

TERMS OF SALE OF ONLINE CONSULTATIONS AND OTHER FACILITIES FOR VETERINARY PRACTICES AND OTHER ANIMALS

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BACKGROUND:

- (A) These Terms of Sale together with the documents referred to in the attachment below and any and all other documents referred to in the attachment below set out the terms and conditions on which Paid Content (including but not limited to Subscriptions), accessed via Subscriptions, is sold by Us to Consumers. The documents referred to in the attachment below are available at <<insert website address>> ("Our Site").
- (B) ***You must set up an Account to access any Subscription even if you need or intend to consult a Vet or other professional.***
- (C) Terms and information that are available on Our Site or via Our Site using the [Zoom] cloud-based web conference delivery method/s offered> or via Our Site using the [Zoom] cloud-based web conference delivery method/s offered> reference but they will have to be set out in these Terms of Sale.
- (D) Please read these Terms of Sale carefully and ensure that You understand them before You purchase a Subscription. If You have any query about anything in these Terms of Sale please contact Us to discuss.
- (E) **When setting up an Account to access any Subscription, You will be required to read, accept and agree to these Terms of Sale and the attached Terms of Use.** You will not be able to purchase a Subscription and access Paid Content unless You have accepted the terms of Our Contract with Us:
- (F) All of the information that We give You as a Consumer whether:
- (i) are required by law to give to You;
 - (ii) voluntarily give to You when You order a Subscription or when You purchase a Subscription.
- We give You some of that information when You set out in these Terms of Sale.
- (G) Paid Content is intended for use by a person who is aged 18 or over, and only a person of that age can purchase a Subscription.
- (H) These Terms of Sale, as well as the attached Terms of Use, are in the English language only.
- (I) These Terms of Sale apply to the use of Our Site are separate and distinct from the Terms of Use".
- 1. Definitions and Interpretation**
- 1.1 In these Terms of Sale, the following expressions have the following meanings:

"Account"

referred to in Sub-Clause 7.1, that You must set up an Account with Us in order to purchase any

“Background Items”

“Consumer”

“Contract”

“Paid Content”

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and other information or material (including part of) the consultation, advice, information to be provided to you, all of which or material is downloadable or otherwise available;

a customer who, in relation to an animal for which they are responsible, purchases any goods or services comprising any Paid Content that is to be received or used for their pet's care in relation to that animal and for purposes wholly outside the purposes of any trade, business or profession;

the agreement between Us and You for the provision of a Subscription for You to access any Paid Content as set out in Clause 7;

any content (including text, graphics, images, audio, video, or any session of live interaction, guidance, or information, or any other materials or information) comprising any session of a Subscription other than Background Items and Paid Content. All materials are sold by Us through the Platform or made available by Us [[on] [or] [via] Our Platform];

any live stream audio and/or video content (including Zoom, GoToMeeting, Skype for Business, WebEx);

any live stream video and/or audio]

any non downloadable video and/or audio;

any other viewable text, graphics or other content, or other items or information, including Background Items.

any content more fully described in other clauses. We may give or make available to You any content as part of a Subscription. That information may be provided by any Vet providing any content on the Platform whether it does or does not do so, We reserve the right in Our discretion, at any time and from time to time to substitute any other Vet who is suitably qualified and licensed;

“Subscription”

“Subscription Confirmation”

“Subscription ID”

“Vet”

“We/Us/Our”

“You”

2. Information About Us

- 2.1 Our Site, <<insert business name>> [company number] address>> and whose VAT number is
- 2.2 [We are regulated by
- 2.3 [We are a member
- 2.4 [<<insert further info

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on to Our Site purchased by You provides You with entitlement and ent which comprises either:

specific single events or items;

series or collections of two or more or items; and/or

or all types of events or items via Our Site; and

and Items.

information about the times and dates s to (a), (b) and (c) before You cription (as to which, see Sub-

will include access to the for the whole period of the ey will all be accessible as soon as Subscription Confirmation;

ance and confirmation of Your ription;

number for Your Subscription;

primary practitioner][or][veterinary ar nurse], [or other individual] aid Content and/or who] interacts uring any consultation or other ent;

ness name>>, veterinary practice y registered in England under number>>, whose registered registered address>> and whose s is] OR [of] <<insert address>>;

er who sets up an Account and option and accesses and uses any nection with an animal for which

owned and] operated by <<insert istered in England under <<insert address is <<insert registered s is] OR [of] <<insert address>>.

