

# Terms and Conditions of Use

## 1. Introduction

These are the Terms and Conditions of Use (the “**Terms of Use**”) for the Pet Health Care Plans (the “**Plans**”) run by Blacklion Pet Hospital|The Greystones Pet Vet (the “**Clinic**”).

TrustVet Limited, a company incorporated in Ireland under registration number 579692 and whose registered office is Maynooth Business Campus, Maynooth , Co. Kildare, Ireland (the “**Company**”) provides the platform to the Clinic, through which the Plans are offered to You.

By signing a pet up to a Plan offered by the Clinic you warrant and represent that you are a Consumer. Nothing in the Terms of Use affects any statutory rights you may have as a Consumer.

You should read the Terms of Use in detail before signing up to a Plan. If you have any questions about the Terms of Use, then you should contact Us or the Clinic straight away. Once you subscribe to a Plan you will be bound by the Terms of Use in respect to the provision of that Plan.

## 2. Interpretation

### 2.1. Definitions

The following terms when used in the Terms of Use, or any document referred to herein, shall have the following meaning:

<b>Annual Payment</b>	means the full annual Subscription Fee of a Plan which becomes payable in full, in advance of the Plan Term;
<b>Applicable Laws</b>	means any law, statute, regulation, order, judgement, decision, recommendation, rule, policy or guideline passed or issued by parliament, government or any competent court or authority in relation to the subject matter of the Terms of Use;
<b>Business Days</b>	means a day (other than Saturday, Sunday or public holiday in Ireland) when banks in Dublin are open for business;
<b>Cancellation Fee</b>	means the fee that will be payable in the event that a Plan is cancelled by You during the Plan Term;
<b>Clinic</b>	means the veterinary practice detailed in Clause 1, which offers the Plans to Consumers and is the provider of the Products and Services;
<b>Consumer</b>	means a person acting outside the course of his or her business or trade;
<b>Contract</b>	means the contract formed between You and the Clinic when You subscribe to a Plan, in accordance with the Terms of Use and the Company’s privacy policy which can be found at

[www.trustvet.com/privacy](http://www.trustvet.com/privacy);

<b>Monthly Instalment</b>	means each of 12 equal payments, which are due to be paid by You to the Clinic monthly in advance, in respect of the Subscription Fee;
<b>Payment Details</b>	means the electronic payment details validly entered by You onto the Website during registration for a Plan, as updated by You, from time to time;
<b>Plan</b>	means a preventative pet healthcare plan, which consists of a bundling of different Products and Services as described in promotional material, a copy of which has been provided to You, offered by the Clinic to Consumers and facilitated by the Company through the Website and the Processing Service;
<b>Plan Term</b>	means the twelve month period starting on date of Purchase, or the twelve month period starting on the date a Plan is amended (whether upgraded or downgraded), or the twelve month period starting on the anniversary of a Purchase or amendment (as the case may be);
<b>Processing Service</b>	means all or any of the services provided by the Company through the Website (or via other means by the Company) including the information services, content and transaction capabilities on the Website, the ability to create a subscription and the ability to charge a Subscriber a Subscription Fee, for the Products and Services, at regular intervals;
<b>Products</b>	means all or any of the veterinary products provided by the Clinic, included in the Plan to which a pet may be subscribed, details of which can be found on the Registration Form;
<b>Purchase</b>	means the subscribing of a pet to a Plan, by You, in accordance with the Terms of Use;
<b>Registration Form</b>	means the online registration form in relation to the Plans, which form part of the Processing Services, and to which the Terms of Use are attached, and the copy of the details entered by You during the registration process, along with details of the benefits included in the Plan, which are emailed to the email address provided, after registration;
<b>Service</b>	means all or any of the veterinary services provided by the Clinic, included in the Plan to which a pet may be subscribed, details of which can be found on the Registration Form;
<b>Subscribed Pet</b>	means a pet who has been subscribed, by name, to a Plan offered

by the Clinic and who is eligible to receive the Services included in the Plan, in accordance with the Terms of Use;

**Subscription Fee** means the amount payable by you to the Clinic in respect of the Plan;

**Terms of Use** means these terms and conditions of use, including the Company's privacy policy which can be found at [www.trustvet.com/privacy](http://www.trustvet.com/privacy), as amended from time to time;

**'We' or 'us' or 'our' or 'the Company' or "TrustVet" or "Company"** means TrustVet Limited, a company registered in Ireland under registration number 579692, that operates an online platform which facilitates the sign-up to, and administration of, Plans on behalf of the Clinic;

**Website** means the [www.trustvet.com](http://www.trustvet.com) website and any other websites, microsites or white labelled websites, generated by the Company through which Consumers are invited to subscribe to Plans;

**"You" or "you" or "Your" or "your" or "Subscriber"** means you, being any person who completed a Registration Form and subscribes a pet to a Plan from time to time.

