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## Privacy Policy

Protecting your private information is a top priority for ZyVet Animal Health Inc. (“ZyVet” or “we” or “us”). This Privacy Policy governs our information collection and usage and applies to all ZyVet online or digital services activities, including, but not limited to, <https://zyvetusa.com/>, our other websites, social media sites, and any mobile applications (collectively, the “Services”). By using the Services, you consent to the data practices described in this policy. IF YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY POLICY, THEN PLEASE DO NOT USE ANY OF THE SERVICES.

### **Information We Collect**

When you use the Services, we may collect Personal Information about you. Personal Information is any information associated with or used to identify or contact a specific person (“Personal Information”). Personal Information includes: (1) contact data (such as e-mail address, telephone number and employer); (2) demographic data (such as gender, date of birth and zip code); and (3) certain Usage Data (defined below).

Certain subsets of Personal Information, such as information about health or medical status (pursuant to all applicable laws), are characterized as sensitive (collectively, “Sensitive Personal Information”) and may be subject to stricter regulation and consent requirements than other information. Before providing it to us, we urge you to carefully consider whether to disclose your Sensitive Personal Information. If you do provide Sensitive Personal Information to us, you consent to its use and disclosure for the purposes and in the manner described in this Privacy Policy.

“Usage Data” is information about an individual’s activity on or through the Services that, by itself, does not identify the individual, such as browser type, operating system and webpages visited.

We do not consider Usage Data as Personal Information because Usage Data by itself usually does not identify an individual.

If different types of Usage Data and Personal Information are linked together and, once linked, identify an individual person, Usage Data in such limited scenarios may be considered Personal Information.

### **Collection of your Personal Information**

We may collect Personal Information in the following ways:

- Directly from you when you voluntarily provide to us,
  - If you contact us or use the Services to ask questions or report problems regarding your experience in using one of our products, we may use the information you provide in submitting reports to the U.S. Food and Drug Administration and as otherwise required of us by law. We also may use the information to contact the prescribing physician to follow up regarding an event involving use of our product.

- If you are a healthcare professional or an institutional healthcare provider, you are responsible for obtaining any legally required authorization, consent or other permission from your patients prior to providing their Personal Information to us through the Services. By submitting any Personal or other Information about a patient, you represent and warrant to us that you have obtained all required permissions to do so.
- Automatically as you navigate through the Website. This information may include, without limitation:
  - Your IP addresses, unique device identifiers, cookie identifiers, hash identifiers, device and browser settings and information, and internet service provider information.
  - Information about your device and its internet connection, browsing activity, operating system, and browser type.
  - Details of your visits to the Website, including traffic and usage data, geolocation data, and other communication data and the resources that you access and use on the Website.
  - Information relating to your engagement with the content on the Website and other usage details.

This information is used for the operation of the Services, to maintain quality of the Services, and to provide general statistics regarding use of the Services.
- From certain third parties.
  - Third parties that assist us with our business operations may collect and use information through the Services and also may share the collected information with us. For example, our vendors may collect and share information with us to analyze use of the Services, to help us detect and prevent fraud and to improve user experience.

### **Use of your Personal Information**

We may use information that we collect about you or that you provide to us, including Personal Information:

- To provide you with information regarding our products, services, and other information, and to improve the experience for users of the Services, to maintain proper business functions, and to engage with you and others.
- To respond to you, such as when you complete a form on our website.
- To personalize your experience with us, including to present our website and its contents to you, remember your interests and preferences, and customize your experience.
- For analytics, to understand how you use our Services, track certain activity on and off our website, including by identifying the different websites you visit to understand how you search, and to determine the methods and devices used to access the Website and improve the Website.
- For our business purposes, such as operating and improving upon our business, maintaining our programs, contacts, and records, determining your satisfaction with our website, detecting, and preventing fraud or misuse of our website and related services, and for any other legitimate business purpose.