Veterinary Surgeons].]

Veterinary Surgeons].]

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3. Contacting Us

- 3.1 If You wish to contact Us for any questions, You may contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.
- 3.2 For matters relating to Your Subscription or Account, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, or by post at <<insert postal address>>.
- 3.3 For matters relating to the Terms of Sale, please contact Us by telephone at <<insert telephone number>>, by email at <<insert email address>>, by post at <<insert postal address>>, or by the means set out in the Contacting Us Clauses above.
- 3.4 To make a complaint, please contact Us by the means set out in the Contacting Us Clauses above.

4. Age Restriction and Consumer Protection

Only if a person is aged at least 18 years may they set up an Account or purchase a Subscription. We do not provide Paid Content to minors and access Paid Content.

5. Business Customers

These Terms of Sale and the Terms of Subscription do not apply to customers purchasing Subscriptions and accessing Paid Content in the course of any business trade, craft or profession carried on by the customer as a person/organisation.

6. Subscriptions, Paid Content and Availability

- 6.1 [We make all representations and warranties about Subscriptions and Paid Content. We warrant that the Subscriptions and Paid Content that we describe to You will be as described. [Please note, however, that due to <<insert text>>, there may be minor differences or discrepancies between the actual Subscriptions and Paid Content that you receive.]]
- 6.2 [Please note that we do not exclude Our responsibility for mistakes due to negligence. Our responsibility refers only to minor discrepancies between the Paid Content that we describe to You and the Paid Content that you receive. Please refer to Clause 11 for more information.]
- 6.3 We may from time to time change the price of any Subscription that you have purchased but will apply to any subsequent renewals. We will inform You of any change in price at least <<insert text>> before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.
- 6.4 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical changes. These changes will not alter the main characteristics of the Paid Content. We will not normally affect Your use of Paid Content. We will not make changes that would affect Your use of Paid Content unless we have been provided to You.
- 6.5 In some cases, as described in the Terms of Subscription, We may also make more significant changes to Paid Content. If We do so, We will inform You at least <<insert text>> before the changes are due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.
- 6.6 Where any updates are made to Paid Content, that Paid Content will continue to be available to You before You purchased Your Subscription for access to that Paid Content. Please note that this does not

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- 6.9 If We discover an e
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- 6.10 If the price of a Su
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- 6.11 All prices on Our S
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7. Orders – How Contracts

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here be a legally binding Contract

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- 7.4 Subscription Confirmation We will send You the following information:
- 7.4.1 Your Subscription details;
 - 7.4.2 Confirmation of the details of the order ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it;
 - 7.4.3 Fully itemised details of the Subscription including, where appropriate, any additional charges;
 - 7.4.4 The duration of the Subscription (including the start date, and the expiry) [and any applicable grace period];
 - 7.4.5 Confirmation of the details of the Paid Content that the Paid Content will be made available to You and that You will lose Your legal right to cancel upon accessing the Paid Content as set out in sub-Clause 12.1;
 - 7.4.6 In relation to any (or recorded) event, item, series, collection or items or Background Items constituting the Paid Content, the time/date when or period during which it can be accessed;
 - 7.4.7 <<insert additional details as required>>.
- 7.5 In the unlikely event that We cannot fulfil Your order for any reason, We will expect to refund to You any such sums will be refunded to You as soon as possible within <<insert period>>.
- 7.6 Any refunds under this Clause will be issued to You as soon as possible, and in any event no later than the end of the day on which the event triggering the refund occurs.
- 7.7 Refunds under this Clause will be made using the same payment method that You used when You placed Your order [unless You specifically request that We make the refund using a different method].
- 8. Payment for Subscription**
- 8.1 Payment for each Subscription must be made in advance in full. Your chosen payment method must be used when We process Your order and We will send You a Subscription Confirmation [which usually occurs immediately and automatically upon successful completion of your payment)].
- 8.2 We accept the following payment methods on Our Site:
- 8.2.1 <<insert payment method>>
 - 8.2.2 <<insert payment method>>
 - 8.2.3 <<insert payment method>>
 - 8.2.4 <<add further payment methods as required>>.
- 8.3 If You do not make payment on time, We will suspend Your access to the Paid Content. For further information, please refer to sub-Clause 9.6. If You do not make payment within <<insert period>> of Our reminder, We may cancel the Contract and any sums due to Us will remain due and payable.
- 8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

