

## STANDARDS TERMS AND CONDITIONS CARDIACVET INC

Unless otherwise agreed in an agreement signed by CARDIACVET Inc., radiograph, echocardiogram, ECG, Holter, ultrasound, and internal medicine/cardiac consulting services provided by CARDIACVET to you, the client, are subject solely to the terms and conditions stated herein and in any terms appearing on the back of our invoices to you. The terms and conditions stated herein control in the event of any conflict.

**Confidentiality.** CARDIACVET agrees to maintain in confidence all of your proprietary and nonpublic materials, data, reports, plans, and records, as well as technical and other information and to use such confidential information only for the purpose of performing analyses of data and providing reports on our findings to you. CARDIACVET shall protect your confidential information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as CARDIACVET uses to protect its own confidential information of a like nature. In any instance where information is subpoenaed by, and must be released to, a governmental agency, or is otherwise required to be disclosed pursuant to law or regulation, you will be promptly notified. You agree not to use the CARDIACVET or THECARDIACTECH or THECARDIACVET names and/or data in any manner that might cause harm to CARDIACVET Telemedicine Consultants or CARDIACVET Inc.'s reputation and/or business. Under no circumstances is the name of CARDIACVET to be published—either alone or in association with that of any other party—without its approval in writing.

**Payment terms.** All fees are charged or billed directly to you. For clients with CARDIACVET-approved credit, our standard terms are net 30 days, after which time we reserve the right to charge a 1.5% per month late charge or the maximum amount permitted by law (if less) on all unpaid balances. CARDIACVET may change payment terms at any time or revoke any credit previously extended. Any extension of payment beyond CARDIACVET's standard terms must be agreed to in writing. CARDIACVET reserves the right to cease all work if you do not pay your invoice(s). If you default in payment for services rendered, you are responsible for reasonable collection and/or legal fees.

**Delivery of results.** Upon timely delivery of radiograph, echocardiogram, ECG, Holter, ultrasound, or data, image data, or other patient data, CARDIACVET will use commercially reasonable efforts to meet standard turnaround times. CARDIACVET will advise you of data that we receive that is corrupted or incomplete or that otherwise does not meet our quality requirements. CARDIACVET assumes the risk of loss or damage to a data package at the time possession of the data package is delivered to a CARDIACVET employee. Stated turnaround times are based on time of receipt of data by CARDIACVET and are subject to specialist availability.

**Quality assurance.** CARDIACVET will perform services consistent with its quality assurance standard operating procedures. It shall be your exclusive responsibility to confirm that CARDIACVET's standard practices will meet your needs before placing any order for work.

Retention of reports. Unless otherwise agreed in writing, CARDIACVET shall retain copies of consultation reports for a period of one (1) year, after which the reports may be destroyed.

Limited warranty and limits of liability. In accepting consulting work, CARDIACVET warrants that it shall provide services in a professional manner using qualified personnel. EXCEPT AS STATED IN THIS LIMITED WARRANTY, CARDIACVET MAKES NO OTHER WARRANTY, REPRESENTATION, OR CONDITION, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND THERE IS NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. CARDIACVET does not assume, nor does it authorize any employee, agent, distributor, or other person to assume for it, any other liability in connection with its services. If you qualify as a “consumer” under applicable law, then you may be entitled to any implied warranties allowed by law, limited to the period of the express warranties and the remedies set forth in this limited warranty. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

CARDIACVET IS NOT LIABLE FOR FAILURE TO PERFORM DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. UNDER NO CIRCUMSTANCES WILL CARDIACVET BE LIABLE TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFIT OR USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF GOODWILL, DATA, OR EQUIPMENT OR FOR BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF OUR SERVICES OR FAILURE OR DELAY IN DELIVERING SUCH SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, CARDIACVET’s total liability to you in connection with any work described herein for any and all injuries, losses, expenses, demands, claims, or damages whatsoever arising out of, or in any way related to, the work herein covered, from any cause or causes, shall not exceed an amount equal to the lesser of (a) damages suffered by you as the direct result thereof, or (b) the total amount paid by you to CARDIACVET for the consultation. We accept no legal responsibility for the purposes for which you use the consultation results. Some jurisdictions do not allow the exclusion or limitation of special, incidental, consequential, indirect, exemplary, punitive, or multiple damages or the limitation of liability to the actual price paid for the product or service, so the above limitations may not apply to you. CARDIACVET’s limited warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction. CARDIACVET shall not accept any purchase order or other order for work that includes any conditions that vary from the above described Standard Terms and Conditions, and CARDIACVET hereby objects to any conflicting terms contained in any acceptance or order submitted by you.

Equal opportunity/affirmative action notice. CARDIACVET is an equal opportunity/affirmative action employer and complies with all the regulations of executive order 11246 and the regulations promulgated thereunder.

Collection and use of personal information. CARDIACVET collects your personal information in order to provide you with the products and services you request, to inform you about products or services that we think may be of interest to you, and for other limited purposes. CARDIACVET may disclose personal information to third parties in certain circumstances, including as needed to fulfill your requests or otherwise in accordance with our privacy policies. CARDIACVET does not disclose personal information to third parties for their own marketing purposes. Please note that your information may be stored and processed in the United States, countries of the European Union, and elsewhere. Full information about CARDIACVET's privacy policies can be viewed at [CARDIACVET.com](http://CARDIACVET.com). If you do not want to receive unsolicited commercial information, please contact CARDIACVET by telephone at 323-393-0616 or by email at [thecardiavet@gmail.com](mailto:thecardiavet@gmail.com). Incoming telephone calls to CARDIACVET may be monitored for training purposes only.

Governing law; venue; waiver of jury trial. This Agreement and the transactions contemplated hereby, and all related disputes between the parties under or relating to this Agreement, whether in contract, tort, or otherwise, shall be governed by the laws of the State of California, without reference to conflict of laws principles, and any related legal actions must be brought in the court of appropriate jurisdiction in the State of California, which shall have exclusive jurisdiction (except that either of us may bring an action for an injunction or similar equitable relief against the other in any proper jurisdiction). You hereby waive any claim of lack of jurisdiction or inconvenient forum. **YOU AND WE WAIVE TRIAL BY JURY IN ANY LEGAL ACTION BY OR AGAINST US IN SUCH LEGAL ACTIONS.** We each further waive any claims against the other for multiple, punitive, or exemplary damages in any legal actions relating to this Agreement. The prevailing party in any such legal actions shall be entitled to an award of its reasonable legal fees and costs.