

VETSDIGITAL TERMS

1. Definitions

1.1 In these terms the following words have these meanings:

Agreement: these Terms and the Proposal;

Budget: the amounts (if any) set out on the Proposal for third party fees and expenses.

Charges: the charges set out for Services in the Proposal;

Content: images, copy or videos provided by you;

Data Protection Legislation: the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and the Data Protection Act 2018, as amended or updated from time to time, in force in the UK.

Information Plugins: the series of client information content plugins provided by VetsDigital for clients to make available on their own websites;

Proposal: VetsDigital's proposal to provide Services (however named), including all agreed written amendments;

Services: the services listed in the Proposal which may include or exclude the Listing and the API;

Special Terms: terms in the Proposal described as such.

Surgeries: the Surgery or Surgeries listed in the Proposal;

VetsDigital: Vets Digital Limited of The Old Treasury, 7 Kings Road, Portsmouth, Hampshire PO5 4DJ;

Website: the VetsDigital.com website;

You: the customer.

1.2 **Personal data, controller, processor, data subject and processing** have the meanings respectively set out in the GDPR.

1.3 A person includes an individual, corporate or unincorporated body.

1.4 Words in the singular include the plural and vice versa. A reference to one gender includes all other genders.

2. Agreement

2.1 These Terms apply to the Agreement, and to any other agreement between us for the provision of services by VetsDigital, to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Special Terms take precedence over these Terms.

2.3 In consideration of your agreement to abide by these Terms, VetsDigital agrees to provide the Services including, if specified, the Information Plugins.

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2.5 If your Services include the Information Plugins, then you will be subject to the additional terms contained in the Factsheet Schedule.

3. Your undertakings

3.1 VetsDigital will not accept for inclusion or place advertising or social media content that is unlawful, defamatory, obscene, or otherwise, in its view, inappropriate and VetsDigital reserves the right, without liability to you, to refuse to use parts or all of any Content.

3.2 You shall not except as may be allowed by any applicable law which is incapable of exclusion by agreement between us:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Website in any form or media or by any means; or
- (b) access all or any part of the Website in order to build a product or service which competes with the Website or any material part of it.

4. Support

Our technical support staff will endeavour to answer by telephone any queries which you may have regarding the use or application of the Website or our Services. For telephone support please call the telephone support number that has been provided to you between the hours of 9:00 am and 5:00 pm Monday to Friday, excluding Bank Holidays.

5. Intellectual property rights

You acknowledge that all intellectual property rights throughout the world in the Website and any material created by VetsDigital for you belong to VetsDigital, and that you have no rights in, or to, these materials or the Website other than the provision of the Services in accordance with the terms of these Terms.

6. VetsDigital's obligations

6.1 VetsDigital undertakes that its provision of the Services and the Website will be performed with reasonable skill and care.

6.2 If the Services or the Website do not conform with clause 6.1, VetsDigital will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly. Such correction constitutes your sole and

exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, VetsDigital:

- (a) does not warrant that the Website will be uninterrupted or error-free;
- (b) that the Services will result in any increase in business or clients; and
- (c) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

7. Charges and payment

7.1 You agree to pay the Charges to VetsDigital in accordance with this clause.

7.2 The Budget has been set as a maximum expenditure for the specified Services for the relevant period but may be varied by you from time to time on one month's notice. VetsDigital is authorised to expend the Budget on your behalf and to charge you the full amount of the Budget for a month at the start of each month. Any unspent portion shall be credited against the following month's budget or any outstanding account. On termination (except where clause 11.2 applies) any balance will be returned to you.

7.3 You must provide to us valid, up-to-date and complete direct debit, contact and billing details. Until these are provided VetsDigital will not be under any duty to upload the Content, provide the Services, or Information Plugins. You authorise VetsDigital to operate the direct debit for the Charges monthly in arrears and for the budget, monthly in advance.

7.4 If VetsDigital has not received payment within 14 days after the due date or if a direct debit is returned unpaid then, and without prejudice to any other rights and remedies of VetsDigital:

- (a) VetsDigital may, without liability to you, disable your Information Plugins. VetsDigital shall be under no obligation to provide the Services, access to the Content, or Information Plugins while the invoice(s) concerned remain unpaid;
- (b) interest shall accrue on such due amounts at an annual rate equal to 3% over the base lending rate of Lloyds Bank plc at the date of the relevant invoice; and/or
- (c) VetsDigital may terminate this Agreement if payment is not made within 14 days of a reminder.

7.5 All amounts and fees stated or referred to in these Terms are non-cancellable and non-refundable and are exclusive of value added tax, which shall be charged at the appropriate rate.