9. Provision of Paid Content

- 9.1 We undertake to make available to You the Paid Content for which You have paid, in accordance with the permitted use of such Content, and for any reason not attributable to Us, We will not be entitled to any refund.
- 9.2 All Paid Content will be available to You in accordance with the Confirmation for the Subscription until You end the Confirmation. The following will be available when stated in the Confirmation:
- 9.2.1 An item of Paid Content will be available when stated in the Confirmation, either (a) if it is a live item, the time and date when it is scheduled to be made available; or (b) if it is a pre-recorded or other non live item, the period within which it is available.
- 9.2.2 If an item of Paid Content is a live item, We will use all reasonable endeavours to make it available and start it at the time it is scheduled to be made available. It may be delayed either by overrun of a previous live item or by technical problems made available by Us to You in other instances. Any such delay will not exceed <<insert details of how the provider of the Paid Content will compensate >> to compensate for any inconvenience.
- 9.3 When You place an order for Paid Content, You will be required to expressly acknowledge that You agree to be made available to You to access immediately after purchase by accessing (e.g. clicking on a link) any Paid Content, You will lose Your legal right to cancel the order (the "cooling-off period"). Please see sub-Clause 13.2.
- 9.4 In some limited circumstances, We may suspend the provision of Paid Content (in full or in part) for the following reasons:
- 9.4.1 To fix technical problems or make necessary minor technical changes;
- 9.4.2 To update the Paid Content with relevant changes in the law or other regulations;
- 9.4.3 To make modifications to the Paid Content, as described above in sub-Clause 13.2.
- 9.5 If We need to suspend the provision of Paid Content for any of the reasons set out in sub-Clause 13.2, We will notify You in advance of the suspension and explain why it is necessary. We will suspend availability for as soon as reasonably possible after suspension). [If the suspension is for a period equivalent to the length of the suspension (unless it is less than <<insert period>>)]. If the suspension lasts for more than <<insert period>>, You may cancel the order as described below in sub-Clause 13.2.

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9.6 We may suspend payment of the Paid Content until We have received payment from You of the non-payment on the due date, however if You notify Us within <<insert period>> of Our notice, We may suspend payment of the Paid Content until We have received payment from You. You will not be charged for any

9.7 Any refunds under this Clause shall be issued to You as soon as possible, and in any event within 30 days of the day on which the event triggering the refund takes place.

9.8 Refunds under this Clause shall be made using the same payment method as the original payment method [unless You specifically request that We make the refund by a different method].

10. Licence

10.1 When You purchase Paid Content, We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to use the Paid Content for Your personal, non-commercial purposes (the "Licence"). The Licence does not give You any rights in the Paid Content (other than the rights that We may licence from third parties).

10.2 The licence granted to You is subject to the following usage restrictions and/or prohibitions:

10.2.1 You may not copy, reproduce, resell, publish, republish, share, broadcast or otherwise make the Paid Content (or any part of it) or make it available to any third party, except as permitted under the Copyright Designs and Patents Act 1988 (the "Copyright Act") Chapter 3 'Acts Permitted in relation to Copyright Works'.

