

NOTICE TO CLIENTS:

From 30 August 2025, VetCT shall cease to provide teleconsulting services and the updated standard terms and conditions below shall come into effect.

VetCT will continue to provide teleconsulting services accepted up to close of business on 29 August 2025 and the previous version of our terms (dated 23 March 2023) shall apply to such teleconsulting services.

Please contact us at info@vet-ct.com if you have any queries.

Notice dated 31 July 2025.

VetCT Standard Terms and Conditions 1 September 2025

These terms and conditions shall govern the Agreement to the exclusion of all other terms and conditions (including without limitation any terms and conditions contained in any purchase order, specification or other document supplied by the Client).

1 Definitions and interpretation

1.1 In this Agreement the following words and expressions shall have the meanings set out below:

“App” means the VetCT app made available by VetCT to the Client and its Authorised Users through the Apple App store or Google Play store;

“Authorised Users” means the veterinary surgeons, veterinary nurses and/or other staff employed or otherwise engaged by the Client who are authorised by the Client to access and use the Platform and App;

“Case” means the details of an animal patient case, including all Client Materials relating to that case, submitted to VetCT by or on behalf of the Client (in respect of which the Services are provided);

“Client Materials” means the materials, images, documents and information provided by the Client relating to the Services;

“Confidential Information” means any information in whatever form which is marked as confidential or which, by its nature or the circumstances of its disclosure, ought to be treated as confidential, including the Platform, App, Service Output and pricing information (which are VetCT’s Confidential Information) and the Client Materials (which, subject to clause 5.2, are the Client’s Confidential Information);

“Contract Year” means a period of 12 months commencing on the Effective Date or any anniversary of such date (as applicable);

“Effective Date” means the date on which the Client accepts the terms of this Agreement (or such other date as the parties may agree in writing);

“Fees” means the Teleradiology Fees and/or any other fees associated with the purchase of other Services, as applicable;

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Platform” means the VetCT platform made available by VetCT to the Client and its Authorised Users through the VetCT Website;

“Report” means a report prepared by or on behalf of VetCT for the Client in relation to a Case as part of the Teleradiology Services, which may include (without limitation) a small animal radiographic report, a small animal MRI report, a small animal CT report and/or a small animal fluoroscopy report;

“Responsible Vet” means the vet responsible for the animal patient, where such patient is “under his care” as defined by the RCVS (<https://www.rcvs.org.uk/setting-standards/advice-and-guidance/code-of-professional-conduct-for-veterinary-surgeons/supporting-guidance/veterinary-medicines/>) or where such vet holds a VCPR or Vet Client Patient Relationship with the client and patient as defined by AVMA (<https://www.avma.org/resources-tools/pet-owners/petcare/veterinarian-client-patient-relationship-vcpr>);

“Service Output” means the Reports and any other work and materials prepared or advice (whether verbal or written) given by or on behalf of VetCT to the Client in the course of providing the Services;

“Services” means the Teleradiology Services and/or other services (such as resident overread reports and training) selected by or on behalf of the Client through the Platform and/or App and accepted by VetCT (expressly or by its commencement of the Services);

“Teleradiology Fees” means the fees charged by VetCT in relation to the Teleradiology Services, as specified in the VetCT pricelist provided by VetCT (and available on request by emailing sales@vet-ct.com);

“Teleradiology Services” means the teleradiology services described on the VetCT Website and in the VetCT services brochure available on request by emailing sales@vet-ct.com;

“Term” has the meaning specified in clause 10.1;

“Use” means to (i) retain, use, copy, and modify and (ii) grant sub-licences to service providers and other relevant third parties to do the same in connection with the licensed purpose; and

“VetCT Website” means www.vet-ct.com.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 any words following the terms "including", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.2 use of the singular includes use of the plural and vice versa;

1.2.3 any reference to a "person" or "third party" includes natural persons, partnerships, companies and other incorporated or unincorporated bodies (in each case whether or not having separate legal personality);

1.2.4 a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it; and

- 1.2.5 any obligation on either party (i) to do something includes an obligation on that party to procure that thing is done and (ii) not to do something includes an obligation on that party not to allow that thing to be done.

