

Dated

21 February 2023

TERMS AND CONDITIONS FOR THE SUPPLY OF VETERINARY SERVICES

1 INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

“Business Day” a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“Charges” the charges payable by the Customer for the supply of the Services in accordance with clause 5.

“Commencement Date” has the meaning given in clause 2.2.

“Conditions” these terms and conditions as amended from time to time in accordance with clause 11.5.

“Contract” the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

“Control” has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

“Customer” or “You” the person who purchases Services from the Supplier.

“Customer Default” has the meaning set out in clause 4.2.

“Data Discloser” a party that discloses Shared Personal Data to the other party.

“Data Protection Legislation” all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

“Intellectual Property Rights” patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Order” the Customer’s order for Services as formed by the Customer’s purchase for a subscription via Zanda / Powerdiary.

“Paid Content” means any content, from time to time, (including text, graphics, images, audio, and video) comprising any session of online consultation, advice, guidance, or information.

“Powerdiary/ Zanda” means the third party website and services provided on powerdiary.com/uk [<https://zandahealth.com/uk/>] in relation to the Services.

“Services” the services, including the Deliverables, supplied by the Supplier to the Customer, as set out in this Contract and Schedule 1.

“Shared Personal Data” means the personal data to be shared between the parties under clause 7 of this agreement.

“Subscription” means an online subscription to the Services via Zanda / Powerdiary, purchased by the Customer, which provides the Customer with access to Paid Content, comprising of:

- a) one or more specific single events or items; and/or
- b) one or more series or collections of two or more specific events or items; and/or
- c) one or more or all types of events or items available on or via www.petskindoctors.com.

“Supplier” or “We” AniDerm Referrals (**“AniDerm”**), a business based at 60 Tottenham Court Road, Office 116, Fitzrovia, London, W1T 2EW

“Supplier’s Site” means www.petskindoctors.com.

“Vet” refers to Dr Peter Kukadia, who is a member of and regulated by the Royal College of Veterinary Surgeons (RCVS).

“UK GDPR” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

“VAT” value added tax under the Value Added Tax Act 1994 and any similar tax that is imposed in addition to or replacement for it;

1.2 Interpretation:

1.2.1 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:

1.2.1.1 is a reference to it as amended, extended or re-enacted from time to time; and

- 1.2.1.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2.2 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3 A reference to **writing** or **written** includes email.

2 BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services by accessing the Supplier's Site and purchasing a Subscription through Zanda / Powerdiary in accordance with these Conditions and Schedule 1 below.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 The written acceptance will contain the following information:
 - 2.3.1.1 confirmation of the Subscription ordered including details of the main characteristics of the Subscription and Paid Content available as part of it;
 - 2.3.1.2 pricing for the Customer's Subscription including, where appropriate, taxes, and other additional charges;
 - 2.3.1.3 the duration of the Customer's Subscription (including the start date and times); and
 - 2.3.1.4 confirmation of the Customer's acknowledgement that the Paid Content will be made available to the Customer at the time of the Customer's appointment.
- 2.4 In the unlikely event that the Supplier does not accept or cannot fulfil the Customer's request for services, the Supplier will contact the Customer via email with an explanation as to why this is the case. If payment has already been taken, any sums will be refunded to the Customer in accordance with the third party payment terms, a copy of which is available here <https://stripe.com/gb/legal/end-users>.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3 SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Customer in accordance with this Contract in all material respects, the terms of which do not apply to customers purchasing Subscriptions and accessing Paid Content in the course of any business trade, craft or profession carried on by either them or any other person/organisation.

3.2 The Services are provided via an online platform and are to be used for general dermatological advice only. Accordingly, separate terms and conditions governing the use of such platform shall apply and are merely incorporated into this Contract by reference on a pass-through basis, a copy of which is available here <https://www.powerdiary.com/uk/terms-of-use/> [https://zandahealth.com/uk/terms-of-use/]. The services are not an emergency service and are not intended to replace a physical examination by a veterinary surgeon. In the event of an emergency, the Customer should contact their daytime veterinary practice and follow their out of hours advice.

3.3 The Customer cannot use these Services to seek medical advice for an animal that is unconscious, having breathing difficulty, bleeding or showing any symptoms that require urgent veterinary attention, and the Supplier shall have no liability whatsoever in relation to this. In a life-threatening emergency, the Customer is advised to take their pet to the nearest emergency veterinary practice immediately.

3.4 Should the Supplier recognise any of the above situations during a consultation, they will immediately ask the Customer to refer to their normal daytime veterinary practice or out of hours provider.

