

End-User Licensing Agreement (EULA)

The EquiTrace App (the **App**) is provided for use by EquiTrace Limited (**EquiTrace**). In order to use the App, you must read and accept the following information.

If you do not agree, please cease any use of this App and delete the App from your phone.

If you have any questions in relation to this EULA or use of the App, please contact us at equitrace@equitrace.app for clarification.

The use of the App is subject to you acknowledging and agreeing to the following conditions:

1. No warranty is given in relation to the accuracy of the identification of the animal from its microchip by the App. The identity information in this App comes from a variety of sources outside our direct control, including user-sourced. If you intend to use the App to be relied upon for commercial use such as identity at competition or sales, please contact us to discuss the bespoke version of the App intended for the specific use. EquiTrace will not be liable for authenticity, suitability or accuracy of any information inputted by the user into the App.
2. EquiTrace **do not** express an opinion with respect to equine healthcare. No advice, explicit or implied, is given regarding the suitability of animal treatment in the App. The App is strictly only intended to be used as a tool for maintaining a record of medication. Specifically:
 - the presence or absence of a drug name does not imply its suitability or lack thereof for the treatment of horses, or for the treatment of any specific condition in the horse. The presence of a drug name does not imply that it is legal to give in any jurisdiction. Any autofill of drug names by the App and the App's ability to scan barcodes to obtain drug information is for ease of use and as a means to speed up name entry only.
 - this App does not give advice on the correct dose or route of a drug. Any buttons with respect to input present in the relevant section are to allow quick entry of information only. They do not represent a recommendation of dose. They are based on commonly used doses, routes and frequencies (via data collected by the App), but they should not be taken as recommendations.
 - this app will show detection times and allow the veterinarian to choose an appropriate withdrawal period. All withdrawal periods are at the sole discretion of the veterinary surgeon prescribing the treatment. EquiTrace has compiled peer reviewed literature summaries and the rules for various governing bodies, it is the responsibility of the veterinary surgeon prescribing or administering the medication to ensure the correct withdrawal period is selected. EquiTrace does not express an opinion on suitable drug withdrawals and any error in the result of a positive drug test is the sole responsibility of the prescribing veterinarian.
 - EquiTrace uses the published detection times of governing bodies for both racing and competitions. Whilst every effort is made to ensure that these are the latest and most accurate published detection times for medications and active ingredients, you agree that you will stay updated with the relevant authority and hold EquiTrace harmless for any updates which have not been captured by the app.

If you wish to calculate the correct dose for a horse, see the recommended routes of administration or learn further about the use in horses, please use the 'Equine Drugs' application. Please note that neither the App nor the 'Equine Drugs' application replaces the advice of a veterinarian as to the appropriate dose, route and frequency of administration of a drug.

The 'Equine Drugs' application is available via the link in the App or following the link [here](#).

3. The intended use of the App is to provide a platform for each farm / training stable / business to develop its own custom set of drug withdrawal times for competition. In order to facilitate this, the App is preloaded with suggestions for competition withdrawals for a number of drugs in a number of different jurisdictions. These preloaded suggestions should be taken as a suggested starting point for reference purposes only, and you agree that they do not take into account individual characteristics of the horse, local conditions or any other number of factors that can influence withdrawal times. Although it is possible to use these starting points in the App, you agree that these starting points are only intended to be used for the purpose of training in the functions of the App and that Users should move to programme their own withdrawal times with the advice of their veterinarian when using in conjunction with an animal. No warranty is made as to the accuracy of the preloaded withdrawal times, and they should not be used as the sole source of information when deciding on treatment leading up to a competition.
4. The App will show when a treatment is due and set reminders to give it, however that the App should not be solely relied upon as the only method to ensure an animal is treated correctly. In particular, the transmission of



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information between authorised phones relies on factors outside our direct control, such as local and remote internet service and cloud server operation (the App uses Amazon Web Services servers). It is the responsibility of the person who cares for the animals to ensure that all treatments are given.

Please note in particular, when a treatment is given, it relies on an internet connection to inform other authorised users that the treatment is no longer due. Therefore, it is imperative to have other systems in place to ensure that an animal is not double-treated should the internet connection between two phones be slow or inoperable.