7.6 VetsDigital shall be entitled to increase the Charges by the equivalent increase in CPI since the calculation of the last increase, once in any 12-month period, upon 30 days' prior notice to you.

8. Licensee data

8.1 You warrant that you own the rights, title and interest in and to all information you provide for use in the Services (including the Content) or input to the Website (Your Data) and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.

8.2 You agree to indemnify VetsDigital against any claims or costs suffered by it as a result of the breach of the Agreement by you.

9. Data Protection

9.1 In respect of the processing by either of us of personal data as a part of the Services, both of us will comply with all applicable requirements of the Data Protection Legislation.

9.2 We both acknowledge that for the purposes of the Data Protection Legislation, you are the controller and VetsDigital is the processor. We shall each complete a data processing register which details the scope, nature, duration and purpose of the processing prior to the transfer of any personal data.

9.3 You shall ensure that you have all necessary consents or have complied with another processing condition and have the appropriate notices in place to enable the lawful transfer of personal data to VetsDigital for the duration and for the purposes of the Agreement.

9.4 VetsDigital warrants that to the extent it processes any personal data on your behalf it will:

- (a) act only on your instructions;
- (b) have in place appropriate technical and organisational security measures (which may be subject to approval by you) against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Such measures shall be appropriate to the harm that might result from the unauthorised or unlawful processing;
- (c) ensure all personnel who have access to the personal data are obliged to keep it confidential;
- (d) assist you to respond to a data subject's request to enforce their rights of subject access, rectification, erasure and any other rights conferred by the Data Protection Legislation;

- (e) assist you if requested with respect to security, breach notifications, impact assessments and any investigations by a supervisory authority or regulator;
- (f) notify you without undue delay in the event of a data security breach and assist you with any investigations;
- (g) at your direction, delete or return to you all personal data and copies on termination unless required by law to retain the same;
- (h) maintain complete and accurate records to demonstrate its compliance with this clause and allow for audits by you; and
- (i) keep up to date a data processing register.

9.5 You consent to the use, by VetsDigital, of sub-processors. If requested, VetsDigital will provide a current list to you as soon as practicable. VetsDigital shall ensure that any sub processor will enter into an agreement with the same or substantially similar terms as set out in this clause.

9.6 VetsDigital shall notify you in the event that it wishes to change any of the sub-processors and shall give you at least 30 days' notice of any such change. You may object to the sub-processor's appointment or replacement of a sub-processor prior to its appointment or replacement and within the 30-day notice period, provided such objection is based on reasonable grounds relating to data protection.

9.7 VetsDigital remains liable for any breach of this clause that is caused by an act, error or omission of its sub-processor, subject to the limitations of liability set out in the agreement.

9.8 VetsDigital shall at all times comply with its obligations under the Data Protection Legislation including maintaining any valid and up-to-date registration or notification required.

9.9 You give permission to VetsDigital to transfer of any personal data outside the EU providing that VetsDigital enters into a data transfer agreement that incorporates the EU Standard Contract Clauses for Data Processors.

9.10 In addition, VetsDigital shall also ensure that any non-EU sub processor also agrees to terms that ensure that:

- (a) appropriate safeguards have been provided;
- (b) the data subjects have enforceable rights and effective legal remedies in relation to any transferred personal data; and
- (c) adequate levels of protection in relation to any personal data that is transferred.

9.11 The obligations in relation to data protection set out in this clause shall not be affected by the expiry or termination of the Agreement.

10. Limitation of liability

10.1 This clause 10 sets out the entire financial liability of VetsDigital (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:

- (a) any breach of this Agreement;
- (b) any use made by you of the Website;
- (c) the provision of the Services; and
- (d) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

10.2 Except as expressly and specifically provided in these Terms:

- (a) you assume sole responsibility for your contracts with your customers. VetsDigital shall have no liability for any damage caused by errors or omissions in any information or instructions provided to VetsDigital by you in connection with the Website, or any actions taken by VetsDigital at the your direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

10.3 Nothing in these Terms excludes the liability of VetsDigital for the death or personal injury of a human caused by VetsDigital's negligence, or for fraud or fraudulent misrepresentation.

10.4 Subject to clause 10.2 and clause 10.3:

- (a) VetsDigital shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- (b) VetsDigital' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to twice the annual Charges paid under these Terms.

