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VET MANAGED WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VET MANAGED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE AMOUNT PAID BY YOU TO VET MANAGED FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow certain limitations, so some of the above limitations may not apply.

## 14. Indemnification

You agree to defend, indemnify, and hold harmless Vet Managed and its officers, directors, employees, affiliates, contractors, and agents from and against claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- your use of the Services;
- your Customer Data;
- your violation of these Terms; or
- your violation of any law or third-party right.

## 15. Termination

We may suspend or terminate access to the Services if:

- you breach these Terms;
- payment is overdue;
- continued access poses a security, legal, or operational risk; or
- we are required to do so by law.

You may stop using the Services at any time, but termination does not relieve you of payment obligations already incurred.

Sections that by their nature should survive termination will survive, including provisions relating to fees owed, intellectual property, disclaimers, limitations of liability, indemnification, confidentiality, and dispute terms.

## 16. Data Migration and Onboarding

Vet Managed may offer standard data migration and onboarding services for a separate fee. Unless otherwise agreed in writing, the standard migration fee is **\$700**.

Migration timelines depend on the quality, format, completeness, and accessibility of the source data, as well as the customer's responsiveness, cooperation, and timely provision of information, files, credentials, and approvals.

If the customer causes substantial delay in the migration or onboarding process, Vet Managed may assess an additional delay fee of **\$2,000**.

The customer is responsible for reviewing migrated data promptly after delivery or launch and for verifying its accuracy, completeness, and usability. Because source systems, exports, field mappings, and legacy data quality vary, Vet Managed does not warrant that migrated data will

be complete, error-free, or identical to the source system, and Vet Managed is not responsible for inaccuracies, omissions, corruption, formatting issues, or other transfer-related issues in migrated data except to the extent caused by Vet Managed's gross negligence or willful misconduct.

## **17. Governing Law and Venue**

These Terms are governed by the laws of the State of Idaho, without regard to conflict of laws principles.

Any dispute arising out of or relating to these Terms or the Services shall be brought exclusively in the state or federal courts located in Ada County, Idaho, and each party consents to personal jurisdiction and venue in those courts.

## **18. Injunctive Relief**

You agree that a breach of the intellectual property, confidentiality, or acceptable use provisions may cause irreparable harm for which monetary damages may be inadequate. In such cases, Vet Managed may seek injunctive or equitable relief in addition to any other remedies available.

## **19. Changes to These Terms**

We may update these Terms from time to time. If we make material changes, we will post the updated Terms with a revised "Last Updated" date and may provide additional notice where required by law. Continued use of the Services after the effective date of updated Terms constitutes acceptance of the revised Terms.

## **20. Contact Information**

Questions about these Terms may be sent to:

### **Vet Managed**

3150 W Sheryl Dr

Meridian, ID 83642

[Privacy@vetmanaged.com](mailto:Privacy@vetmanaged.com)