

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY SIGNING UP TO OUR SERVICE YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

Who we are and what this agreement does?

We, Vet-AI Ltd of Ebble House, Odstock, Salisbury, England, SP5 4JB, license you to use:

- the Joii mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it; and
- the services you connect to via the App and the content we provide to you through it
- (**Feature(s)**),

on a mobile or handheld device (your **Device**) as permitted in these terms.

Your privacy

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [Privacy Policy](#) and it is important that you read that information.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Feature may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Push notifications

When you use the App and the Features, we may provide push notifications to your Device to enhance or assist with your use of the App and the Features. You can enable or disable these notifications at any time by accessing the settings menu in the App. When these notifications are enabled, we will accept this as your consent to receive such notifications to your Device. All push notifications will be provided in accordance with our [Privacy Policy](#).

Please be aware that if you disable certain push notifications, this may impair or prevent your use of some or all of the App and/or the Features.

Additional terms for specific Features

In addition, the Features set out below will be governed by the following terms of use and privacy policies:

Feature	Link to terms of use	Link to privacy policy
Consultation Services terms	Consultation Services Terms	Privacy Policy
Supply of Products terms	Supply of Products Terms	Privacy Policy

If you are an iOS user, Apple App Store's terms also apply

The ways in which you can use the App may also be controlled by the Apple App Store's rules and policies available at www.apple.com/legal/internet-services/itunes/ and the Apple App Stores' rules and policies will apply instead of these terms where there are differences between the two.

If you are an Android user, Google Play Store's terms also apply

The ways in which you can use the App may also be controlled by the Google Play Store's rules and policies available at play.google.com/intl/en_uk/about/play-terms/index.html and the Google Play Stores' rules and policies will apply instead of these terms where there are differences between the two.

Operating system requirements

This App requires your Device to be running either:

- the Apple iOS 10.0 operating system and above; or
- the Google Android 5 API 21 operating system and above,

and requires the minimum processing power and memory capacity to run those operating systems as is stated by the owner of the relevant operating system.

If your Device does not meet these minimum requirements, this may impair or prevent your use of the App and the Features, and you should not use the App.

Support for the App and how to tell us about problems

Support. If you want to learn more about the App or the Feature or have any problems using them, please take a look at our support resources within the App or contact us at enquiries@joipetcare.com.

Contacting us (including with complaints). If you think the App or the Features are faulty or misdescribed or wish to contact us for any other reason, please email our customer service team at enquiries@joipetcare.com.

How we will communicate with you. If we have to contact you outside of the App we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

How you may use the App, including how many devices you may use it on

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto your Device and view, use and display the App and the Features on such Device for your personal purposes only.
- provided you comply with the [licence restrictions](#), make copies of the App for back-up purposes strictly only as is necessary; and
- receive and use any free supplementary software code or update of the App incorporating 'patches' and corrections of errors as we may provide to you.

You must be 18 to accept these terms and use the app

You must be 18 or over to accept these terms and use the App.

You may not transfer the App to someone else

We are giving you personally the right to use the App and the Features as set out in '[How you may use the App](#)' section. You may not otherwise transfer the App or the Features to someone else, whether for money, for anything else or for free. If you sell any Device on which the App is installed, you must remove the App from it.

Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days' notice of any change by sending you an SMS or email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Features.

Update to the App and changes to the Features

From time to time, we may automatically update the App and change the Features to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Features.

If someone else owns the phone or Device you are using

If you download or stream the App onto any phone or other Device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other Device.

We may collect technical data about your Device

By using the App or any of the Features, you agree to us collecting and using technical information about the Devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Features to you.

We may collect location data (but you can turn location services off)

Certain Features will make use of location data sent from your Device. You can turn off this functionality at any time by turning off the location services settings for the App on the Device. If you use these Features, you consent to us and our affiliates' and licensees' transmission,

collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services.

You may stop us collecting such data at any time by turning off the location services settings on the App.

We are not responsible for other websites you link to

The App or any Feature may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Features in any form, in whole or in part to any person without prior written consent from us;
- not make any use of the App in supplying any service to any other person, whether for payment or otherwise save with prior written consent from us;
- not copy the App or Features, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, or Features nor permit the App or the Features or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Features on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Features nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent

program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:

- is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Feature.

Acceptable use restrictions You must:

- not use the App or any Feature in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Feature or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Feature, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Feature;
- not use the App or any Feature in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Feature or our systems or attempt to decipher any transmissions to or from the servers running any Feature.