3.5 The Supplier is not able to prescribe prescription only medicines - veterinary (POMV medication(s)). In this instance, based on the clinical information available to us at the time of the online consultation, the Supplier may make suggestions to the Customer regarding which POM-V medication(s) to consider in the treatment process. The primary responsibility of prescribing the POM-V product will be with the Customer's routine primary care practice as the animal will still be deemed to be under their care.

- 3.6 The Supplier reserves the right to amend Schedule 1, at any time, if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.7 The Supplier shall deliver the Services using reasonable care and skill.
- 3.8 Time shall not be of the essence for performance of the Services.
- 3.9 Any advice or opinions provided by the Supplier are based on the information submitted by the Customer and are those of the individual Vet and not necessarily the views of the company, its members, managers, consultants, other veterinarians, employees, agents, advertisers or affiliates. The Supplier shall not be responsible or liable for any application or determination made on the basis of such telemedicine advice and all information obtained directly or indirectly from the Services is provided at Customer's own risk.

4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- 4.1.1 co-operate with the Supplier in all matters relating to the Services;
 - 4.1.2 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, including but not limited to any clinical history or audio-visual material, and ensure that such information is complete and accurate in all material respects;
 - 4.1.3 provide instructions that are of sufficient detail, accuracy and quality to allow the Supplier to perform its obligations under this agreement; and
 - 4.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
- 4.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 4.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies

the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

4.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2, or other veterinary service or any injury or death caused to an animal as a result; and

4.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5 CHARGES AND PAYMENT

5.1 The Charges for the Services shall be paid in advance of the consultation, directly via the Zanda / Powerdiary /Paypal online payment platform. This will apply to all subscriptions.

5.2 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.3 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) prior to the Services being supplied.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

6.2 If necessary, the Supplier grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence for the purpose of receiving and using the Services and any associated deliverables.

6.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.

7 DATA PROTECTION

7.1 For the purposes of this clause 7, the terms controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures shall have the meaning as set out in the Data Protection Legislation.

7.2 Each party acknowledges that a party (referred to in this clause as the Data Discloser) will disclose to the other party Shared Personal Data collected by the Data Discloser in relation to the Services.

7.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

7.4 Each party shall:

7.4.1 give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing.

7.4.2 process the Shared Personal Data only in relation to the Services;

7.4.3 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

7.4.4 not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there

are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

7.5 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

7.5.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

7.5.2 promptly inform the other party about the receipt of any data subject rights request;

7.5.3 provide the other party with reasonable assistance in complying with any data subject rights request;

7.5.4 not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;

7.5.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;

7.5.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

7.5.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;

7.5.8 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

7.5.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 7; and

7.5.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

7.6 By entering into this agreement, the Customer consents to all actions taken by the Supplier in connection with the processing of personal data, provided these are in compliance with the then-current version of the Supplier's privacy policy available at [INSERT COMPANY WEBSITE URL] (Privacy Policy). In the event of any inconsistency or conflict between the terms of the Privacy Policy and this agreement, the Privacy Policy will take precedence.

8 LIMITATION OF LIABILITY

8.1 Nothing in this Contract shall limit any liability which cannot legally be limited, including liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Without prejudice to clause 8.1, under no circumstances shall the Supplier be liable for any costs, damages, claims, actual or alleged, howsoever arising suffered by the Customer, including, but not limited to, loss of data, loss of profits, anticipated profits, savings, or any other sort of economic loss.

8.3 Without prejudice to clause 8.1, the Supplier's maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of the Supplier's obligations under this Contract in respect of any one or more incidents or occurrences shall be limited to a sum equal to the total value of the Charges paid by the Customer to the Supplier for the Services relating to that specific Order, as at the date of such act or omission. The Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.4 This Contract sets forth the full extent of the Supplier's obligations and liabilities in respect of its supply of Services to the Customer. In particular, there are no conditions, warranties or other terms, express or implied, including as to quality, fitness for a

particular purpose or any other kind whatsoever, that are binding on the Supplier except as specifically stated in this Contract. Any condition, warranty or other term concerning the Services which might otherwise be implied into or incorporated within this Contract, whether by statute, common law or otherwise, is expressly excluded.

8.5 It is strongly recommended that the Customer takes out a suitable animal or pet health insurance policy to cover your animal. The Supplier is unable to provide recommendations with regard to animal or pet health insurance policies and is not affiliated with any animal or pet health insurance provider.

8.6 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.7 Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.