5. EquiTrace and its suppliers have and will take all reasonable measures to ensure that the database is live and available. However, there may be brief periods due to maintenance or other outages during which there is no access to your data that is stored on our server. If these occur, we will endeavor to restore service as fast as possible.
6. No warranties are offered regarding user entered data, the speed with which it is shared between different users or its availability to users. No liability will be accepted if a note made on a horse is not available at any point on any users phone.
7. EquiTrace has taken all reasonable measures to ensure the security of your data on our server, including encryption of GPS location and treatment data. However, no guarantees are offered or should be taken that the data is totally secure and cannot be accessed by a third party.
8. As stated above, the contents of the App are for general information and ease of use, and EquiTrace provides no warranty, express or implied, regarding the quality, accuracy and completeness of that information.

In the absence of any negligence or other breach of duty by EquiTrace, EquiTrace are not responsible for any damage, destruction or loss of your property while using our App.

EquiTrace Ltd assumes no responsibility for any action taken or not taken as a result of using the App, or the App or some of its services being unavailable.

The App is intended as a management aide only, and should never be used as the sole record for a horse.



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In addition to the specific points above, the standard End User Licensing Agreement (provided by Apple) also applies. The text is copied below:

LICENSED APPLICATION END USER LICENSE AGREEMENT

Apps made available through the App Store are licensed, not sold, to you. Your license to each App is subject to your prior acceptance of either this Licensed Application End User License Agreement (“Standard EULA”), or a custom end user license agreement between you and the Application Provider (“Custom EULA”), if one is provided. Your license to any Apple App under this Standard EULA or Custom EULA is granted by Apple, and your license to any Third Party App under this Standard EULA or Custom EULA is granted by the Application Provider of that Third Party App. Any App that is subject to this Standard EULA is referred to herein as the “Licensed Application.” The Application Provider or Apple as applicable (“Licensor”) reserves all rights in and to the Licensed Application not expressly granted to you under this Standard EULA.

a. **Scope of License:** Licensor grants to you a nontransferable license to use the Licensed Application on any Apple-branded products that you own or control and as permitted by the Usage Rules. The terms of this Standard EULA will govern any content, materials, or services accessible from or purchased within the Licensed Application as well as upgrades provided by Licensor that replace or supplement the original Licensed Application, unless such upgrade is accompanied by a Custom EULA. Except as provided in the Usage Rules, you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the Licensed Application and, if you sell your Apple Device to a third party, you must remove the Licensed Application from the Apple Device before doing so. You may not copy (except as permitted by this license and the Usage Rules), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Application).

b. **Consent to Use of Data:** You agree that Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Licensed Application. Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

c. **Termination.** This Standard EULA is effective until terminated by you or Licensor. Your rights under this Standard EULA will terminate automatically if you fail to comply with any of its terms.

d. **External Services.** The Licensed Application may enable access to Licensor’s and/or third-party services and websites (collectively and individually, “External Services”). You agree to use the External Services at your sole risk. Licensor is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any Licensed Application or External Service, including but not limited to financial, medical and location information, is for general informational purposes only and is not guaranteed by Licensor or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Standard EULA or that infringes the intellectual property rights of Licensor or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that Licensor is not responsible for any such use. External Services may not be available in all languages or in your Home Country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

e. **NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.**

f. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF



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LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

g. You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

h. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

i. Except to the extent expressly provided in the following paragraph, the relationship between you and EquiTrace Ltd shall be governed by the laws of Ireland. You and EquiTrace agree to submit to the personal and exclusive jurisdiction of the courts located within Ireland, to resolve any dispute or claim arising from this Agreement.

Except to the extent expressly provided in the following paragraph, the relationship between you and Apple shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You and Apple agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California, to resolve any dispute or claim arising from this Agreement. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of Ireland.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

The following points also constitute part of this agreement:

This agreement is between EquiTrace Ltd and the end-user. EquiTrace Ltd is solely responsible for the Licensed Application and the content thereof.

EquiTrace Ltd is solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

In the event of any third party claim that the Licensed Application or the end-user's possession and use of that Licensed Application infringes that third party's intellectual property rights, EquiTrace Ltd, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon the end-user's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary thereof.

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