## **2.2. Construction**

In the Terms of Use, the following rules apply:

- 2.2.1.** Any reference to any provision of any legislation, act or regulations shall include any modification re-enactment or extension thereof.
- 2.2.2.** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.2.3.** A reference to a party includes its personal representatives, successors or permitted assigns.
- 2.2.4.** Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.2.5.** A reference to "writing" or "written" includes faxes and emails.
- 2.2.6.** Headings are for convenience only and do not affect the interpretation of the Terms of Use.

## **3. Scope of use of the Terms**

- 3.1.** Use of the Processing Service, the Website and the Products and Service are each subject to the terms and conditions set out in the Terms of Use.
- 3.2.** As a Consumer, nothing in the Terms of Use affects your statutory rights.
- 3.3.** The Processing Services and the Website are intended solely for persons resident in the Republic of Ireland. Those who choose to access the Website or use the Processing Services from other jurisdictions are responsible for compliance with Applicable Laws if and to the extent that local laws are applicable.

- 3.4. The Website and Processing Service are for Your non-commercial, personal use only, must be used only as intended, and must not be used for business purposes.

#### 4. The Processing Service

- 4.1. We provide the Processing Service in order to facilitate the provision of pet health care plans by the Clinic through the Website. By providing the Processing Service, We act purely as a processor on behalf of the Clinic and are not involved in the provision of the Products or the Services.
- 4.2. If You subscribe to a Plan, it is the Clinic and not the Company that is:
- 4.2.1. the party with whom You are contracting in order to provide the Products and Services;
  - 4.2.2. the seller of the Products and Services;
  - 4.2.3. solely responsible for providing the Services to You in accordance with the description provided at the time that you purchased the Plan; and
  - 4.2.4. solely responsible for supplying any Products to You in accordance with the description provided at the time that You purchase the Plan.
- 4.3. To subscribe to a Plan and enter into a Contract with the Clinic, You must be 18 years of age or over.
- 4.4. Access to our Website and/ or the Processing Service is permitted on a temporary basis. We reserve the right to withdraw or amend the Website and/or Processing Service We provide without notice to You. We will not be liable if for any reason our Website or Processing Service is unavailable at any time or for any period of time.

#### 5. The Products and Services

- 5.1. The Products and Services are provided to You by the Clinic.
- 5.2. Your Purchase entitles the Subscribed Pet to receive the Products and Services listed in Your Plan and only those Products and Services. Full details of what Products and Services are included in the Plan are included on the Registration Form.
- 5.3. Up to date details of what Products and Services are included in Plans can be found on the Clinic Website or can be obtained from the Clinic.
- 5.4. For the avoidance of doubt, the following are not included in Plans:
- 5.4.1. Visits outside of normal opening hours;
  - 5.4.2. Visits to Your premises, or any premises other than the Clinic's premises;
  - 5.4.3. Treatments at or visits to any other veterinary clinics, even if such veterinary clinics are associated with the Clinic;
  - 5.4.4. Treatments or visits for pets other than the Subscribed Pet;
  - 5.4.5. Medication or surgeries, unless explicitly included in Your Plan;
  - 5.4.6. **Specialist treatment which may be required from veterinary surgeons who are not employed by or affiliated with the Clinic;**
  - 5.4.7. Euthanasia, cremation or burial of the Subscribed Pet.
- 5.5. The Plan does not prevent the Subscribed Pet from receiving treatment or services and products which are not included in the Plan. You will be responsible for paying for such treatment, services and products at the prevailing list prices. Where Your pet receives medication or

additional tests or treatments that are not covered under Your plan, You must pay the Clinic for these treatments at the time of your visit.

