

FEAR FREE CERTIFIED VETERINARY PRACTICE TERMS AND CONDITIONS

LAST UPDATED: January 2, 2024

ACCEPTANCE & ACKNOWLEDGEMENT: By participating in the Fear Free Veterinary Practice Certification Program (the “**Program**”), you agree to be bound by these terms and conditions (the “**Program Terms**”) as well as the terms set forth in our Program Manual Terms of Use, Privacy Policy, and other Guidelines and Policies, each as posted on <https://fearfreepets.com> (the “**Website**”) from time to time (the Program Terms, Program Manual, Terms of Use, Privacy Policy, and other Guidelines and Policies being collectively the “**Terms and Conditions**”), all of which are incorporated herein by reference. In the event of any express conflict between these Program Terms and any other portion of the Terms and Conditions, these Program Terms shall prevail.

1. Background. You are a veterinary practice that is already, or desires to become, a Fear Free Certified Veterinary Practice™ (a “**Certified Veterinary Practice**”). Through the Program, you will obtain a location specific practice-level product (“**Practice Product**”) that will give you the rights and benefits described in these Program Terms and the Program Manual. Each Practice Product is valid for a single location or office for a period of twelve (12) months. For sake of clarity, if you have more than one location or office, you must obtain a separate Practice Product for each such location or office to receive or participate in the Program Benefits described herein. References to “**you**,” “**your**,” or “**your practice**” shall be limited to mean the practice you maintain at the individual location or office for which the Practice Product was purchased.

2. Program Benefits. Practices that have purchased a Practice Product but that have not satisfied or are otherwise non-compliant with Fear Free, LLC’s (“**Fear Free**”) certification and recertification standards and requirements (the “**Certification Requirements**”) will be entitled during the term of Practice Product to receive those benefits described in Program Manual that are available to all enrollees in the Program without regard to their certification status (the “**Enrollee Benefits**”). Practices that have a valid Practice Product and have satisfied and remain compliant with the Certification Requirements will be entitled during the term of Practice Product to receive the Enrollee Benefits as well as certain additional benefits described in the Program Manual that are restricted to Certified Veterinary Practices (the “**Certified Veterinary Practice Benefits**”). For purposes herein, “**Program Benefits**” shall mean the Enrollee Benefits and, if applicable, the Certified Veterinary Practice Benefits. In connection with your receipt and use of any Program Benefits you agree to comply with all written policies, rules, and other requirements established by Fear Free in connection with the Program from time to time.

3. Practice Product Term. You must have an active Practice Product at all times to receive the Program Benefits. The term of your Practice Product will commence as of the date of your enrollment or renewal and will terminate on the twelve (12) month anniversary of the commencement date. Thereafter, your Practice Product will automatically renew for successive periods of twelve (12) month unless a notice of non-renewal is given by either party to the other, in writing, at least thirty (30) days prior to the expiration of the Practice Product term. It is your obligation and responsibility to continuously maintain an active Practice Product and failure to renew and pay for your Practice

Product by the renewal date will result in an immediate suspension or termination of your Program Benefits and, if applicable, may require you to recomplete and satisfy all or a portion of the Certification Requirements to restore your status as a Certified Veterinary Practice.

4. Practice Product Pricing. The pricing for Practice Products is determined by the number of full-time equivalent veterinarians working at the location for which the Practice Product is purchased as of the initial enrollment, and at each renewal thereafter. Annual pricing is set forth in the Program Manual and is exclusive of any taxes, duties or impost that may be imposed by a governmental body, which are your sole responsibility. All Practice Product fees shall be paid in full at the time of your enrollment or renewal (unless otherwise set forth in an invoice therefore). All Practice Product fees shall be deemed fully earned as of the commencement date of the Practice Product term and Fear Free shall have no obligation to refund any portion thereof regardless of reason. Fear Free may change the prices for the Practice Product from time to time, and any price changes will take effect at the start of the next renewal of your Practice Product. Unless otherwise provided in the Program Manual, your Practice Product will automatically renew annually, and the renewal cost charged to your form of payment on file with Fear Free unless either party provides written notice of non-renewal to the other no less than thirty (30) days prior to the annual renewal date.

5. Certified Veterinary Practice Requirements. To become and hold yourself out as a Certified Veterinary Practice:

- You must have an active Practice Product in good standing;
- You must have completed and satisfied each of the Certification Requirements, as confirmed in writing by Fear Free; and
- You and all members of your staff at the location must at all times comply with the Fear Free Veterinary Practice Standards (the “**Practice Standards**”).

You acknowledge and agree that being recognized as a Certified Veterinary Practice is a privilege afforded only to practices that fully satisfy the Certification Requirements and there are no assurances that you will achieve or maintain the status of a Certified Veterinary Practice notwithstanding your purchase of a Practice Product.

6. Recertification Requirements. Once attaining the status of a Certified Veterinary Practice, you must recertify your practice

every three (3) years to maintain your status as a Certified Veterinary Practice. Fear Free reserves the right to modify the Certification Requirements and Practice Standards at any time, and such changes will take effect immediately provided that no existing Certified Veterinary Practice will be responsible for complying with any new or additional Certification Requirements until its next recertification.

