

1. ACCEPTANCE OF TERMS

Welcome to Veterinary Internet Pharmacies, Inc. (VIP). VIP provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: <http://www.vetinternetpharmacies.com/tos>.

2. DESCRIPTION OF SERVICE

VIP currently provides veterinarians with "turnkey" Internet Pharmacies including the necessary web-hosting and e-mail hosting services (the "Service"). You also understand and agree that if you accept any special offers from manufacturers (such as rebates) to help cover the cost of the Service that the Service may include advertisements &/or logos from that manufacturer. You also understand and agree that the service may include certain communications from VIP to you, such as service announcements, administrative messages and the VIP Newsletter, and that these communications are considered part of VIP membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that VIP assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service (such as dial-up, DSL, Cablemodem, etc.) and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or VIP has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, VIP has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

4. VIP PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify VIP of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. VIP cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. HOSTING AND E-MAIL

VIP will provide web-hosting and e-mail service (up to one account) required to utilize the Service. You may use an existing e-mail account instead of using the one assigned to you, but VIP must host the store. The store is not available for hosting off our servers. Hosting and other related services may be provided by VIP and/or a 3rd-party of VIP's choosing.

7. INTERNATIONAL USE

This Service is not intended for international use and no support is provided for such use.

8. SUPPORT

VIP agrees to provide reasonable support for the maintenance of your store. Servers are monitored 24/7.

9. INDEMNITY

You agree to indemnify and hold VIP, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

10. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your VIP I.D.), use of the Service, or access to the Service. Especially, you may not export, resale, or use outside of VIP's systems the data or photos provided for use on your site.

11. PRODUCT DATABASE

You understand and agree that the product database including all images and descriptions are property of VIP and may not be used for any other purpose and that VIP will not be held liable for incorrect images and/or descriptions.

12. MODIFICATIONS TO AND SUSPENSION OF SERVICE

VIP reserves the right at any time and from time to time to modify or temporarily suspend the Service (or any part thereof) with or without notice. You agree that VIP shall not be liable to you or to any third party for such down time.

13. TERMINATION

You agree that VIP may, under certain circumstances and without prior notice, immediately terminate your VIP account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) extended periods of inactivity. Termination of your VIP account includes (a) removal of access to all offerings within the Service, including but not limited to VIP Mail shopping-cart access, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations for cause shall be made in VIP 's sole discretion and that VIP shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the Service.

14. DEALINGS WITH 3rd-PARTIES

If you accepted any special offers from a 3rd-party (such as a manufacturers rebate offer) it may include its own Terms and Conditions or Terms of Service. In cases of conflict between VIP's TOS and that of the 3rd-party, the 3rd-party's TOS shall prevail provided the 3rd-party is a sponsor of the service, otherwise VIP's TOS will prevail.

15. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources.

16. VIP 'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by VIP or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

VIP grants you a personal, non-transferable and non-exclusive right and license to use this service and the

required software and hardware; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by VIP for use in accessing the Service.

17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VIP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

VIP MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VIP OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT VIP SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF VIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

20. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

21. NOTICE

VIP may provide you with notices, including those regarding changes to the TOS, by either email, regular mail, or postings on the Service.

22. TRADEMARK INFORMATION

The VIP logo and those of sponsoring manufacturers are trademarks and service marks of their respective companies. Without VIP 's prior permission, you agree not to change the display of or use in any manner inconsistent with this TOS.

23. GENERAL INFORMATION

Entire Agreement. The TOS constitute the entire agreement between you and VIP and govern your use of the Service, superceding any prior agreements between you and VIP . You also may be subject to additional terms and conditions that may apply when you use or purchase certain other VIP services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and VIP shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and VIP agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Suffolk, New York.

Waiver and Severability of Terms. The failure of VIP to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your VIP account is non-transferable and any rights to your VIP I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.