

# Terms of Use

To ensure that you have read the correct Terms of Use, we would like clarify fact that the Terms of Use for customers using the products PreVet Pro or PreVet Basic as consumers, can be find directly below, while Terms of Use for those customers using PreVet Pro or PreVet Basic within their businesses (B2B) or those customers (B2C) using the products PreVet Stall or PreVet Hov as consumers, can be found further down in this document. If you have any uncertainty regarding which Terms of Use that applies to you, do not hesitate to contact PreVet using the contact details at the end of the document.

## Terms of Use for Consumers (B2C) using the products PreVet Pro or PreVet Basic

The following Terms of Use have this day (2024-11-28) been established for PreVet International AB.

### 1. General

- 1.1. These Terms of Use (the "**Terms of Use**") apply to your use of PreVet International AB's, reg. no. 559107-7655, Sidenvärgatan 17, 753 19 Uppsala ("**PreVet**") information service provided via the website [<https://PreVet.se/>] or (the "**Service**").
- 1.2. To use the Service, you as a user must be at least 18 years old and/or otherwise authorized to enter into agreements including accepting these Terms of Use as well as PreVet's privacy and confidentiality policy (please see below). If you are under 18 years old, your parent or legal guardian must read and accept these Terms of Use on your behalf. Do not register, install the program, or make any purchases from our website without approval from your parent or legal guardian. By accepting these Terms of Use, you certify that you are 18 years or older, or that you have the permission from your parent or guardian to make purchases from our website, subscribe to the Service, and install and use the application.
- 1.3. By creating an account and using the Service, you agree to and accept these Terms of Use as well as the Privacy Policy. This means that an agreement has been established between you and PreVet regarding the use of the Service and the processing of your personal data in accordance with the specified purposes. Hence, we ask you to read these Terms of Use carefully and thoroughly before you start using the Service. PreVet's processing of your personal data is regulated according to the privacy policy below which constitutes an integral part of these Terms of Use.

### 2. Your use of the Service

- 2.1. When using the Service, you have the option to share information about your animal(s)' current and historical data kept by third parties, such as veterinarians and other service providers.
- 2.2. You are responsible for the use of the Service as well as for keeping your log-in information safe any protect it from unauthorized access.

- 2.3. The Service is offered in two alternative versions: 1) a free version (“**PreVet Basic**”), or 2) a paid version (“**PreVet Pro**”). By making a payment in accordance with the current price list (including VAT, but excluding any fees charged by your mobile operator or internet provider), you can, in addition to accessing the content provided within PreVet Basic [1 animal], also access extended features, including but not limited to [more than 1 animal, Attach PDF, Reminder function, Filtering function on the animal's calendar, Calendar view]. Please note that third-party providers may charge fees in connection with your use of PreVet Pro.
- 2.4. The Payment for your use of PreVet Pro is made through App Store or Google Play. Please note that your payment service provider will apply separate terms of use for your utilization of their services, we therefore encourage you to read those terms of use carefully.
- 2.5. PreVet may offer you new services within the Service that may be subject to special term and conditions. If you wish to activate a new service, you must first accept the specific Terms of Use for that new service.
- 2.6. PreVet together with its partners and external advertisers in advertising networks, may direct offers to you via the Service, e-mail or other communication. Marketing which is directed directly to you must comply with applicable laws, codes of conduct and ethical guidelines. You have the right under the GDPR to block marketing from PreVet. If you no longer wish to receive targeted offers from us, you can contact us in accordance with section 9.1 below. The Service may also contain links or offers from external partners. These partners have different terms of use than PreVet, which we encourage you to familiarize yourself with.
- 2.7. PreVet may de-identify and anonymize personal data registered in the Service and use it for statistics, personalization, market analysis and analysis of user behaviour. Such data may also be transferred to our external partners for research purposes. When you enter the agreement regarding your use of the Service, you will also give your informed consent/approval that the data you register can be de-identified or anonymized and used for these purposes.