10.2.2 When You use the Paid Content, you shall not have the facility to access a Paid Content item or event or make it accessible to any other person (other than a person who participates in it as one of Our customers, or as a guest of a customer, or as a family member, image or otherwise) except for a limited period of time for that item or event which is proper for the item or event; [and]

10.2.3 <<Insert additional restrictions and/or prohibitions as required>>.

11. Problems with the Paid Content

11.1 We undertake to provide the Paid Content that is of satisfactory quality, fit for purpose, and as described. If the Paid Content does not comply, or We do not so soon as is reasonably possible to inform Us of the problem. Your available remedies are as follows:

11.1.1 If the Paid Content is defective, You will be entitled to a repair or a replacement.

11.1.2 If We cannot repair or replace the Paid Content within a reasonable time, or if the repair or replacement has not been (or cannot be) fixed without significant inconvenience to You, You may be entitled to a partial refund.

11.1.3 If You cannot use the Paid Content for other commercial purposes because We have not used reasonable care and skill, You may be entitled to a repair or replacement. For more information, see Clause 14.3 for more information.

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11.3 If there is a problem, please provide contact details>> or <<insert name or details of the problem.

11.4 Refunds (whether Clause 11 will be agree that You are

11.5 Refunds under this
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request that We ma

11.6 For further information, please contact the local Citizens' Advice Bureau.

12. C Cancelling Your Subscription

12.1 If You are a Consumer, You have a legal right to a “cooling-off” period for any reason, including no reason, to get a refund. The period begins when You receive the Confirmation (i.e. when You access the Confirmation page) and ends 14 days after the date of the Confirmation.

12.2 After the cooling-off period, the Company may, at its sole discretion, refund the purchase price of the Shares to the extent of the cash proceeds of the offering. However, subject to the Company's right to withhold for U.S. federal income tax refunds and You waive the Company's obligation to refund the remainder of Your cash proceeds (if any) (the "Refund"), the Company will, at its option, apply the Refund (if any) to the purchase price of the Shares (if applicable), whereupon the Company will be deemed to have satisfied its obligation to refund the purchase price of the Shares to the extent of the cash proceeds of the offering.

12.3 If You purchase a Content item (or renew by mistake), You will not be able to access any Paid Content since the Subscription We will terminate. If You have access to any Paid Content, You will not be able to obtain any further Paid Content for the remainder of the Subscription's expiry date, as applicable.

12.4 If You wish to exercise Your rights, please inform Us of Your request in writing. We will respond to You as soon as possible and include [a link to] it in our next communication. If the request is made by post is effective upon receipt. You would prefer to discuss the details:

Under this Clause 11 if We informed You of any particular Paid Content before You downloaded it and You has now caused the problem (for example, by installing an alpha or beta version and We know or suspect that could harm Your device or delete the Paid Content for an unsuitable period of time unknown to Us and the problem has not been resolved for that purpose; or if the problem has caused less damage.)

nt, please contact Us at <<insert
Our Site <<insert link>> to inform
omer services department>> of the

reductions in price) under this
ar days of the day on which We

using the same payment method description [unless You specifically request a different method].

If you are a consumer, please contact Your Standards Office.

ean Union, by default You have a
which You can cancel the Contract
changed Your mind, and receive a
ve sent You Your Subscription
n You and Us is formed) and ends
any Paid Content, or 14 calendar
ormation, whichever occurs first.

Cancel Your Subscription at any time.
 Clause 13, We cannot offer any
 access to the Paid Content for the
 until the renewal or expiry date, as
 .

We (or allow Your Subscription to) as possible and do not attempt to refund you if you have not accessed any Paid Content (as appropriate) of the Subscription and issue a full refund. Once the Subscription has started, We will continue to have access to the Subscription (up until the renewal or

Under this Clause 12, You may
 say You wish, however for Your
 on Our Site <<insert link>> and will
 confirmation. Cancellation by email
 which You send Us Your message. If
 cancel, please use the following

cancel, please use the following information:

13.7.1 Telephone: <insert telephone number>;

13.7.2 Email: <insert email address>;

13.7.3 Post: <insert postal address>;

in each case, provide the following information: name, address, email address, telephone number, and fax number.