2 Services

- 2.1 VetCT shall provide the Services to the Client with reasonable care and skill upon the terms of this Agreement.
- 2.2 VetCT shall use all reasonable endeavours to perform the Services in accordance with any applicable turnaround times specified in the applicable VetCT pricelist and services brochure (available on request by emailing sales@vet-ct.com) or as otherwise agreed between VetCT and the Client.
- 2.3 The Client acknowledges that access to VetCT's out of hours and enhanced turnaround time services is determined by VetCT on a case by case basis (depending on the Client's overall use of the Services) and VetCT reserves the right to remove the Client's access to such services at any time.

3 Service Output

- 3.1 VetCT owns and shall retain ownership of all intellectual property rights in the Service Output.
- 3.2 VetCT hereby grants to the Client a non-exclusive, non-transferrable, royalty free licence to use the Service Output for the purposes of the operation of the Client's veterinary surgery, practice, hospital or clinic (including the right to show the Report to the relevant customers of the Client). The Client shall not reproduce or publish the Service Output without the prior written consent of VetCT (such consent not to be unreasonably withheld or delayed).

4 Client Responsibilities

- 4.1 The Client shall obtain and maintain all necessary licences, registrations, permissions and consents that may be required for its receipt of the Services and shall, for the duration of this Agreement, comply and ensure the compliance with all applicable laws (in particular, those relating to the examination, diagnoses and treatment of animals).
- 4.2 The Client warrants that it is fully licensed as a veterinary surgery (or, as a minimum, employs or engages a veterinary surgeon who is fully licensed and who is nominated by the Client as the sole recipient to receive and analyse reports from VetCT) and that any such licence applies in every jurisdiction in which the surgery (and/or surgeon) examines, diagnoses and/or treats animals.
- 4.3 The Client further confirms and agrees to ensure that the Responsible Vet interprets and applies each Report (and any other applicable Service Output) in accordance with his/her professional duties and all applicable laws.
- 4.4 The Client shall:

- 4.4.1 send the Client Materials and instructions to VetCT through the Platform or App; and
 - 4.4.2 maintain primary copies of all Client Materials and the Client confirms that VetCT shall not be responsible for maintaining, storing or returning Client Materials unless otherwise agreed in writing between the parties.
- 4.5 The Client shall ensure that the Client Materials are accurate in all material respects and are of sufficient detail and quality to allow VetCT to perform the Services. The Client acknowledges that VetCT is under no duty to investigate the completeness, accuracy or sufficiency of any instructions or the Client Materials.

5 Client Materials

- 5.1 The Client owns and shall retain ownership of all intellectual property rights in the Client Materials.
- 5.2 The Client agrees that VetCT and its affiliates shall be entitled to Use and publish anonymized versions of the Client Materials for the purposes of teaching, publicity, research and otherwise operating and developing its business, and the Client hereby grants a perpetual, royalty free licence to VetCT and its affiliates for such purposes. For the avoidance of doubt, the Client Materials shall cease to be Confidential Information once anonymized.
- 5.3 The Client warrants that VetCT's use of the Client Materials in accordance with this Agreement does not and will not infringe the intellectual property rights of a third person.

6 Platform and App

- 6.1 VetCT owns and shall retain ownership of all Intellectual Property Rights in the Platform and the App.
- 6.2 VetCT grants to the Client a non-exclusive licence for the Term to access and use the Platform and App in accordance with this Agreement.
- 6.3 The Client shall:
 - 6.3.1 only use the Platform and App in connection with the provision of the Services by VetCT, and not make the Platform and App available for use by any third party without the prior written consent of VetCT; and
 - 6.3.2 use all reasonable endeavours to prevent any unauthorised use of the Platform and App and shall notify VetCT promptly after becoming aware of any such unauthorised use.
- 6.4 The Client shall not:
 - 6.4.1 disrupt, interfere with or restrict the use of the Platform, App and/or VetCT Website by other users including denial of service attacks, mailbombing, flooding or other deliberate attempts to overload the Platform, App and/or VetCT Website;
 - 6.4.2 upload, display or transmit any materials through the Platform, App and/or VetCT Website which are false, offensive, defamatory, threatening,

obscene, unlawful, which violate export control laws or which infringe the rights (including Intellectual Property Rights) of any other person anywhere in the world;