### **3. Intellectual Property Rights**

- 3.1. PreVet is the owner of all intellectual property rights regarding the Service, including but not limited to trademarks, copyrights, patents and know-how.
- 3.2. It is not allowed to copy, modify, distribute or publish any content which has been provided by PreVet. However, you may download, copy and save information from PreVet for your own personal use. Further, all illegal or improper use of sales offers is prohibited, as well as any other abuse or improper exploitation of the Service.
- 3.3. You are responsible for and warrant that any information uploaded or posted by you while using the Service does not infringe on the rights of any third parties or otherwise violate the law or the rights of others.

### **4. Personal data**

- 4.1. By creating a PreVet account, you agree that PreVet processes personal data in accordance with the procedures set out in PreVet's privacy policy and that PreVet stores and processes your information for the purposes set out in the privacy policy.

## **5. PreVet's responsibility for the Service**

- 5.1. PreVet may terminate your account with immediate effect if you violate the Terms of Use or otherwise use the Service in a way that may cause PreVet or third parties damages.
- 5.2. PreVet's intention is that all information provided in the Service shall be correct and up-to-date. However, PreVet cannot guarantee the availability of the Service or the reliability or the correctness of the information provided in the Service. PreVet cannot be held responsible for any damages caused by interruptions in the Service, the incorrectness of any information provided in the Service or deficiencies in the functionality of the Service.
- 5.3. PreVet's application is continuously updated for security and technical reasons. PreVet cannot guarantee that all versions of the Service will be function on your device, for example if your device's operating system is not compatible with PreVet's update of the application.
- 5.4. PreVet reserves the right to make changes and updates to the Service. To have access to the latest version of the Service, the customer may be required to download the new application. Old software may be replaced and shut down.
- 5.5. You accept that PreVet is not in any way responsible for any costs, such as data usage costs, that you incur by using or attempting to use PreVet in different parts of the world.
- 5.6. PreVet have no responsibility for any financial decisions or other decisions you make based on your use of the Service or any information therein, neither can PreVet be held responsible for services or goods you purchase from independent third parties or PreVet's partners.
- 5.7. PreVet cannot be held liable for any delay or loss due to circumstances beyond the control of another party, and that significantly impedes the fulfilment of the obligation in question, or which means that the fulfilment of the obligation is not financially justifiable.
- 5.8. PreVet has the right to, at any time, change the Service, change these Terms of Use or stop providing the Service.

Before making material changes to the Terms of Use, PreVet will notify you via the application or via another form of communication. You will be notified of the changes within reasonable time, however no later than 30 days before the changes become effective. If you continue to use the Service after being notified of the changes, you will be considered to have accepted the new Terms of Use. If the changes are to your disadvantage and you do not accept the changes to the Terms of Use, you may terminate the agreement with PreVet before the amended Terms of Use become effective. You terminate the agreement with PreVet by terminating your account and your subscription with PreVet, please see sections 6.1 and 6.2.

## **6. Termination of your account**

- 6.1. You may terminate your account and your use of the Service at any time by selecting "Delete account" or equivalent function in the Service, or by contacting PreVet using the contact details referred to in section 9.1. After 30 days, PreVet will delete your entire account together with and all data in that account, including personal data. However, PreVet will retain any data that PreVet is required to retain in accordance with applicable laws, as well as data that has been de-identified

and/or anonymized for research purposes. See more about PreVet's processing of personal data in our Privacy Policy.

6.2. You cancel your subscription (PreVet Pro) via a third party (App Store or Google Play).

## **7. Assignment**

7.1. PreVet may assign its rights and obligations under these Terms of Use and may also engage subcontractors for the fulfilment of its obligations under these Terms of Use. Such subcontractors do in some cases act as PreVet's personal data processors, read more about this in our Privacy Policy.