13.8 [We may ask You to provide information to help us cancel and may use any answers You provide to improve our services, however please note that You are under no obligation to provide details if You do not wish to.]

14. Our Liability to Consumers

14.1 We will be responsible for any loss or damage that You may suffer as a result of the use of our Terms of Sale (or the Contract) or as a result of Our negligence if it is foreseeable if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when the Contract is made. We will not be responsible for any loss or damage that is not foreseeable.

14.2 Our Paid Content is provided for commercial use only. We make no warranty or representation that the Content is fit for commercial, business or industrial use of any kind. We are not liable to You for any loss of profit, loss of business, or for any loss of business opportunity.

14.3 If, as a result of Our negligence, any content from Our Site damages Your device (including but not limited to software or other content being stored on the device), we will either repair the damage or pay for the cost of replacement. We will not be liable under this provision if:

14.3.1 We have informed You of the problem and provided a free update designed to solve the problem; or

14.3.2 The damage is caused by Your own failure to follow Our instructions; or

14.3.3 Your device does not meet any relevant minimum system requirements made You aware of before You purchased the device.

14.4 Nothing in these Terms shall limit or exclude Our liability for death or personal injury caused by negligence (including that of Our employees, agents or sub-contractors), fraudulent misrepresentation, or for any loss of profit or business opportunity if the loss does not match information that We have provided, not of satisfaction to Us, or if the loss is not fit for any purpose made known to Us.

14.5 Nothing in these Terms shall limit or exclude or limit Your legal rights as a consumer. For more information on Your rights, please refer to Your local Citizens Advice Bureau or the local Trading Standards Office.

14.6 We will not be responsible for any loss or damage due to any interruption of access to Our Content resulting from any cause, but not limited to network congestion (including but not limited to network congestion specifically referred to in the Attachment).

15 Complaints and Feedback

15.1 We always welcome feedback from all reasonable ends. Our is a positive and any cause for complaint.

15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location>> respectively.

15.3 If You wish to complain, please contact Us in one of the following ways:

15.3.1 [In writing, to <<insert name and/or position>>, <<insert address>>]

15.3.2 [By email, to <<insert name and/or position>> at <<insert email address>>]

15.3.3 [Using Our complaints form, <<insert the form>>]

15.3.4 [By contacting <<insert telephone number>> [and <<insert fax number>> when prompted].]

16 How We Use Your Personal Data (Data Protection)

We will only use Your personal data in accordance with Our <<insert document name, e.g. Privacy Notice>> available at <<insert link to Cookie Policy>>].

17 Other Important Terms

17.1 We may transfer (including by way of Sale (and under the terms of the Contract) for example, if We are sold to a third party, Us in writing. Your obligations under the Terms of Sale will be affected and Our obligations will be transferred to the third party.

17.2 [You may not transfer Your obligations under the Terms of Sale (and under the Contract) without Our express written permission. We reserve the right to refuse such permission for any reasons>>].

17.3 The Contract is between Us and You. No other person shall have any rights to enforce any of its terms.

17.4 If a court or other authority finds any part(s) of these Terms of Sale are unlawful, the remainder shall remain in full force and effect.

17.5 If We fail to take steps to enforce any of Our rights under the Terms of Sale, it will not prevent Us doing so at a later date, for example if You have become payable to Us.

17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale as they relate to Your obligations, We will give You reasonable advance notice of the changes. If You are not happy with them, please contact Us (see 3.1 above).

18 Law and Jurisdiction

- 18.1 These Terms and Conditions (whether contractual or not) shall be governed by, and construed in accordance with, the law of [England and Wales] [Northern Ireland] [Scotland].
- 18.2 As a Consumer, You agree that the mandatory provisions of the law in force in Your country of residence which take away or reduce Your rights cannot be derogated from in those provisions.
- 18.3 As a Consumer, any proceedings or claim between You and Us relating to these Terms and Conditions, or the relationship between You and Us (whether or not contractual in nature) shall be subject to the jurisdiction of the courts of [England and Wales] [Scotland, or Northern Ireland, as determined by Your country of residence].