- 5.6. For the avoidance of doubt, plans are not transferrable between pets and Your plan entitles You to avail of Products and Services only in respect of the Subscribed Pet.
- 5.7. The Plan is a contract between You and the Clinic for the provision of the Services and Products detailed in Your Plan. The Plan is not transferable to other veterinary practices.
- 5.8. Where either the Company or the Clinic proposes to make what, in Our reasonable option, We consider to be a material change to your Plan, We will provide You with 30 days written notice of such change. If You do not wish the Contract to continue having regard to any change notified to You, You may terminate this Contract as outlined in clause 12 of the Terms of Use. Correspondence sent to the email address provided by You will be treated as adequate notice.
- 5.9. The Clinic may deem a Plan to be inappropriate for the Subscribed Pet (for example, where a pet's weight has increased such that the Products offered on the Plan are inadequate). In such instances You may be required to upgrade Your Plan to a more appropriate Plan.
- 5.10. Offers and discounts included in the Plan cannot be combined with other discounts.
- 5.11. For the avoidance of doubt, there is no insured benefit with the Plan. **THIS IS NOT AN INSURANCE POLICY.**
- 5.12. The Clinic reserves the right, in its sole discretion, to introduce a fair usage policy in respect of unlimited Products and/or unlimited Services which may be offered as part of the Plan.

## 6. **Payment & Pricing**

- 6.1. You agree that You will make monthly or annual payments in advance for the Products and Services.
- 6.2. The amount of such payments will be detailed for You during Your Purchase and confirmed on the Registration Form.
- 6.3. The first payment may include a once off sign up fee as specified during Purchase and on the Registration Form.
- 6.4. Payments are made by way of a recurring charge to the credit card or debit card provided.
- 6.5. If You fail to make any monthly payment on the due date for payment, We shall be entitled to suspend the provision of Products and Services to You until You have paid the overdue sum in full.
- 6.6. The Clinic reserves the right to terminate Your Contract in the event of non-payment, in accordance with Clause 12 of the Terms of Use.
- 6.7. Where a payment is past due, We will attempt to charge the credit/debit card provided until the payment is successful.
- 6.8. It is Your responsibility to provide Us with updated card details or bank account details if You or Your bank make any changes to these details. Failure to notify Us of such changes may result in Your access to the Services or Products being suspended or cancelled.
- 6.9. All payments collected by way of the Processing Services, on behalf of the Clinic, are inclusive of value added tax ("**VAT**"). VAT rates are liable to change and so We reserve the right to increase or decrease the Monthly Instalments to take account of increases or decreases in VAT rates, without providing notice to You.

- 6.10. For the avoidance of doubt, it is the Clinic and not the Company who is responsible for the remittance of VAT to the Revenue Commissioners in respect of the provision of Products and Services. The Company is acting purely as a collection agent in operating the Processing Services. If You require a VAT invoice for Your subscription payments, You should contact the Clinic.
- 6.11. The Clinic reserves the right to change the price of Your Plan on the anniversary date of Your Plan. The Company and/or the Clinic will notify You of the changed subscription amount. Correspondence sent to the e-mail address provided by You will be treated as adequate notice of such a change. If You do not agree with the change, You may terminate Your agreement within 30 days of receiving notice of the change in accordance with Clause 12 of the Terms of Use.
- 6.12. For the avoidance of doubt no interest element is charged on payments made under the Terms of Use.

## 7. Term

- 7.1. **The Plan is designed to help You spread your veterinary costs in respect of the Products and Services over a 12 month period, by making monthly in advance payments to the Clinic. Because Your costs for the Products and Services are spread over 12 months, this is a fixed-term 12 month agreement and You cannot terminate the agreement or stop paying the Monthly Instalments other than at the end of a 12 month period in accordance with clause 12 of the Terms of Use.**
- 7.2. Plans run for a period of 12 months and Subscription Fees are payable either annually in advance or in 12 equal monthly instalments in advance.
- 7.3. Your Plan will run for an initial Plan Term of 12 months and will automatically renew at each anniversary, for a further Plan Term of 12 months, until such time as it is terminated by You or Us in accordance with Clause 12 of the Terms of Use.
- 7.4. You agree that the Subscription Fee will be billed and will fall due automatically at the beginning of each Plan Term and You grant us permission to charge the Subscription Fee to Your Payment Details, in accordance with the billing schedule outlined on the Registration Form, in respect of the initial and each subsequent Plan Term.
- 7.5. Charges for each subsequent Plan Term will be at the same level as the preceding Plan Term, unless We or the Clinic have notified You otherwise, or You have upgraded or downgraded your Plan.
- 7.6. If You do not wish your subscription to a Plan to renew automatically at the end of the Plan Term, You must notify either the Clinic or the Company in writing before Your Plan automatically renews. If You do not notify Us, charges will be made to Your account. It is Your responsibility to notify Us or the Clinic of Your intention not to renew the Plan, in advance of renewal.
- 7.7. Cancellation of a Plan during the Plan Term may result in a charge for Products and Services, whether or not consumed by the Subscribed Pet.