In addition, where you provide any information or upload any content (in any form, including but not limited to images, videos, and/or text) to us via the App and the Features, that content must:

- be true, complete, and accurate to the best of your knowledge, information and belief;

- be uploaded in good faith in order to use the App and the Features in good faith and for the purposes for which they are intended;

and must not:

- be defamatory of any person;
- be obscene, offensive, hateful or inflammatory;
- contain nudity, be sexually explicit material, or promote or solicit sexually explicit material;
- promote violence or self-harm;
- contain any violent or harmful behaviour towards any person or animal;
- be discriminatory or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- be malicious, frivolous, intended to cause annoyance, or intended or likely to deceive any person;
- breach any legal duty you owe to any third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be in contempt of court;
- be threatening, abusive, or invade another person's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- advocate, promote, incite or assist any unlawful or criminal act, racial hatred, or any act of terrorism; and/or
- contain any advertising or promote any services, whether yours or a third party's.

When we consider that a breach of these acceptable use restrictions has occurred, we may take such action as we deem appropriate. If you do not comply with these restrictions it will constitute a material breach by you of these terms, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the App and/or the Features;
- issue of a warning to you;
- legal proceedings against you for reimbursement of any losses or costs incurred resulting from your breach; and/or
- disclosure of such information or content to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of these acceptable use restrictions. The actions we may take are not limited to those described above.

Intellectual property rights

All intellectual property rights in the App and the Features throughout the world belong to us (or our licensors) and the rights in the App and the Features are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or the Features other than the right to use them in accordance with these terms.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused to any person by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was

caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App and the Features. The App and the Features are provided to assist and complement traditional veterinary services. They are not intended to and cannot be used as a substitute for any issues which require a physical visit to a veterinary surgery. We will advise you via the App and the Features when we consider a physical visit to a veterinary surgery necessary, but we are not responsible for anything which arises from a failure by you to follow our advice and we will not be liable for any loss or damage that may suffered by you taking, or refraining from, any action contrary to our advice.

The App and the Features are not suitable for use in a veterinary emergency. Although we will make reasonable efforts to direct you towards an emergency veterinary appointment as soon as possible when you use the App and the Features, we will not be liable for any loss or damage that may be suffered by you due to you using the App and/or the Features during a veterinary emergency. If your pet is exhibiting any of the following symptoms:

- bleeding heavily/uncontrollably;
- unresponsive or unconscious;
- major injuries of any kind (lacerations, loss of skin, damage to bones or joints, head or eye injuries);
- if you suspect your pet has eaten something toxic/poisonous (e.g. rodent poisons, antifreeze, chocolate, xylitol, lilies, or slug bait);
- heat stress or heat stroke;
- swollen abdomen;
- continuous fits;
- problems involving pregnancy or giving birth;
- choking, continuous coughing or gagging;
- inability to pass urine or faeces;

- obvious signs of pain/anxiety/distress;
- refusal to eat or drink for more than 24 hours;
- severe vomiting and/or diarrhoea;
- severe lameness, inability to stand or walk, or paralysis;
- not breathing or having difficulty breathing; or
- showing any symptoms that require urgent veterinary attention,

you should not use the App and/or the Features and should attend your nearest emergency veterinary surgery as soon as possible. This list is not exhaustive and you should seek urgent care at a veterinary surgery for any other symptoms where you are concerned that your pet is at risk or is suffering.

The accuracy and reliability of any advice or information we provide to you through the App and the Features is reliant upon the information you provide to us, and we will not be liable for any loss or damage that may be suffered by you taking, or refraining from, any action advised by us that is based on incorrect or incomplete information provided by you. This includes not notifying us of any current or pre-existing conditions, treatments, or medications that your pet has. If you are uncertain about any information you have provided to us, you must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Features.

Although we make reasonable efforts to update the information provided by the App and the Features, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

The App and the Features should only be used where it is reasonable in the circumstances. If you have a high-value animal (such as a show animal or racing animal), you should carefully consider whether the App and Features are appropriate for your animal. Save where the law requires otherwise, we will not be liable for any loss suffered to the extent that those losses are due to the animal being a high-value animal.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Features.

Check that the App and the Features are suitable for you. The App and the Features have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Features (as described on the applicable Appstore site and within the App) meet your requirements.

We are not responsible for events outside our control. We are not responsible for the provision of any telecommunications or data network to you. Certain elements of the App and the Features are provided to you via the Internet and require a sufficient data connection to operate correctly. We will not be liable for any failure of the App and the Features to operate correctly on your Device where this is caused by a lack of wireless connectivity, cellular signal strength, or you otherwise being unable to connect to a telecommunications or data network.

If our provision of the Features or support for the App or the Features is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Features you have paid for but not received.

We may end your rights to use the App and the Features if you break these terms

We may end your rights to use the App and Features at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Features:

- You must stop all activities authorised by these terms, including your use of the App and any Features.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may disable and/or delete your account and cease providing you with access to the App and the Features.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

No rights for third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this contract and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Alternative dispute resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint for online resolution to the *European Commission Online Dispute Resolution* platform. If you are not satisfied with the outcome you can still bring legal proceedings.