1. Use of [the Zoom web-conferencing] service delivery platform [or] [veterinary practitioner] [or] [veterinary nurse] online

We [only] offer the Content and/or the Vet cannot attend in-person (at Our premises or at Your home) for any reason.

We use technology which enables the appropriate technology to use [the Zoom cloud-based service delivery platform] **description of other online service delivery platform**.

Where We are to make an appointment for You by means of [Zoom] **OR** [platform] rather than any other platform, it will be on the following basis:

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We will subscribe to [Zoom] **platform>>]** and will pay for the subscription. It will enable Us to act as “host” and to provide the [Zoom] **platform>>]** facility.

To receive or participate in an online session which is within the scope of Your Subscription, You will need to pay any fee or charge to use the [Zoom] **platform>>]** facility or join that session: You will need to pay any fee or charge to use the [Zoom] **platform>>]** facility.

We do not provide any PC or any [Zoom] **platform>>]** App or any internet connection or service for use on a mobile phone or other hardware (“Device”) or other equipment or facilities.

3. The technology and other

OR [<insert name of other online service delivery platform>>] consultation with a [veterinary practitioner] [or] [veterinary nurse] (“the Content”)

We [only] offer the Content and/or the Vet cannot attend in-person (at Our premises or at Your home) for any reason.

We use technology which enables the appropriate technology to use [the Zoom cloud-based service delivery platform] **description of other online service delivery platform**.

Where We are to make an appointment for You by means of [Zoom] **OR** [platform] rather than any other platform, it will be on the following basis:

providing

We will subscribe to [Zoom] **platform>>]** and will pay for the subscription. It will enable Us to act as “host” and to provide the [Zoom] **platform>>]** facility.

To receive or participate in an online session which is within the scope of Your Subscription, You will need to pay any fee or charge to use the [Zoom] **platform>>]** facility or join that session: You will need to pay any fee or charge to use the [Zoom] **platform>>]** facility.

We do not provide any PC or any [Zoom] **platform>>]** App or any internet connection or service for use on a mobile phone or other hardware (“Device”) or other equipment or facilities.

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and to the Device which is adequate
to view or examine Your animal

provided via the [Zoom] [<insert term>] platform but is instead

relation to any technology that You attempt to use. However, We may, if You request, without charge, offer suggestions about technology that You report, but it will not take on any responsibility or does not help You to resolve any problem, or You experience any other problem, except if Your Device or Your content is damaged in respect of that damage under

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remain liable to pay for the causes beyond Our reason

- (a) Where You are unable to resolve the problem (whether or not You have asked Us for suggestions as to how to resolve the problem); or
- (b) Any slow speed, interruption, inadequacy of, or other problem with the service (e.g. telecommunication, audio or visual) that You use or rely on; or
- (c) Failure of or defects in the delivery platform>> to You; or
- (d) Your inability to access the Content due to failure of or defects in Our Site etc.

5. **Account setup needed**

In order to purchase any Service, You will first need to setup and maintain an Account through the process of setting up and logging into Account setup.

You may not create an Account if You are under 18 years of age.

We only offer Paid Content to individuals residing in the UK. You may only open an Account if You are in the UK.

During the process of setting up Your Account, You will be required to choose a strong password for Your Account.

You [will][may] be asked for details regarding Your Account, such as Your e-mail address.

6. **Your responsibility for Your Account security**

You must not share Your Account details with anyone. If You believe that Your Account is being used without Your permission, please contact Us immediately. We will not be responsible for any unauthorised use of Your Account.

You are fully responsible for the confidentiality of Your password and account information and for keeping it under Your password or Account. You must ensure that You log out of Your Account at the end of each session and not access Your Account by You. You must ensure that You do not disclose Your password or Account or any other information relating to Your Account.

You must never use anyone's Account without prior authorization from Us for the specific occasion in question.