## 8. Your rights

## **8.1. Cooling Off Period**

**8.1.1.** Under Regulation 15(2) of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (the “**Regulations**”), You are entitled to cancel Your subscription and receive a full refund of any amount paid, for any reason, including because You have changed your mind, during the 14 calendar days starting from the day of Purchase (the “Statutory Period”). You can request that Your order be cancelled during the Statutory Period by contacting the Clinic in writing, or by emailing us at [hello@trustvet.com](mailto:hello@trustvet.com).

**8.1.2.** The Statutory Period does not apply, in accordance with the Regulations, where You have commenced using the Products and/or Services and no refund of any amount paid shall be granted in such circumstances. By commencing to use the Products and/or Services You acknowledge that Your right to cancel under the Regulations has been lost. **For the avoidance of any doubt, if You have commenced using the Products or Services You are no longer entitled to a statutory cooling-off period.** Your statutory rights are not affected.

## **8.2. Cancellation and Refunds**

**8.2.1.** All Plans run for a period of 12 months and Plans can only be cancelled by contacting the Clinic. The Company is unable to cancel plans on behalf of You or the Clinic.

**8.2.2.** The Clinic reserves the right, in its sole discretion, to allow or to refuse the cancellation of the Plan.

**8.2.3.** In the event that a Clinic permits a Plan to be cancelled, a Cancellation Fee shall be payable to the Clinic which will be calculated as the lower of the remaining Monthly Instalments due to the end of the Plan Term and, the difference between the sum of the Monthly Instalments already paid in respect of the current Plan Term and the value of the Products and Services provided by the Clinic and consumed by the Subscribed Pet, at list price, in respect of the current Plan Term. You agree that this Cancellation Fee represents a genuine pre-estimate of the Clinic’s losses arising from such termination.

**8.2.4.** Under no circumstances will the Annual Payment be refunded in the event of a Plan cancellation.

## **8.3. Complaints**

**8.3.1.** Products and Services are provided, with reasonable skill and care, to the Subscribed Pet by the Clinic. If You are not satisfied with any aspect of the Product or Service, Your complaint should be addressed to the Clinic as a point of first recourse. In the event of a dispute between You and the Clinic, and where a refund is requested, We shall reserve the right, in our sole discretion, to approve or deny any such refund request in accordance with Applicable Laws.

**8.3.2.** In order to make a complaint in relation to the provision of the Processing Services, please contact Us at [hello@trustvet.com](mailto:hello@trustvet.com). We will be pleased to help you to the best of our ability.

#### **8.4. Refusal of Service**

- 8.4.1.** If the Clinic refuses to, or is unable to, supply some or all of the Products or Services, in accordance with the terms of the Plan, You should contact [hello@trustvet.com](mailto:hello@trustvet.com) to request a refund, providing the reasons for the refusal, if any reasons were given.
- 8.4.2.** We will be pleased to make enquiries on Your behalf and to help You to the best of Our ability.
- 8.4.3.** We shall reserve the right, in our sole discretion, to approve or deny any refund request, arising from refusal of service, in accordance with Applicable Laws.

#### **8.5. Deceased Pets**

- 8.5.1.** In the event of the death of the Subscribed Pet, the Plan will cancel in accordance with Clause 12 of the Terms of Use.
- 8.5.2.** You must notify the Clinic as soon as practicable that the Subscribed Pet is deceased and request that the Plan be cancelled with immediate effect. Failure to notify the Clinic may result in further charges to Your account.
- 8.5.3.** The Clinic reserves the right to charge or waive the Cancellation Fee in such circumstances.
- 8.5.4.** For the avoidance of doubt, the costs of euthanasia and cremation or burial are not covered by the Plan.
- 8.5.5.** Under no circumstances will amounts already paid in respect of the Plan Term be refunded.