11. Termination

11.1 This agreement shall, unless otherwise terminated as provided in this clause 11, commence on the date shown on the Proposal (or if earlier, when we start providing the Services) and shall continue until:

- (a) either party gives 30 days' notice of termination, in writing; or
- (b) otherwise terminated in accordance with the provisions of these Terms,

11.2 VetsDigital may terminate the provision of the Services immediately on written notice to you if:

- (a) you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so;
- (b) you (if you are an individual or a partnership) have a petition for a bankruptcy order to be made against you (or any partner) is presented to the court; or
- (c) you (if you are a company) becomes insolvent or unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986); or
- (d) you cease, or threaten to cease, to carry on business.

11.3 Upon termination for any reason:

- (a) all rights granted to you under this Agreement shall cease; and
- (b) VetsDigital may destroy any of Your Data in its possession.

12. Transfer of rights and obligations

You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without our prior written consent, which will not be unreasonably withheld.

13. Notices

Any notice required to be given under these Terms shall be in writing and shall be delivered by email to the other party at, in the case of VetsDigital, at info@VetsDigital.com and for you, the address used in correspondence, or such other address as may have been notified by that party for such purposes.

14. Events outside VetsDigital' control

VetsDigital shall have no liability to the Licensee under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control.

15. Waiver

15.1 If we fail, at any time during the term of these Terms, to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

16. Third party rights

This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

17. Entire agreement

17.1 This Agreement and any document expressly referred to in it represents the entire agreement between us and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 We each acknowledge that, in entering into this Agreement, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into this Agreement except as expressly stated in these Terms.

17.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

18. Law and jurisdiction

This Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.

Information Plugin Schedule

1. Introduction

These terms together with our Terms and Conditions of Use, Privacy Policy and Website terms and conditions (available on our Website) govern your use of our Information Plugins and any associated downloads, tools and documentation that we provide to you.

2. Restrictions

2.1 Except as permitted under these terms, you will not:

- (i) alter our content, or use it to create or update your own database of clinical information or client information;
- (ii) display our content or logo in any way that is misleading, defamatory or otherwise objectionable to us;
- (iii) remove any legal or other proprietary rights notices contained in our content or any other materials you receive under these terms.

2.2 You must not sublicense the Information Plugins for use by a third party (for example you will not create an API client that functions the same as our Information Plugins and offer it for use by third parties).

2.3 As described in 2.1(ii) above, you must not let any search engines or similar system (including but not limited to Google, Bing and Yahoo!) index or view our Information Plugins or use the content in any other way.

2.4 You will not permit your end users or others acting on your behalf to carry out the following with the content:

- (i) scrape, build databases or otherwise create permanent copies of the Information Plugins;
- (ii) copy or modify the Information Plugins in any way (except in accordance with the provisions of 3.1, below)
- (iii) misrepresent the source of the ownership; or
- (iv) remove any of our copyright or trade mark notices.

2.5 In the event that payment for use of the Information Plugins is not forthcoming, a payment reminder will be sent. If payment in full is not received within 14 days, we reserve the right to hold you in breach of these terms.

3. Support

3.1 Modification of the Information Plugins is not permissible under these terms except in the following circumstances:

- (i) Periodic review – VetsDigital may, from time to time, issue updated Information Plugins, to reflect evolving clinical realities and “best practice”. Your acceptance of these terms indicates your acceptance that if you or your agents do not update the Information Plugins on receipt of new material from us, VetsDigital, their agents and contractors are not responsible for any deleterious outcomes, in the clinical, business or reputational spheres.
- (ii) On agreeing to these terms, you will have the opportunity to view, evaluate and modify the Information Plugins as you wish, to reflect your local practice protocols etc. Any modifications must, however, be agreed in writing with VetsDigital before the material is first made available to your users.
- (iii) If at any other time you wish to modify the Information Plugins, you are permitted to do so but are required to notify us in writing of any such modifications 5 working days before they are made available to your users, unless we choose to waive this requirement.
- (iv) Notwithstanding any modifications made under (i) to (iii) above, the copyright and intellectual property of the Information Plugins will remain with VetsDigital.

4. Liability and Indemnity

4.1 The information presented on these Information Plugins is made available “as is”. It is your responsibility to ensure they meet your practice requirements and comply with current clinical “best practice”. VetsDigital, their agents and contractors accept no liability for any errors or omissions in the material presented.

4.2 The clinical material included in these Information Plugins is intended to represent reasonable clinical opinion at the time of going to press. If you have reason to believe any material is erroneous, you will inform us in writing at the earliest opportunity.

4.3 We do not exclude any liability that English Law does not permit us to exclude.

4.4 Where we are permitted by law, we exclude all conditions, warranties, representations or other terms which may apply whether expressed or implied.

4.5 You agree upon demand to indemnify us against and to be wholly responsible for all liabilities, claims and expenses that may arise out of or in connection with any breach these Terms by you or one of your third party users.”