9 TERMINATION

9.1 Without affecting any other right or remedy available to it, the Customer may terminate this Contract by deleting their account. Any refunds for Subscriptions paid are issued at the sole discretion of the Supplier, who is under no obligation to issue a refund in the event of termination.

9.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Contract without notice and with immediate effect if the Customer breaches any of the terms of this agreement. Any Subscriptions purchased will not be refunded.

9.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract by giving the other party 7 days written notice.

9.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or terminate the Contract or any other contract between the Customer and the Supplier with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

10 CONSEQUENCES OF TERMINATION

- 10.1 On termination of the Contract, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted.
- 10.2 The Customer will no longer be able to access the Paid Content and any scheduled appointments will be cancelled.
- 10.3 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination
- 10.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11 GENERAL

- 11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 11.2 **Assignment and other dealings.**
- 11.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 11.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 11.3 **Confidentiality.**
- 11.3.1 The Customer undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.4.

11.3.2 The Supplier may disclose the other party's confidential information to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3.

11.3.3 The Supplier is entitled to maintain and store customer information or material and shall have the right to publish or share anonymised customer information or material for publicity, lecturing, training, research or other purposes.

11.3.4 Each party may disclose confidential information as may be required by law, a court of competent jurisdiction, veterinary body, insurer or any governmental or regulatory authority.

11.3.5 The Customer shall not use the Supplier's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 **Entire agreement.**

11.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.4.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

11.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 11.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.8 Notices.

11.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the following email address: anidermvets@outlook.com.

11.8.2 Any notice or communication shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 11.8.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

11.8.3 This clause 11.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.9 Third party rights.

11.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

11.10 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or

formation shall be governed by and construed in accordance with the law of England and Wales.

11.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

SCHEDULE 1

The Services

1. Use of the Zanda / Powerdiary telemedicine platform to access consultation with a veterinary surgeon (“the Content”) online

We offer the Content online or on the telephone in conjunction with the online service.

We use technology which allows us to provide the Content, provided that you have the appropriate technology (see below) to receive the Content. For this purpose, we use the Zanda / Powerdiary telemedicine platform.

Where we are to make any of the Content available for you via Powerdiary rather than any other platform, it will be on the following basis.

2. The technology that We will be responsible for providing

We will subscribe to Zanda / Powerdiary and will pay any necessary fees to them to maintain that subscription. It will enable us to act as “host” and to provide the Content to you over the internet.

To receive or participate in any of the sessions via the Zanda / Powerdiary platform, you will need to join an online session which is within the scope of your subscription. You will not need to pay any fee or charge to use the telemedicine platform facility or

join that session: You will only need to pay for the content / advice made available by Your Subscription.

We do not provide any PC, laptop, tablet, mobile phone or other hardware ("Device") or any Powerdiary telemedicine App or other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable you to use the telemedicine service.

3. The technology and other items that You will be responsible for providing

It will be your sole responsibility to ensure that you have access to, and familiarity with all necessary technology so that you can receive and participate in sessions via the Zanda / Powerdiary service.

You will need to ensure that you have access to and use the following non-exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device which is adequately charged;
- (b) An up to date Zanda / Powerdiary app, software where applicable. It will need to be downloaded to Your Device, and installed and working fully and correctly on Your Device, so that You can receive the Content;
- (c) Stable, reliable, internet access with adequate speed;
- (d) A location with a suitable environment for You and Your animal in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as necessary, without the presence of any other person to distract You or the Vet;
- (e) Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of any session, external microphone and/or speakers as reasonably necessary; and
- (f) A camera facility that is part of or connected to the Device which is adequate for the purpose of the Vet being able to remotely view or examine your animal with your assistance.

We do not supply or make available the Zanda / Powerdiary / Zoom telemedicine platform that you use to access any Paid Content. We are not a party to your download and use of that platform, and we will have no responsibility or liability to you in relation to it in any respect. It will be subject to and governed by such terms and conditions and

privacy policy of Zanda / Powerdiary / Zoom as the third party provider of the platform to you imposes on such download and use.