### **9. Your obligations**

- 9.1. The Clinic offers Plans, for the provision of the Products and Services, via the Website to Pet Owners. You must provide a valid email address in order to Purchase a Plan from the Clinic, through the Website.
- 9.2. You warrant and represent that all information (including Payment Details) provided to Us, in order to Purchase a Plan is true, complete and accurate in all respects.
- 9.3. You warrant and represent that You are legally entitled to Purchase a Plan and by doing so, You acknowledge that You have read, accepted and understood the terms attaching to the Plan and the Terms of Use.
- 9.4. It is Your responsibility to ensure that the Products and Services offered by the Clinic, and which will be made available by the Clinic when You choose to Purchase a Plan, meet Your specific requirements before You Purchase a Plan or avail of the Services or Products.
- 9.5. It is your responsibility to read and comply with the Terms of Use, which include the Privacy Policy, which may be updated by Us from time to time.
- 9.6. You agree that You will abide by any additional terms, including fair usage policies, attached to the Plan by the Clinic.
- 9.7. The following uses of the Website, the Products, the Services and the Plans are expressly prohibited and You undertake not to do (or to permit anyone else to do) any of the following:
  - 9.7.1. transfer the Plan to a pet other than the Subscribed Pet;



- 9.7.2. furnish false data including false names, addresses and contact details and fraudulent use of credit/debit card numbers;
  - 9.7.3. entering into fraudulent interactions or transactions with Us or the Clinic (which shall include entering into interactions or transactions purportedly on behalf of a third party where You have no authority to bind that third party or You are pretending to be a third party);
  - 9.7.4. using the Processing Service, the Products, the Services, or the Website (or any relevant functionality of either of the Website) in breach of the Terms of Use;
  - 9.7.5. engage in any unlawful activity in connection with the use of the Website and/or the Products or Services, or the Processing Service; or
  - 9.7.6. engage in any conduct which, in our exclusive reasonable opinion, restricts or inhibits any other customer from properly using or enjoying the Website and/or the Processing Service.
- 9.8. It is Your responsibility to ensure You attend the appointments suggested by the Clinic. No financial compensation will be given if reminders for either Services or Products are not acknowledged. You agree that where You fail to attend a scheduled appointment, the Clinic shall have fulfilled its obligations in relation to the provision of the appointment, and that should you wish to reschedule such an appointment You may be charged at list price by the Clinic for the rescheduled appointment.
- 9.9. It is your responsibility to ensure that You fully understand what is required for each appointment, for example, You may be required to provide a urine sample from the Subscribed Pet. If You need assistance please contact the Clinic.
- 9.10. You are responsible for ensuring Your pet attends the Clinic regularly and that You comply with the treatment, Services and Products prescribe by the Clinic for Your pet. If, in the Clinic's reasonable opinion, they are not able to maintain Your pet's health due to any act or omission on Your part, the Clinic may end the Plan and Your Contract immediately, in accordance with the provisions of Clause 12, by giving notice to that effect.
- 9.11. Where your Plan includes flea and worm preventative Products, the Clinic may dispense a maximum of 3 months Product at any given time. It is Your responsibility to collect any Product due to You in a timely manner. The decision of which Product is most appropriate for the Subscribed Pet's needs rests entirely with the veterinary surgeon on duty.
- 9.12. **Where You have multiple pets that are similar in appearance, the Subscribed Pet must be microchipped or otherwise identifiable as the Subscribed Pet, unless each of the pets are Subscribed Pets.**
- 9.13. Services or Products listed in your Plan are available for the duration of the current Plan Term. It is Your responsibility to avail of Products or Services listed in the Plan during the Plan Term. Products or Services not availed of during the Plan Term, other than those Products and Services not availed of due to limitations on the part of the Clinic, will not be provided after the Plan Term, or in a subsequent Plan Term. For the avoidance of doubt, there can be no carry-over of Plan benefits after the end of the Plan Term.

## **10. Clinic obligations**

- 10.1. The Clinic will use commercially reasonable efforts to make the Products and Services available to the Prescribed Pet, during normal business hours, in accordance with the Terms of Use and the Plan Conditions.
- 10.2. The Clinic may require You to make an appointment and reserves the right to refuse Service where such an appointment is not kept.
- 10.3. The Clinic agrees to:
  - 10.3.1. co-operate with You in all matters relating to the Services and Products;
  - 10.3.2. perform any Service applicable to the Plan with the best care, skill and diligence in accordance with best professional practice;
  - 10.3.3. use personnel who are suitably skilled and experienced to perform tasks assigned to them in relation to the Services;
  - 10.3.4. ensure that the Products conform with all descriptions and specifications set out in the Plan, and that the Products be fit for the purpose stated and in accordance with the Applicable Laws;
  - 10.3.5. use the best quality goods, materials, standards and techniques, and ensure that the Products, and all goods and materials supplied and used in the services/products, will be free from defects in workmanship, installation and design; and
  - 10.3.6. obtain and at all times maintain all necessary licences and consents, and comply with all Applicable Laws and regulations.