When creating an Account, the information You provide must be accurate and complete. If any of Your information changes, it is Your responsibility to ensure that Your Account is updated with the latest information.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription, even if You do not use the Service. You may do so via the '<<insert name of section>>' section of Our Site.

If You wish to close and delete Your Account, You may do so via the '<<insert name of section>>' section of Our Site.

have made available for You. Such Content may be subject to change (but are not limited to):

technology problem (whether or not You have asked Us for suggestions as to how to resolve the problem); or

other breakdown, unavailability or interruption of the Service or any other equipment or service (e.g. telecommunication, audio or visual) that You use or rely on; or

the name of other online service provider that You use to make the Content available to You; or

failure of or defects in Our Site etc.

You to receive any Content, You must first log in to Our Site with Us. Our Site will guide You through the process of setting up and logging into Account setup. You will also note the following in regard to Account setup.

years of age.

individuals residing in the UK. You may only open an Account if You are in the UK.

you will be required to choose a strong password for Your Account.

regarding Your Account, such as Your e-mail address.

Security

details with anyone. If You believe that Your Account is being used without Your permission, please contact Us immediately. We will not be responsible for any unauthorised use of Your Account.

confidentiality of Your password and account information and for keeping it under Your password or Account. You must ensure that You log out of Your Account at the end of each session and not access Your Account by You. You must ensure that You do not disclose Your password or Account or any other information relating to Your Account.

prior authorization from Us for the specific occasion in question.

provide must be accurate and complete. If any of Your information changes, it is Your responsibility to ensure that Your Account is updated with the latest information.

will remain active for the duration of the period of that Subscription, even if You do not use the Service. You may do so via the '<<insert name of section>>' section of Our Site.

may do so via the '<<insert name of section>>' section of Our Site.

7. **Your privacy and security when Content is accessed**

EITHER

[Note that all consultation sessions will be accessible only to You as individual private two-way sessions.]

OR

[¹Where any sessions that use synchronous livestream audio and/or video technology (one-way transmission) which are described or indicated to be available to more than one customer (in addition to the Vet) simultaneously ("group sessions") on any occasion that You access them, those sessions will also be available to other customers who have purchased them in the same way, and choose to access them. If not described or indicated in that way, they will be made available on a first-come, first-served basis as individual private sessions.]

The following will apply to all sessions:

- (a) When You sign in to the [ZooVet] platform>>], You should understand that Your name will be visible to Our other customers and the Vet.
- (b) A "group session" is a session where more than one customer and the Vet can speak to each other and to hear each other. You may be subject to muting that the Vet imposes on any one or more participants at any time.
- (c) You understand and agree that there is a risk that the Vet and other customers and other people may hear (via the video and/or audio) any interactions between people using the facilities of the [ZooVet] platform>>] App and/or the space and its surroundings when using the App and/or the space.
- (d) The space that You use for sessions may be difficult to see or hear and may be shared with other people and it should be difficult to see or hear any interactions between people using the facilities of the [ZooVet] platform>>] App and/or the space who are in or near that space and its surroundings. For example, You might decide to use a private space but other people may be present.
- (e) There are potential risks to confidentiality and the theft of personal information over technology that You use for sessions, including the risk of confidentiality and the theft of personal information.
- (f) We cannot ensure the confidentiality of sessions involving other people as well as You.
- (g) In any event, it will be Your responsibility to ensure that You have a suitable space to use when using the App and/or the space in order to protect Your privacy and the privacy of other people.

We will not be liable to You for any loss or damage arising from Your failure to comply with the above requirements.

8. **Health and Safety**

You acknowledge and agree that:

- (a) When You purchase a session, You should ensure that You are available [at least 48 hours] before You

¹ The Vet's customers will usually be provided with a second alternative set of wording should be selected. Otherwise the first alternative set of wording should be selected. However, the Vet might also provide an online health/welfare/care education service for owners of a particular type of breed of animal. If such group sessions are provided, the second alternative set of wording should be selected.

participate in any session

[We advise You to discuss any requirement, problem or condition relating to You or Your animal which might be relevant to You participating in, that session.]