4. Scope of what We make available to access

We do not, and cannot, assist you to obtain, set up, maintain, or operate any technology. If you need any assistance or advice about technology, you should seek it from an appropriate third party. We do not, and cannot, give you any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that you need or use for the purpose of receiving the Content. However, we may, if you request it, either before or during any session, and without charge, offer suggestions in good faith to resolve any problem with that technology that you report, but it will not be in the nature of advice to you. We do not therefore take on any responsibility or accept any liability to You if any such suggestion does not help You to resolve any problem

We will not be responsible or liable to you if you are unable to access any of the Content due to any failure or delay in performing our obligations under the Contract resulting from any cause beyond our reasonable control. In any such case, you will remain liable to pay for the Paid Content that we have made available for you. Such causes beyond our reasonable control may include (but are not limited to):

- (a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- (c) Failure of or defect in the Zanda / Powerdiary telemedicine platform used by Us or You to make the Content available 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 Subscription and enable you to receive any Content, You will first need to setup and then maintain an account with powerdiary.com. The Zanda /

Powerdiary site will guide you through the process of setting up an account. Please also note the following in regard to account setup.

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

We only offer Paid Content for use in the UK to individuals residing in the UK. You may only open an account with a residential address in the UK.

During the process of setting up an account, you will be required to choose a password and user name. We recommend that you choose a strong password for your account.

You may be asked for additional information regarding your account, such as your email address.

6. Your responsibility for your account and its 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 liable for any unauthorised use of your account.

You are fully responsible for maintaining the confidentiality of your password and account information and for all activities that occur under your password or account. You must ensure that you log out from your account at the end of each session accessed by you. You must immediately notify us of any unauthorised use of your password or account or any other breach of security relating to your account.

You must never use anyone else'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 at a later date, it is your responsibility to ensure that your account is kept up-to-date.

If you have an active Subscription, your account will remain active for the duration of the period of that Subscription or, if later, until the end of the latest access period granted to any Instruction by the Subscription.

Account closures or deletion can be completed via powerdiary.com

7. Your privacy and security on each occasion when Content is accessed

Note that all consultation sessions that you purchase will be accessible only to you as individual private two-way live interactive consultation sessions.

8. **Health and Safety**

You acknowledge and agree that:

You must tell us of any special requirement, problem or condition relating to you or your animal of which you are aware which might be relevant to you participating in, or how you participate in, that session. We will discuss with you any such matter that you tell us, and inform you if we decide not to accept your order for a Subscription because of the particular requirement, problem or condition in question. If we do accept your order, you must act in accordance with any instructions provided by us relating to the matter; and

- (a) Due to the remote nature of online sessions, we do not undertake to and cannot supervise, attend, assist or provide any medication or any other items (or arrange for or alert any third party to do so), whether or not your animal has any urgent or emergency medical or other need or problem before, during or after any session.
- (b) Notwithstanding “(b)” above, where there is such an urgent or emergency medical or other need or problem, We will endeavour to offer suggestions during the session as to any course of action that You might take in the circumstances.
- (c) Where We advise that it is necessary or advisable that any medication or other item is needed or should be given to Your animal (urgently or otherwise), We will discuss/agree with You the particular medication or other item concerned and the means by which You might obtain it and/or a prescription for it.
- (e) Our sessions will comply with all applicable laws, rules and regulations including, but not limited to, where relevant, the Veterinary Surgeons Act 1966, the Animal Welfare Act 2006, the Veterinary Medicines Regulations 2013 and the Supply of Relevant Veterinary Medicinal Products Order 2005.

10. **Scope of Our Content**

Content offered: We offer online consultations to owners of animals and others responsible for care of animals. Our consultations aim to provide advice and information about animal health, welfare and care.

Period of a session: Where a session is a live two-way interactive session, we will provide an individual consultation session for you for a period of up to 30 minutes.

Result of a consultation: Whilst We will use our reasonable endeavours to provide all necessary and appropriate advice and information, the nature of an online consultation means that there are limitations on whether or how effectively or completely we can provide veterinary services by that means. However, we will tell you before, during or after a consultation if we consider that your animal be seen face to face in order to be able to provide proper care and treatment for it. If that is the view, we will advise you to make an appointment at your regular primary care practice. Any such in person appointment at your regular primary care practice will be subject to their own terms and conditions.

We make no warranty or representation that any particular result will be brought about as a result of providing you with one or more online consultations.

Lateness: We expect you to be ready for a consultation session at least 5 minutes before the scheduled start time of the session to ensure that you are ready to start on time.

Missing a consultation session: If you are not available for a consultation session for any reason it is solely your responsibility to ensure that you arrange and purchase a substitute session as necessary.

11. **Provision of medicines, equipment etc by You at Your expense**

We are not responsible for obtaining or providing any medicines, equipment or other items for you or for your animal, but we may suggest items to you that we consider you will or might need or find helpful in connection with the health, welfare or care of your animal. If we may consider any such item important, we will advise you that you should obtain it.