## **11. Company obligations**

- 11.1. We shall make the Processing Service available to the Clinic, as defined at clause 4 of these Terms of Use and as further described on the Website, which enables the Clinic to administer the Plans.
- 11.2. The Processing Service and use of the Website, and the making of any Purchase, does not include the provision of a computer or other necessary equipment to access the Website or make a Purchase. To use the Website or to make a Purchase, You will require internet connectivity.
- 11.3. The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy. However, We will use all reasonable endeavours to correct any errors or omissions on the Website as soon as practicable after being notified of them. We do not guarantee that the Processing Service or the Website will be free of faults (or that the Plans will be free of error) and We do not accept liability for any errors or omissions.
- 11.4. We do not warrant that the use of the Processing Service or the Website will be uninterrupted and We do not warrant that any information (or messages) transmitted via the Processing Service or the Website will be transmitted accurately, reliably, securely, in a timely manner or at all.
- 11.5. We do not give any warranty that the Processing Service or the Website is free from viruses or anything else which may have a harmful effect on any technology.

- 11.6. We will use all reasonable endeavours to allow uninterrupted access to the Processing Service and the Website; however, access to the Processing Service and the Website may be suspended, restricted or terminated at any time.
- 11.7. We reserve the right to change, modify, substitute, suspend or remove without notice any information or service on the Website or forming part of the Processing Service from time to time.
- 11.8. We assume no responsibility for functionality which is dependent on the Clinic's browser, or Your browser, or other third party software, to operate.
- 11.9. We aim to update our Website regularly, and may change the content at any time. If the need arises, We may suspend access to our Website of the Processing Services, or close them indefinitely. Any of the material on our Website may be out of date at any given time, and We are under no obligation to update such material.
- 11.10. We do supply the Services and Products and do not warrant that they will be fit for purpose or free of defects.
- 11.11. We do not warrant that the full terms and conditions of the Plans will be listed in their entirety on the Website. You should refer to the Registration Form document provided to You at the time of Purchase for details of the Plan benefits.

## **12. Suspension & Termination**

- 12.1. The Clinic or the Company may terminate your Plan at any time by giving you notice of termination, to take immediate effect, if you commit any serious breach of the Terms of Use.
- 12.2. Your Plan may be cancelled or suspended if You fail to meet Your payment obligations as set out in clause 6. The Clinic and the Company reserve the right to immediately terminate Your agreement made pursuant to the Terms of Use and declare all fees and remaining monthly payments due for the Plan Term immediately due and payable.
- 12.3. The Clinic may terminate Your Plan if, in their reasonable opinion, You (and/or any person who brings the Subscribed Pet to the Clinic in relation to the Services) are aggressive and /or abusive to Clinic staff.
- 12.4. If You use (or anyone other than you, with Your permission uses) the Website, the Processing Services or the Services in contravention of the Terms of Use, either the Clinic or the Company may suspend your use of Website (in whole or in part), the Processing Services and/or the Services. The Company or the Clinic may also refuse to process any future transactions on Your behalf.
- 12.5. The Clinic and the Company shall fully co-operate with any law enforcement authorities or court order requesting or directing either of Us to disclose the identity, or locate anyone, in breach of the Terms of Use.
- 12.6. The Company shall be entitled immediately, or at any time, in whole or in part, to:
  - 12.6.1. suspend Your use of the Website and/ or the Processing Services;
  - 12.6.2. suspend the use of Website and/ or the Processing Services for persons We believe to be connected (in whatever manner) to You; and/or
  - 12.6.3. terminate the agreement made pursuant to the Terms of Use immediately if You commit any fraud against Us, the Clinic, or any other person or otherwise commit any breach of the Terms of Use.