7. Practice Documentation. In connection with the certification and recertification processes, you may be asked or required to provide pictures, video and audio recordings, patient files, and other sensitive information to Fear Free (“**Practice Documentation**”). It is your responsibility to obtain the written consent on behalf of each person and patient appearing or identified in the Practice Documentation to share the information with Fear Free. In addition, it is your responsibility to redact any personal identifying or confidential information from the Practice Documentation prior to submitting it to Fear Free. By submitting Practice Documentation to Fear Free, you certify, represent, and warrant that you have obtained all necessary consents and approvals required, and have the right and authority, to share the Practice Documentation with Fear Free. All Practice Documentation provided to Fear Free shall become the property of Fear Free. Fear Free will not use the Practice Documentation for any purpose other than completing and documenting its evaluation of your practice without obtaining your prior written consent. If Fear Free notifies you that it would like to use an image or other media included in the Practice Documentation for a purpose other than completing and documenting its evaluation of your practice, you agree you will use your best efforts to assist Fear Free in obtaining such permissions and consents as may be necessary for such proposed use.

8. Limited License. The terms “Fear Free ™,” “Fear Free Certified Veterinary Practice™,” and all derivatives thereof, together with any other trademarks, service marks, logos, badges, plaques, and other identifying information provided by Fear Free to you to identify you as a Certified Veterinary Practice (collectively the “**Certification Marks**”) are the sole and exclusive proprietary property of Fear Free. To the extent you become a Certified Veterinary Practice as confirmed in a writing by Fear Free, you will receive a limited, conditional, revocable, non-exclusive, non-transferable, worldwide license for the term of your Practice Product (subject to your recertification obligations) to use the Certification Marks for the sole purpose of identifying your practice as a Certified Veterinary Practice. Upon no less than thirty (30) days advance written notice to you, Fear Free may substitute alternative marks for any or all Certification Marks. Upon Fear Free’s written request, you agree you will discontinue using all phased-out Certification Marks and will be responsible at your sole cost and expense for updating all materials that incorporate the phased-out Certification Marks. You agree you will not modify, alter, or create any derivative works based on the Certification Marks without the prior written consent of Fear Free. Notwithstanding anything herein, you agree that Fear Free may, at any time upon written notice to you, revoke, suspend, and/or terminate any or all of the rights or licenses granted herein if, in the reasonable discretion of Fear Free, you misuse

any of the Certification Marks, cause Fear Free any loss of goodwill, or breach any other provisions of the Terms and Conditions. Without limitation of the foregoing, your license and right to use Certification Marks, if applicable, will terminate immediately and without notice upon: (i) lapse of your Program Product; (ii) lapse of your certification period (unless you have successfully completed your recertification within the prescribed time), or (iii) your breach or violation of any of the Certification Requirements or Practice Standards. Use of the Certification Marks at any time when you are not authorized to do so is a material breach of these Terms and Conditions. You agree to indemnify and hold Fear Free harmless from any and all losses, claims, damages, suits, demands, causes of action, costs and expenses (including without limitation attorneys’ fees and legal costs) arising or relating in any way to your breach of this provision of these Program Terms.

9. Violation of Certification Requirements or Practice Standards. In the event Fear Free becomes aware of an alleged violation of the Certification Requirements or Practice Standards, Fear Free will in its sole discretion have the right to revoke your status as a Certified Veterinary Practice and/or cancel your Practice Product without refund. In addition, if Fear Free becomes aware of any patient safety concerns, Fear Free reserves the right by written notice to you to immediately suspend your status as a Certified Veterinary Practice and rights to receive the Program Benefits until the matter is otherwise resolved to Fear Free’s satisfaction. In the event of a revocation or suspension, you agree you will not be entitled to any refund or credit unless otherwise agreed in writing by Fear Free, and you must cease holding yourself out as a Certified Veterinary Practice.

10. Modification. Occasionally Fear Free may, in its discretion, make changes to the Program Terms, the Program Manual, and other Terms and Conditions by posting such materials to the Website. By continuing to access and use the Program Benefits after those changes are made, you will be deemed to have accepted and ratified those changes.

11. Confidentiality. Each party agrees that it will not at any time hereafter, use or communicate to any person (except to its professional representatives or advisers or as may be required by law or regulatory authority), any confidential information regarding the business or affairs of the other party which may come to its knowledge. Each of the parties shall take reasonable precautions to prevent the publication or disclosure of any confidential information concerning such matters.

12. General. The Terms and Conditions constitute the entire agreement between the parties and extinguishes any previous agreements or arrangements concerning the Program. No waiver of any of the provisions of these Terms and Conditions shall be effective unless in writing and signed by Fear Free. You may not assign any of your rights or obligations under these Terms and Conditions without the express written consent of Fear Free. The terms, covenants and conditions hereof shall fully and completely bind your heirs, executors, administrators, legal representatives, successors, and permitted assigns as if they had been specifically mentioned in each of said terms, covenants and conditions.