- For legal and safety purposes, such as defending or protecting us, our customers, you, or third parties, from harm or in legal proceedings, protecting or enforcing our rights, protecting our security and the security of our customers, employees, and property, responding to legal process, or addressing legal and regulatory compliance.
- In connection with a merger, sale, acquisition, divestiture, restructuring, reorganization, dissolution, bankruptcy or other change of ownership or control by us or any affiliated company (in each case, whether in whole or in part). When one of these events occurs, we will use reasonable efforts to notify users before information is transferred or becomes subject to different privacy practices.
- To fulfill any other lawful purpose for which you provide your information.
- To notify you about changes to the Services or any products or services we offer or provide though it.
  - In any other way we may describe when you provide the information.
  - For any other purpose with your consent.

### **Sharing Information with Third Parties**

Under no circumstances do we sell your Personal Information. We do not share any portion of your Personal Information with any third party for direct marketing purposes. We may disclose aggregated information about our users, that does not identify any individual or household, without restriction, for any lawful purposes. We also may disclose Personal Information:

- To our subsidiaries and affiliates.
- To respond to specific inquiries from individuals who visit our website, voluntarily provide us with Personal Information, and request a response from us.
- To contractors, service providers, and other third parties we use to support our business and who are bound by contractual obligations to keep confidential and use Personal Information only for the purposes for which we disclose it to them, such as to store or host website content or to optimize the content, design, and function of the website.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, liquidation, reorganization, dissolution, or other sale or transfer of some or all of our assets.
- To comply with any court order, law, or legal process, or to assist with the same, including to respond to any government or regulatory request.
- If we believe in good faith that disclosure is necessary or appropriate to protect the rights, property, or safety of our and/or its affiliates, employees, our customers, or others.
- To fulfill any other purpose for which you expressly provide Personal Information.
- For any other purpose disclosed by us when you provide Personal Information.
- With your express consent.
- For any other lawful purpose.

## **Careers**

If you submit personal data in connection with job opportunities via our Services, we will use and disclose the data to process your application (including to contact you and/or your references and former employers if appropriate), to monitor recruitment statistics, and to comply with government reporting requirements. We also retain statistical information about applicants to help with our recruitment activities. We will process this information based on our legitimate interest in evaluating job candidates or, when you provide us with Personal Information, based on your consent.

## **Use of Cookies**

Our website(s) may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. For example, if you personalize ZyVet pages, or register with a ZyVet site or services, a cookie helps us to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same ZyVet website, the information you previously provided can be retrieved, so you can easily use the ZyVet features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the ZyVet services or websites you visit.

## **Data Security**

We have implemented appropriate measures designed to protect the security of your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure. However, the transmission of information via the internet cannot be guaranteed. Although we reasonably strive to protect your Personal Information, we cannot guarantee the security of Personal Information transmitted to the Services or transmitted between you and us via electronic mail. We are not responsible for any interception or interruption of any communications or for changes to or losses of data through the internet. Any transmission of Personal Information is at your own risk.

## **Links**

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

## **Right to Deletion**

Depending on your jurisdiction, you may have the right to request that we:

- Delete your Personal Information from our records; and
- Direct any service providers to delete your Personal Information from their records.

Please note that we may not be able to comply with requests to delete your Personal Information if it is necessary to:

- Complete the transaction for which the Personal Information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

## **Children**

The Services are not intended for use by people under the age of 18. We do not knowingly collect information from persons under the age of 18. If you are under the age of 18, you must ask your parent or guardian for permission to use this website.

Consistent with the requirements of the Children's Online Privacy Protection Act (COPPA), if we learn that a child under age 13 has provided Personal Information to or through the Services without first receiving his or her parent's verified consent, we will use that information only to respond directly to that child (or his or her parent or legal guardian) to inform the child that he or she cannot use the Services and subsequently we will dispose of such Personal Information in accordance with this Privacy Policy.

If you believe we may have any information from or about a child under age 13, please contact us using the contact information at the end of this Privacy Policy.

### **E-mail Communications**

From time to time, ZyVet may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication.

### **Changes to this Statement**

ZyVet reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat Personal Information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our website, and/or by updating any privacy information. Your continued use of the Services after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by that Policy.