- 12.7. Notwithstanding anything else in this Clause 12, We may terminate the agreement made pursuant to the Terms of Use at any time.
- 12.8. Our right to terminate the agreement made pursuant to these Terms of Use shall not prejudice any other right or remedy or action which We deem to be appropriate.
- 12.9. You, the Clinic or the Company may terminate the Plan by providing 30 days notice. Your rights to a refund in the event that You terminate the Plan are detailed in Clause 8.
- 12.10. For the avoidance of any doubt, upon termination of Your subscription in accordance with the Terms of Use, You will no longer be liable to make any further payments to the Clinic and You will no longer be eligible to receive any of the entitlements listed at Clause 5, or in the promotional materials from the Clinic.
- 12.11. If You terminate the Plan before Services are rendered or Products are supplied, the Clinic will retain the Monthly Instalments paid from the start of the Plan Term to the date of termination. If You opted for an Annual Payment, and You terminate the Plan before Services are rendered or Products are supplied, the Clinic will refund the Annual Payment on a pro-rata basis.
- 12.12. The Clinic reserves the right to terminate Your Plan immediately should Your account with the Clinic for non-Plan related services or products go into arrears.

### **13. Indemnity**

- 13.1. You hereby agree to indemnify and keep indemnified the Company its successors and assigns and each of its respective directors, officers, employees and agents from and against any and all liability, damages, losses, claims (including reasonable legal fees) arising out of any claims or legal proceedings which are brought or threatened against Us by any person arising from Your use of the Website, the Processing Service, the Service, the Products or any breach of the Terms of Use by You.
- 13.2. Furthermore, You hereby acknowledge that any material downloaded or otherwise obtained through the use of the Website is done at Your own discretion and risk and that You waive any right to bring any claim or action against the Company or its successors, assigns, directors, officers, employees and agents for any loss, damage or injury arising from use of the Website and/or the Processing Services.

### **14. Limitation of liability**

- 14.1. The Company shall not be liable for any damage, whether direct, indirect, incidental, special or consequential relating to Our Website, our Processing Service, or the Services or Products. Under no conditions and in no event shall the Company be liable for any direct or indirect, incidental, consequential, special or exemplary damages or loss howsoever arising, (including but not limited to negligence or breach of the Terms of Use or otherwise) or for any loss of data, profit, revenue, goodwill or business howsoever caused even if that loss or damage was foreseeable by, or the possibility of it was brought to the attention of the Company except as required by Applicable Law.
- 14.2. Although rigorous protocols are applied to the Website and the Processing Services, the Company does not make any warranty or representation that the Website and/or Processing

Services are free from infection by viruses or anything else that has contaminating properties.

- 14.3. The Company does not accept any liability for any losses or claims arising from any inability to access the Website or the Processing Services.
- 14.4. If Your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, You assume all costs thereof.
- 14.5. The Clinic's total liability to You (whether in contract, tort, negligence or otherwise and howsoever arising) shall in no event exceed twice the value of treatment, Services and Products covered by the Plan only and actually paid for by You in cleared funds over the current Plan Term.
- 14.6. Nothing in the Terms of Use seeks to limit or exclude either Company's or the Clinic's liability to You for death and/or personal injury to any person caused by either the Company's or the Clinic's negligence; and/or for any other matter that cannot be restricted and/or excluded under law.

## **15. Disclaimer**

The materials contained in the Website may contain inaccuracies and typographical errors. The Company does not warrant or represent the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the Website. You acknowledge that any reliance on any such opinion, statement, memorandum or information shall be at Your own risk. The Company reserves the right in its sole discretion to correct any errors or omissions in any section of the Website.

## **16. Viruses, Hacking & Other Offences**

- 16.1. You must not misuse our Website and/or the Processing Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website and/or the Processing Services, the server on which our Website is stored or any server, computer or database connected to our Website or the Processing Services. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.
- 16.2. By breaching clause 16.1 of the Terms of Use, You would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use our Website or the Processing Services will cease immediately.
- 16.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of Our Website and/or the Processing Services, or to your downloading of any material posted on our Website, or on any website linked to it.

## **17. Links from our website**

- 17.1. Where the Website contains links to other websites, and resources provided by third parties, these links are provided for Your information only. The Company may have received

consideration for third parties to include links to websites on our Website. We have no control over the content of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them.

## **18. Dealing with Clinics**

- 18.1. Your correspondence with, or dealings with, or participation with, clinics that may be found on our Website from time to time, are solely between You and such clinic. You agree that the Company shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as a result of the presence of such clinics on the Website.
- 18.2. Your use of the Products and Services is solely a matter between You and the Clinic, and is outside the scope of the Terms of Use.