## **8. Disputes and Applicable Law**

8.1. Any dispute, controversy or claim arising out of the Terms of Use, or your use of the Service, shall be settled in accordance with Swedish law and by the Swedish general courts. By accepting these Terms of Use you ensure that you will be reachable and that you will cooperate to resolve any disputes in accordance with these Terms of Use.

## **9. Contact**

9.1. We care about our customers. If there's anything that you are dissatisfied with, please let us know. Our aim is to respond to all feedback as soon as possible. If you want to contact PreVet with your feedback and/or complaints, please contact:

PreVet International AB

Contact person: Jenny Gagnér

Sidenvärgatan 17

753 19 Uppsala

Phone: +46 73 – 51 22 857

E-mail: [support@prevet.se](mailto:support@prevet.se)

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# **Terms of use for Businesses (B2B) or Consumers (B2C) using the products PreVet Stall or PreVet Hov**

The following Terms of Use have this day (2024-11-28) been established for PreVet International AB.

## **1. General**

- 1.1. These Terms of Use (the "**Terms of Use**") apply to your use of PreVet International AB's, reg. no. 559107-7655, Sidenvärgatan 17, 753 19 Uppsala ("**PreVet**") information service provided via the website [<https://PreVet.se/>], the website [<https://b2b-family.PreVet.se/login>] or (the "**Service**").

## **2. Your use of the Service**

- 2.1. When using the Service, you have the option to share information about your animal(s)' current and historical data kept by a third party, such as veterinarians and other service providers.
- 2.2. You are responsible for your use of the Service and for protecting your login information from unauthorized access.
- 2.3. Third-party suppliers may charge you fees in connection with your use of PreVet Hov and PreVet Stables. In the eventuality of a fee, you will first be asked to make an active choice before any fee is charged.
- 2.4. PreVet may offer you new services within the Service which may be subject to special terms of use. If you wish to activate a new service, you must first accept the specific terms of use for that service.
- 2.5. PreVet, together with its partners and external advertisers in advertising networks, may direct offers to you via the Service, e-mail or other communication. Marketing which is directed directly to you must comply with applicable laws, codes of conduct and ethical guidelines. You have the right under the GDPR to block marketing from PreVet. If you no longer wish to receive targeted offers from us, you can contact us in accordance with section 11.1 below. The Service may also contain links or offers from external partners. These partners have different terms of use than PreVet which we encourage you to familiarize yourself with.
- 2.6. PreVet may de-identify and anonymize personal data registered in the Service and use it for statistics, personalization, market analysis and analysis of user behaviour. Such data may also be transferred to our external partners for research purposes. By entering the agreement on your use of the Service, you have given an informed consent/approval that the data you register will be de-identified and anonymized and used for these purposes.

## **3. Price**

- 3.1. The Pricing and payment of PreVet Hov and PreVet Stall is regulated in a separate agreement.

## **4. Personal Data**

- 4.1. By accepting these Terms of Use, you confirm that you not only accept PreVet's Terms of Use and Privacy Policy for yourself as an individual, but also understand and accept that these Terms of Use and rights also apply to any employees of the company who sign and who process personal data in accordance with these policies. For further details on PreVet's processing of personal data, please see our Privacy Policy.

## **5. Intellectual property Rights**

- 5.1. PreVet is the owner of all intellectual property rights regarding the Service, including but not limited to trademarks, copyrights, patents and know-how.
- 5.2. It is not allowed to copy, modify, distribute or publish any content which has been provided by PreVet. However, you may download, copy and save information from PreVet for your own personal use. Further, all illegal or improper use of sales offers is prohibited, as well as any other abuse or improper exploitation of the Service.

5.3. You are responsible for and warrant that any information uploaded or posted by you within the Service does not infringe on the rights of any third party or otherwise violate the law or the rights of others.

## **6. PreVet's responsibility for the Service**

6.1. PreVet may terminate your account with immediate effect if you violate the Terms of Use or otherwise use the Service in a way that may cause PreVet or third parties damages. PreVet may at any time pause your account while investigating any abnormal activity.