OR

[You must tell Us of any requirement, problem or condition relating to You or Your animal which might be relevant to You participating in, or for which You may require assistance, and inform Us of any such matter. We will [discuss with You] inform You if We decide not to use of the particular requirement, or if We do not accept Your order, You must act in accordance with any advice given by Us relating to the matter]; and

- (b) Due to the remote location of the session, We do not undertake to and cannot supervise, and do not intend to provide any medication or any other items or any other assistance (or arrange for or alert any third party to do so) if Your animal has any urgent or emergency medical or other need arising or after any session.
- (c) Notwithstanding "(b)", if there is such an urgent or emergency medical or other need, We will endeavour to offer suggestions and advice in relation to any action that You might take in the event of such a need. We are able to offer further assistance, or where We are able to attend to the animal, We will attend to the animal if You bring it to the session. We are able to offer a call out visit to You.
- (d) Where We advise that any medication or other item is needed for Your animal (urgently or otherwise), We will discuss/agree with You the particular medication or other item concerned and the steps that You should take for it, whether from a local pharmacy or otherwise.
- (e) Our sessions will be conducted in accordance with, including, but not limited to, the Animal Welfare Act 1966, the Animal Welfare Regulations 2013 and the Supply of Medicines Regulations 2005.

9. Vets

Please note that:

- (a) We will in Our discretion assign a Vet to each session. Where a Vet is assigned to a session, We will endeavour to assign the same Vet to that session, but We will endeavour to minimize the change of Vet from one session to the next in relation to each Subscription.

EITHER

[may assign different Vets to different sessions, but We will endeavour to minimize the change of Vet from one session to the next in relation to each Subscription.]

OR

[will ensure as far as possible that We assign the same Vet to those Sessions, but We will endeavour to minimize changes of Vet from one session to the next in relation to each Subscription.]

- (b) In any event, the Vet assigned to each session will be appropriately qualified and/or experienced and will be competent to conduct the session and will be able to do so, that We assign the same Vet to that session, but We will endeavour to minimize changes of Vet from one session to the next in relation to each Subscription.]

- (c) Details of actual or potential experience of the Vets who We may or will assign to You. [Where We are able to and so, We include or experience of Our V

or experience of the Vets who We available to see on Our Site. [Where or helpful to Our customers to do of current and former roles or

10. Scope of Our Content

Content offered: We offer responsible for care of a information about animal h

to owners of animals and others ons aim to provide advice and

Period of a session: We provide an individual cons number e.g. 60 >> minute purchase a Subscription).

o-way interactive session, We will u for a period of up to <<insert at We agree with You when You

Result of a consultation: all necessary and appro consultation means that completely We can provide You before, during or after animal in order to be able We will discuss the situation see and/or treat Your animal Any such in person appointment Our standard terms and co

reasonable endeavours to provide mation, the nature of an online n whether or how effectively or that means. However, We will tell consider that We should see Your and treatment for it. If that is view, our to arrange an appointment to or as a call out to Your premises. r Your premises will be subject to person appointments.

We make no warranty or about as a result of providi

y particular result will be brought online consultations.

Lateness: We expect You before the scheduled start time.

ultation session at least 5 minutes sure that You are ready to start on

Missing a consultation s for any reason it is solely Y a substitute session as nec

available for a consultation session are that You arrange and purchase

Information: Items or mat other materials or items th that You might purchase o do so where We think it is with the health, welfare or Us by means of download extra cost.

ke suggestions as to any videos or might download from Our Site or Us or any third party/ies. We will You to have a copy in connection ere such items are available from bscription will include them at no

11. Provision of medicines, e

at Your expense

We are not responsible for items for You for Your a consider You will or might or care of Your animal. If You that You should obtain

ny medicines, equipment or other [suggest items to You that We onnection with the health, welfare ch item important, We will advise

We recommend that You t cover Your animal. We are or pet health insurance pol insurance provider.

l or pet health insurance policy to mmendations with regard to animal ated with any animal or pet health