## **19. Intellectual Property**

- 19.1. You acknowledge that all trade marks, trade names, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing; trade or business names; innovations, inventions whether or not capable of protection by patent or registration, registered design and topography rights; know-how, including data specifications, drawings and instructions; secret formulae and processes; rights protecting goodwill and reputation; database rights and rights under licences and consents in relation to such things, rights in the nature of unfair competition rights, and rights to sue for passing off and all rights or forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world; copyright, trademarks and other intellectual property rights in and relating to the Website and/or Processing Services (hereinafter referred to as "**Intellectual Property**") are solely owned by the Company. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, the Intellectual Property. All other trademarks, product names and company logos cited herein are the property of their respective owners.
- 19.2. All website design, text, graphics, the selection and arrangement thereof and all software are copyright of the Company. These do not include logos and graphics which are the property of the Clinic and/or any other third parties. All rights are reserved.

## **20. Data Protection**

- 20.1. Please see our Privacy Policy (<http://www.trustvet.com/terms/>) which forms part of the Terms of Use.
- 20.2. Neither the Company, nor the Clinic, stores the Payment Details supplied by You in relation to the Plan.
- 20.3. Personal data that You provide to Us in respect of this Service will be held by us in a database accessible by the Clinic and the Company. Such data will be used for the purpose of providing the Products and Services, as described in the Plan, to You.
- 20.4. We may occasionally contact You in respect of services which We believe may be of interest to You, unless You have told Us that You do not want to receive such contacts. You may opt out of communications that don't relate directly to Your Plan by contacting Us.
- 20.5. We will not sell or pass your personal data to any third party without Your express consent.

**21. Force Majeure**

We shall not be liable to You as a result of any delay or failure to perform our obligations under the Terms of Use if and to the extent such delay or failure is caused by an event beyond our reasonable control including but not limited to strikes, lockouts or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

**22. Waiver**

- 22.1. A waiver of any right under the Terms of Use is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Terms of Use or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 22.2. Unless specifically provided otherwise, rights arising under the Terms of Use are cumulative and do not exclude rights provided by law.

**23. Notice**

Unless otherwise stated within these Terms of Use, notices to be given to either party shall be in writing and shall be delivered by hand, electronic mail (other than, if You are sending a notice to us for the purpose of legal proceedings) sent by fax or by pre-paid post, to you at the address you supplied to Us, or to Us at our registered office which is Ballydowd, Lucan, Co. Dublin.

**24. No Partnership or Joint Venture**

Nothing in these Terms of Use shall be construed as forming a partnership or joint venture with You or the Clinic. No third party company will have the right or ability to create any obligation on Our behalf.

**25. No other terms**

Except as expressly stated in the Terms of Use, all warranties, conditions and other terms, whether express or implied, by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

**26. Assignment**

- 26.1. You may not assign or delegate or otherwise deal with all or any of Your rights or obligations under the Terms of Use.
- 26.2. The Clinic and the Company shall have the right to assign or otherwise delegate all or any of our rights or obligations under the Terms of Use to any person.

**27. Entire Agreement**

- 27.1. The Terms of Use and our Privacy Policy, represents the entire agreement between You and Us and supersedes any previous arrangement, understanding or agreement between You and Us relating to the subject matter of the Terms of Use, whether oral or in writing.
- 27.2. You acknowledge that, by agreeing to the Terms of Use and the Privacy Policy, You are not relying on any statement, representation, assurance or warranty other than as expressly set out in the Terms of Use.
- 27.3. Nothing in this Clause shall limit or exclude any liability for fraud.

**28. Changes to Terms**

- 28.1. Where either the Company or the Clinic proposes to make what, in Our reasonable option, We consider to be a material change to either the Terms or Use or to Your Plan, We will provide You with 30 days written notice of such change. If You do not wish the contract to continue having regard to any change notified to You, You may terminate this contract as outlined in clauses 8 and 12. Correspondence sent to the email address provided by You and will be treated as adequate notice.

**29. Severability**

If any provision of the Terms of Use is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**30. Jurisdiction & Applicable Law**

The Terms of Use shall be governed by, and construed in accordance with, the laws of Ireland. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Ireland over any claim or matter arising under or in connection with the Terms of Use.