- 6.4.3 probe, scan or test the vulnerability of the Platform, App or VetCT Website or circumvent or hack any user authentication or security controls in respect of the Platform, App or VetCT Website, or attempt to do any of the foregoing;
 - 6.4.4 reverse compile, disassemble, reverse engineer, decompile, copy, duplicate, modify or adapt any software or other code or scripts forming part of the Platform, App and/or VetCT Website (except to the extent permitted by law that cannot be excluded) or attempt to transmit to or via the Platform, App and/or VetCT Website any information that contains a virus, worm, Trojan horse or other harmful or disruptive component;
 - 6.4.5 change, modify, delete, interfere with or misuse any files or other data contained in the Platform, App and/or VetCT Website; or
 - 6.4.6 use the Platform, App and/or VetCT Website in breach of any applicable law.
- 6.5 The Client shall procure that the Authorised Users comply at all times with these licence terms.

7 Fees and Payment

- 7.1 Save as otherwise agreed between VetCT and the Client, VetCT shall invoice the Client for the Fees at the end of the month during which the relevant Services were provided and the Client shall pay all Fees validly invoiced within 14 days of receipt of such invoice.
- 7.2 VetCT may increase its prices or vary its pricing structure and/or pricing assumptions from time to time. VetCT shall provide a minimum of one (1) months' prior written notice to the Client of any such price increase or other change.
- 7.3 Unless specified otherwise by VetCT, the Fees and any other sums payable to VetCT under this Agreement are exclusive of VAT and any other applicable sales tax, which the Client shall additionally pay to VetCT at the applicable rate from time to time. All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law.
- 7.4 If any payment of VetCT's invoice(s) is not made by the due date, then without prejudice to any other right or remedy to which VetCT may be entitled, VetCT may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and/or may suspend the Services until payment is made in full (in which case the Client shall be liable for any resultant costs and expenses incurred by VetCT).

8 Liability

- 8.1 Nothing in this Agreement shall exclude or limit the liability of VetCT for death (of a natural person) or personal injury (of a natural person) resulting from negligence, or for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited by law.

- 8.2 Subject to clause 8.1, in no circumstances shall VetCT be liable to the Client whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any indirect, special or consequential loss or for any loss of profit, loss of business, loss of reputation, loss or corruption of data, pure economic loss or any other similar loss, however arising.
- 8.3 Subject to clauses 8.1 and 8.2, VetCT's total liability to the Client whether in tort, contract or otherwise arising under or in connection with this Agreement shall be limited:
- 8.3.1 for any claim relating to a Case, to the Fees paid or payable in respect of that Case; and
- 8.3.2 in any event, to the total Fees paid or payable in the Contract Year to which any claim made under or on connection with this Agreement relates (or, after expiry or termination, to the Fees paid or payable in the final 12 months of this Agreement).
- 8.4 The Client acknowledges that:
- 8.4.1 the Reports (and other Service Output) are not based on a physical examination of the patient - they are an interpretation of findings only and are dependent on the accuracy and sufficiency of the Client Materials and, accordingly, VetCT shall not be liable for any loss or damage arising to the inaccuracy or insufficiency of the Client Materials; and
- 8.4.2 the Client is responsible for the Responsible Vet's application of the Report (and any other applicable Service Output) in the Client's practice and, accordingly, VetCT shall not be liable for the application of the Report (and/or Service Output) or any determination made on the basis of the Report (and/or Service Output) in the context of the Client's practice, except to the extent specified otherwise by VetCT in any warranty issued pursuant to clause 8.6 below.
- 8.5 Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including without limitation about quality, performance or fitness or suitability for purpose) are excluded to the fullest extent permissible by law.
- 8.6 VetCT may, from time to time, offer an additional warranty to the Client in writing (whether by email to the Client, publication on the VetCT website or otherwise) in which case that warranty shall form part of this Agreement and any limitation on VetCT's liability specified in writing in as part of that warranty shall apply to the warranty in the place of clause 8.3 above. VetCT reserves the right to withdraw or amend any such additional warranty at any time.

9 Confidentiality

- 9.1 Except where any use or disclosure is permitted in this Agreement or by the owning party in writing, each party shall treat the Confidential Information of the other party as confidential and shall not:

- 9.1.1 disclose that Confidential Information to any third party (or cause unauthorised disclosure through any failure to exercise due care and diligence); or
 - 9.1.2 use that Confidential Information other than for the purpose of exercising its rights and performing its obligations under this Agreement.
- 9.2 The parties agree that the Confidential Information may be disclosed:
 - 9.2.1 to any employees, officers, consultants, representatives or advisers of that party who need to know the information provided they are subject to equivalent obligations of confidentiality; and
 - 9.2.2 to the extent that such disclosure is required by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 9.3 The parties acknowledge that the Confidential Information will cease to be subject to the provisions of clause 9.1 to the extent that it is or becomes publicly known other than through any act or omission of the receiving party or was in the other party's lawful possession before the disclosure or is lawfully disclosed to the receiving party by a third party without restriction on disclosure.