6.2. PreVet's intention is that all information provided in the Service shall be correct and up-to-date. However, PreVet cannot guarantee the availability of the Service or the reliability or the correctness of the information provided in the Service. PreVet cannot be held responsible for any damages caused by interruptions in the Service, the incorrectness of any information provided in the Service or deficiencies in the functionality of the Service.

6.3. PreVet's application is continuously updated for security and technical reasons. PreVet cannot guarantee that all versions of the Service will be function on your device, for example if your device's operating system is not compatible with PreVet's update of the application.

6.4. PreVet reserves the right to make changes and updates to the Service. To have access to the latest version of the Service, the customer may be required to download the new application. Old software may be replaced and shut down.

6.5. PreVet shall have no responsibility for any financial decisions or other decisions you make based on your use of the Service, or for services or goods you purchase from independent third parties or PreVet's partners.

6.6. By using the Service, you accept that PreVet is not in any way responsible for any costs, such as data usage costs, that you incur by using or attempting to use PreVet in different parts of the world.

6.7. PreVet cannot be held liable for any delay or loss due to circumstances beyond the control of another party, and that significantly impedes the fulfilment of the obligation in question, or which means that the fulfilment of the obligation is not financially justifiable.

6.8. PreVet has the right to, at any time, change the Service, change these Terms of Use or stop providing the Service.

Before making material changes to the Terms of Use, PreVet will notify you via the application or via another form of communication. You will be notified of the changes within reasonable time, however no later than 30 days before the changes become effective. If you continue to use the Service after being notified of the changes, you will be considered to have accepted the new Terms of Use. If the changes are to your disadvantage and you do not accept the changes to the Terms of Use, you may terminate the agreement with PreVet before the amended Terms of Use become effective. You terminate the agreement with PreVet by terminating your account and your subscription with PreVet, please see section 8.1.

## **7. Force Majeure**

7.1. If either party is unable to fulfil its obligations under this Terms of Use due to events beyond its control, including but not limited to war, strikes, natural disasters, terrorism, government action or anything else that could not reasonably be foreseen ("**Force Majeure Event**"), the parties' obligations under these Terms of Use shall be suspended for the duration of the Force Majeure Event. The Parties shall immediately notify the

other Party about the occurrence of a Force Majeure Event and use reasonable efforts to overcome the hinderance of performance. As soon as the Force Majeure Event has ceased, the Parties shall resume the performance of their obligations according to these Terms of Use.

## **8. Termination of your account**

8.1. You may terminate your account and your use of the Service at any time by selecting "Delete account" or equivalent function in the Service, or by contacting PreVet using the contact details referred to in section 11.1. After 30 days, PreVet will delete your entire account together with and all data in that account, including personal data. However, PreVet will retain any such data that PreVet is required to retain in accordance with applicable laws, as well as data that has been de-identified and/or anonymized for research purposes. See more about PreVet's processing of personal data in our Privacy Policy.

## **9. Assignment**

9.1. PreVet may assign its rights and obligations under these Terms of Use as well as engaging subcontractors for the fulfilment of its obligations under these Terms of Use. Such subcontractors do in some cases act as PreVet's personal data processors, read more about this in our Privacy Policy.

## **10. Disputes and applicable law**

10.1. Any dispute, controversy or claim arising out of the Terms of Use, or your use of the Service, shall be settled in accordance with Swedish law and by the Swedish general courts. By accepting these Terms of Use you ensure that you will be reachable and that you will cooperate to resolve any disputes in accordance with these Terms of Use.

## **11. Contact**

11.1. We care about our customers. If there's anything that you are dissatisfied with, please let us know. Our aim is to respond to all feedback as soon as possible. If you would like to contact PreVet you're your feedback and/or complaints, please contact:

PreVet International AB

Contact person: Jenny Gagnér

Sidenvärgatan 17

753 19 Uppsala

Phone: +46 73 – 51 22 857

E-mail: support@prevet.se