### **Retention**

We will only retain your personal data for as long as necessary to fulfil the purposes for which it was collected, including for the purposes of satisfying legal, accounting, or reporting requirements. In some circumstances we may anonymize your personal data (so that it can no longer be associated with you) in which case we may use this information indefinitely without further notice to you.

### **Your California Privacy Rights**

This privacy notice for California residents supplements the information contained in the Privacy Policy and applies solely to visitors, users, and others who reside in the State of California (“consumers”). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (“CCPA”) and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this notice.

Our website collects information that falls within the scope of CCPA because it identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device (“PI”). PI as described in this policy does not include any information not included within the scope of CCPA. The purpose for which we may use or disclose the PI we collect depends on the relationship or interaction with the consumer, and will only be processed in accordance with applicable law. We may use the PI we collect for one or more of the following business purposes:

- To provide you with information that you request from us.
- To improve our website and present its contents to you.
- For testing, research, analysis and product development.
- As necessary or appropriate to protect the rights, property or safety of us, our clients or others.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.

The CCPA provides consumers with specific rights regarding their PI. This section describes your CCPA rights and explains how to exercise those rights.



### **Right to Know and Data Portability**

You have the right to request that we disclose certain information to you about our collection and use of your PI over the past 12 months. Once we receive your request, confirm your identity, and confirm that we have collected your PI, we will disclose to you the categories of PI we have collected about you, the sources for the PI we have collected about you, our business or commercial purpose for collecting that PI, and the categories of third parties with whom we share that PI, if any.

Also, if we disclosed your PI for a business purpose, we will provide a list identifying the PI categories that each category of recipient obtained and the specific pieces of PI we collected about you (also called a data portability request).

### **Right to Delete**

You have the right to request that we delete any of your PI that we collected from you and retained, subject to certain exceptions. Once we receive your request and confirm your identity, we will review your request to see if an exception allowing us to retain the information applies. If such an exception applies, we may deny your deletion request.

We will delete or deidentify PI not subject to an exception from our records and will direct our service providers to take similar action.

### **Exercising Your Rights to Know or Delete**

To exercise your rights to know or delete described above, please submit a request by either emailing us or calling us at the address or number listed at the end of this Privacy Policy. Please include the words “CCPA Data Right Request” in the subject line of your email. Only you, or someone legally authorized to act on your behalf, may make a request to know or delete related to your PI. You may also make a request to know or delete on behalf of your child. You may only submit a request to know twice within a 12-month period. Please describe your request with enough detail to allow us to properly, understand, evaluate and respond to it. Your request to know or delete must provide sufficient information that allows us to reasonably verify you are the person about whom we have collected PI or an authorized representative, which must include your first and last name, email address, and zip code. We may ask you to submit additional evidence to prove your identity. The evidence we may request from you, and the degree of certainty we will require to reach regarding your identity and the authenticity of your request will depend upon the nature of your request. We cannot respond to your request or provide you with PI if we cannot verify your identity or authority to make the request and confirm the PI relates to you. We will only use PI provided in the request to verify the requestor’s identity or authority to make it.

### **PI Sales Opt-Out and Opt-In Rights**

You have the right to direct us to not sell your PI at any time.

To exercise the right to opt-out, you (or your authorized representative) may contact us at the email address, phone number, or mailing address listed below.

Please note, that under no circumstances does ZyVet sell your PI or share it or any portion thereof with any third party for direct marketing purposes.

**Non-Discrimination**

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not deny you goods or services, charge you different prices or rates for goods or services, or provide you a different level or quality of goods or services.

**Contact Information**

ZyVet welcomes your questions or comments regarding this Privacy Policy. If you believe that ZyVet has not adhered to this Privacy Policy, please contact ZyVet at:

ZyVet Animal Health Inc.  
73B Route 31 North  
Pennington, New Jersey 08534

Email Address:  
Compliance@zydususa.com  
Telephone number:  
609-998-3800

Effective as of August 24, 2022