10 Term and termination

- 10.1 This Agreement shall commence on the Effective Date and shall continue unless and until terminated in accordance with the terms of this Agreement ("**Term**").
- 10.2 Either party may terminate this Agreement without cause by giving the other party one (1) month's prior written notice.
- 10.3 Either party may terminate this Agreement with immediate effect (or following such notice period as it sees fit) without prejudice to any of its rights or remedies, by giving written notice to the other party if the other party:
 - 10.3.1 commits a material or persistent breach of the terms of this Agreement which is either incapable of remedy or which the other party fails to remedy within thirty (30) days of a notice in writing from the first party specifying the breach and requiring such breach to be remedied; or
 - 10.3.2 is unable to pay its debts; or becomes insolvent; or is subject to an order or a resolution for its liquidation, administration, winding up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or ceases or threatens to cease business; or is subject to any analogous event or proceeding in any jurisdiction.
- 10.4 Upon termination of this Agreement:
 - 10.4.1 any provision of this Agreement which is expressly or by implication intended to survive expiry or termination of this Agreement shall survive and continue in full force and effect; and

- 10.4.2 all amounts then owed to VetCT (including any fees incurred but not yet invoiced) shall immediately become due and payable.

11 Non-Solicitation and Non-Compete

- 11.1 In order to protect VetCT's Confidential Information, trade secrets and business connections, the Client agrees that, during the Term and for 12 months after termination or expiry of this Agreement:
- 11.1.1 the Client shall not directly or indirectly solicit or entice away, or attempt to solicit or entice away, from VetCT any person employed or engaged by VetCT (as an employee, consultant or otherwise) in the supply of the Services provided that, for the avoidance of doubt, this shall not prevent the Client from hiring a person who has, unsolicited, responded to a job advertised by the Client to the general public; and
- 11.1.2 the Client shall not develop or offer a service to its customers that is the same or substantially similar to the Services.

12 Notices

- 12.1 All notices under this Agreement shall be in writing and shall be delivered by hand, sent by first class post (or by air mail if to/from outside the UK) or sent by email to the other party at the postal or email address (as applicable) notified by each party to the other (which, in the case of the Client shall be the postal and email addresses provided as part of the client account registration process, unless specified otherwise).
- 12.2 Notices sent in accordance with this clause 12 shall be deemed to be received (i) at the time of delivery if delivered by hand, (ii) two working days after posting if sent by post or (iii) at the time of sending if sent by email during working hours on a working day (and otherwise the first working day after sending) unless a failed to send or other message of non-delivery is received by the sender.

13 Miscellaneous

- 13.1 This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it.
- 13.2 VetCT reserves the right to vary the terms of this Agreement by updating the VetCT Terms and Conditions, provided that VetCT shall make available the updated version of the terms (whether via the VetCT website or otherwise) at least one (1) month in advance of the effective date of any such amendments to the VetCT Terms and Conditions and provided further that any such amendments shall not apply to Services instructed by the Client and accepted by VetCT prior to the effective date of variation.
- 13.3 Subject to clause 13.2, no variation to this Agreement shall be valid unless agreed in writing between the parties.
- 13.4 The Client shall not assign, transfer, sub-contract, charge or deal in any other manner with any of its rights and/or obligations under this Agreement, or any right arising under it, without the prior written consent of VetCT. VetCT may assign or transfer this Agreement without requiring the consent of the Client.

- 13.5 Neither party shall be liable for any delay in or for failure to perform its obligations under this Agreement, other than an obligation to make any payment due to the other party, if that delay or failure is caused by circumstances beyond the control of that party including, without limitation, fires, strikes, insurrection, riots, embargoes, or regulations of any civil or military authority.
- 13.6 The failure or delay of either party to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 13.7 Nothing in this Agreement is intended to, or shall operate to, create a legal partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 13.8 No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999.
- 13.9 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 13.10 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.