

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

1. GENERAL

These terms of use apply to the use of the booking portal service ("**Service**"), which functions as a search and booking system for veterinary services, between the user of the Service ("**Customer**") and Nordhealth Finland Oy ("**Nordhealth**"), the provider of the Service. By using the Service, the Customer accepts these terms as well as any other terms approved in connection with the activation or use of the Service ("**Terms**").

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 of the applicable terms relating to such services.

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 Customers as a public feature of the Service without registration. Other features of the Service, however, require that the Customer is logged 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 as further detailed in Section 14. 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, and enhance user safety and data security, as deemed necessary.

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 other additional features which may vary from time to time.

Veterinarian and Clinic profile pages and the search function are publicly accessible to all users of the Service. The Service discloses information on the key variables that determine the order in which results are displayed to the user following a search query, as well as the relative importance of these key variables compared to other variables.

Use of the appointment booking function requires that the Clinic providing veterinary services has enabled appointment booking, and that the Customer is logged in to the Service.

The full version of the Service also includes a feature whereby a logged-in Customer may leave reviews in the Service concerning a Veterinarian, a Clinic, and the veterinary services provided. To use the review function, the Customer is verified in a manner that ensures reviews can only be submitted in respect of a Veterinarian or Clinic whose services the Customer has actually used.

Nordhealth informs the Customer of changes to the Service, its features, usability, and/or applicable terms, depending on the nature of the change, either when the Customer logs in to the Service or by sending a customer communication to the email address provided by the Customer. 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 provided 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. By submitting a review or other content to the Service, the Customer confirms and warrants that the content is not illegal, discriminatory, offensive, threatening, obscene, defamatory, or otherwise contrary to good practice. The Customer agrees that their reviews may be displayed publicly on the website in connection with the review function and otherwise for marketing purposes. Nordhealth reserves the right to change, edit, or remove content, reviews, and/or other features of the Service.

By submitting reviews or other content, you grant Nordhealth a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to host, store, reproduce, modify, publish, and display such content for operating, improving, and promoting the Service. Nordhealth may remove or refuse to display any content that violates these Terms or applicable law.

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 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. 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 is committed to ensuring that the prices indicated in the Service are accurate and correspond to the prices otherwise publicly communicated and charged from their veterinary service customers.

Payments for veterinary services, if processed through the Service, may be handled by a third-party payment processor. Nordhealth does not store payment card details and is not responsible for any payment processing errors, fees, chargebacks, or taxes applicable to veterinary services.

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 is not the merchant of record for veterinary services and is not responsible for processor fees, chargebacks, refunds, or tax reporting. Clinics and Veterinarians are solely responsible for all taxes, surcharges, and compliance with applicable billing/receipt requirements.

8. FUNCTIONALITY AND TECHNICAL SUPPORT

Nordhealth does not guarantee that the Service will be error-free or interrupted. The Service may experience malfunctions, interruptions, or limitations due to maintenance operations or other disruptions. Nordhealth will notify of errors and their expected correction schedule, for example through the Service, by email, or in another manner it deems appropriate. If the Customer encounters technical issues in using the Service, the Customer may contact technical support by email. Up-to-date technical support contact information is available in the Service.

A defect exists in the Service if it materially deviates from the service description and such deviation affects use of the Service, provided the defect is not an ordinary disruption or limitation as described above, nor caused by accident, misuse, Force Majeure (as defined below), or unauthorized modifications. Nordhealth will correct the defect or re-perform the defective service at no cost to the Customer. Nordhealth has

the right to decline correction if it cannot be performed without unreasonable costs or unreasonable inconvenience to Nordhealth.

9. NORDHEALTH'S LIABILITY

DISCLAIMER; LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NORDHEALTH 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, EVEN IF ADVISED OF THE POSSIBILITY.

NORDHEALTH'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) USD 100 OR (B) THE FEES (IF ANY) PAID BY THE CUSTOMER FOR THE SERVICE DURING THE SIX (6) MONTHSPRECEDING THE EVENT GIVING RISE TO LIABILITY.

Some jurisdictions do not allow certain exclusions or limitations; to that extent, the above may not apply. Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by applicable law, including liability for gross negligence or willful misconduct.

For the avoidance of doubt, Nordhealth is not liable for breaches of contract or other obligations related to the provision of veterinary services by a Veterinarian or Clinic.

For clarity, the Service may contain links to third-party websites not controlled or maintained by Nordhealth. Nordhealth is not responsible for the content, materials, use, or applicable terms of such third-party websites.

10. PERSONAL DATA AND DATA SECURITY

10.1 Personal Data

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 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 processing and transfer to the EEA or other jurisdictions where Nordhealth operates, with appropriate safeguards.

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

This agreement does not transfer intellectual property rights related to the content of the Service. Nordhealth grants the Customer a limited, non-exclusive, and non-transferable right to use the Service and its content for the purpose of providing the Service to the Customer.

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 for the prevention of error situations. This right remains valid indefinitely after termination of the agreement, subject to applicable 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 this Agreement and fails to remedy such breach within a reasonable time after notice from Nordhealth.

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 transfer their rights or obligations under these Terms to a third party.

Nordhealth has the right to transfer its rights, obligations, and/or receivables under these Terms, in whole or in part, to a third party. Following notice of such assignment of receivables, valid payment may only be made to the transferee.

15. AMENDMENTS

Nordhealth has the right, from time to time, to amend these Terms and the Service by notifying the Customer within a reasonable period prior to the date the amendments take effect. Nordhealth may at any time make changes to the Service provided under these Terms that are due to (i) maintaining or improving the functionality or security of the Service, (ii) legal or regulatory obligations, (iii) prevention of damage or misuse, or (iv) changes in Nordhealth's business (such as introduction of new features to the Service).

If an amendment adversely affects the Customer's ability to access or use the Service, or imposes additional costs on the Customer, the amendment will take effect four (4) weeks after the Customer's receipt of the amendment notice. By continuing to use the Service, the Customer accepts the amendments.

Notice of material amendments may be delivered electronically, including by email or through in-app notifications. Continued use of the Service following such 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.

You may withdraw consent to electronic notices by contacting us (Section NOTICES AND CONTACT INFORMATION); if you do so, we may need a mailing address to continue providing required notices. We recommend you save or print a copy of these Terms and any notices for your records.

16. 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 notified 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**.

17. GOVERNING LAW AND DISPUTE RESOLUTION

US Consumers. If you are a consumer residing in the United States, the Federal Arbitration Act (FAA) governs the interpretation and enforcement of the arbitration agreement below, and the law of your state of residence applies to the extent not pre-empted by the FAA and without limiting any non-waivable consumer rights under applicable law. The Finland choice-of-law and Helsinki court provisions do not apply to US consumers for claims covered by the arbitration agreement.

Subject to the above, these Terms are governed by the laws of Finland, excluding its choice-of-law provisions.

Any disputes arising from these Terms or the use of the Service shall be settled in the District Court of Helsinki.

Nothing here limits any non-waivable consumer rights under your U.S. state's law.

Class/Jury Waiver. To the fullest extent permitted by law, proceedings are individual only (no class/representative actions) and jury trial is waived.

IP Carve-Out. Nordhealth may seek injunctive/equitable relief in court to protect its intellectual-property or proprietary rights.
