

**TERMS AND CONDITIONS FOR THE USE OF THE EQUINE MEDIRECORD MOBILE APPLICATION AND THE SERVICES MADE AVAILABLE ON OUR WEBSITE**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY**

BY DOWNLOADING THE APP AND/OR ACCESSING THE SERVICES ON OUR WEBSITE YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS PLEASE DO NOT DOWNLOAD THE EQUINE MEDIRECORD MOBILE APPLICATION OR ACCESS THE SERVICES.

**Who we are and what these terms and conditions do**

We are Tincomy Limited (trading under the registered business name "**Equine MediRecord**"), an Irish company, located at Eyrefield House, Eyrefield Road, Curragh, Co. Kildare R56 Pw01, Ireland (referred to as "**we**" or "**us**" or "**Equine MediRecord**" in these Terms). Our company registration number is 599476.

We are a company that specialises in providing solutions for the proper recording of medicines administered to racehorses and other bloodstock. We develop, sell and maintain a unique mobile application and website database which allows users to simplify administration and their Irish Horseracing Regulatory Board medical record compliance on their racing yard, stud or bloodstock farm. Acting with the full permission of our customers, we then provide this medical record compliance information to the various State, semi-State and private authorities – including the Irish Horseracing Regulatory Board, Horse Racing Ireland or The Thoroughbred Breeders' Association – that are charged with regulating the health, wellbeing and medicines administered to racehorses and other bloodstock.

We may also process information regarding medicines administered to racehorses as provided by our customers, including by collating it into a collective, anonymised format for transmission to our commercial partners, including pharmaceutical and equine health companies. We may also collate the data into anonymised format in order to identify trends. We will never share any of your own personal information (such as name or contact details) to our partners.

The purpose of these terms is to govern how you, a user of the Equine MediRecord Mobile Application and/or our website and a person providing us with information via the Equine MediRecord Mobile Application and/or website about your racehorses' medical record, may use the Equine MediRecord Mobile Application and the website. In these terms and conditions (the "**Terms**"), we refer to you as "**you**", "**your**" and/or "**customer**".

Specifically, under these Terms, we license you to use:

- (i) The **Equine MediRecord** mobile application software, the data supplied with the software, (the "**App**") and any updates or supplements to it,
- (ii) Any related online or electronic documentation, if applicable (the "**Documentation**"),
- (iii) The service you connect to via the App and/or the website ([www.equinemedirecord.com](http://www.equinemedirecord.com)) and the content we provide to you through it (the "**Service(s)**"),

as permitted in these Terms.

## Acceptance of Terms

By using the Equine MediRecord App in any manner you agree to be bound by these Terms, including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates, and all users who access the Equine MediRecord App through your account to these Terms.

## Your privacy

We only use any personal data we collect through your use of the App and the Services in the ways set out in our [privacy statement https://www.equinemedirecord.com/wp-content/uploads/2018/02/GDPR-Compliant-Privacy-Statement-Draft.DOCX-1.pdf?t=1519790108](https://www.equinemedirecord.com/wp-content/uploads/2018/02/GDPR-Compliant-Privacy-Statement-Draft.DOCX-1.pdf?t=1519790108)

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 Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

## App store's terms also apply

If you have downloaded our App from an App store, then the ways in which you can use the App and Documentation may also be controlled by the relevant App Store's rules and policies and these rules and policies will apply instead of these terms where there are differences between the two.

## Payment Processing

All payments through the App or in respect of the Services are undertaken on our behalf by Stripe. In using the App, the Services or when making any payment, you warrant that you have read, understood and agree to be bound by Stripe terms and conditions in place at the time, which are available on its website.

## Support for the App and how to tell us about problems

**Support.** If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at [www.equinemedirecord.com](http://www.equinemedirecord.com)

**Contacting us (including with complaints).** If you think the App or the Services are faulty or mis-described or wish to contact us for any other reason please email our customer service team at [info@equinemedirecord.com](mailto:info@equinemedirecord.com)

**How we will communicate with you.** If we have to contact you 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:

- (i) download or stream a copy of the App onto your devices and view, use and display the App and the Service on such devices for your personal purposes only.
- (ii) use any Documentation to support your permitted use of the App and the Service.

- (iii) provided you comply with these Terms, make copies of the App and Documentation for back-up purposes; and
- (iv) 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.

**2 You may not transfer the App to someone else**

3 We are giving you personally the right to use the App and the Service as set out above. You may not otherwise transfer the App or the Service 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.

**4 Changes to these Terms**

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

6 We will give you at least 30 days' notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App. We encourage you to check for any changes to these Terms on a regular basis.

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

**8 Update to the App and changes to the Service**

9 From time to time we may automatically update the App and change the Service 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.

10 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 Services.

11 The earliest operating system that can supported the App is iOS 8.

**12 Registration as a user**

13 In order to the App and the Services, you may be required to register and log in free of charge (an "**Account**"). You must be aged over 18 to accept these Terms, use our App or Services, and to register for or create an Account.

14 To create an Account, you will be asked to fill out the registration form on our site or App and send it to us. You must provide the information necessary for the registration completely and truthfully. At the time of registration you will chose a personal user name and a password. You are obligated to keep the password confidential and to under no circumstances make it known to third parties.

15 If others with whom you work or care for horses require access to the same equine data, they are obligated to create their own independent accounts. You may then use the "Invite Assistant / Vet" facility to invite other users of the App and Services to enjoy collaborative administrator/editor privileges regarding the equine data connected to your Account. You agree to only extend such invitations to people with whom you work or are in some other way personally acquainted. You agree to never share your password or identifying account details with anyone, including users you have invited to use the Services.

16 To verify your identity, we may ask a regulatory agency charged with regulating horseracing in your jurisdiction, such as the Irish Horseracing Regulatory Board or

British Horseracing Authority (as applicable), to indicate to us that you or your business(es) is a registered horseracing trainer/breeder and to supply us with your unique registration reference number as maintained by the applicable regulatory agency. By registering for an Account on our Website or App you hereby expressly give us permission to seek verification of your registration status with the applicable regulatory agency and to hold such details on our database.

**17** You must keep your Account secure. You must notify us immediately of any breach of security or unauthorized use of your Account. You are solely responsible and liable for the activity that occurs in connection with your Account. If you wish to delete your Account you may send us an email request at [info@equinemedirecord.com](mailto:info@equinemedirecord.com).

**18** You are personally responsible for updating the personal information held by your Account in case of any changes. All changes can be made online after logging in under "Profile" tab.

**19** **We will never ask for your login details.** It is your responsibility to keep your Account secure. If you are having difficulty accessing your Account, please email us at [info@equinemedirecord.com](mailto:info@equinemedirecord.com)

**20** **If someone else owns the phone or device you are using**

**21** 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.

**22** **We may collect technical data about your device**

**23** By using the App or any of the Services, 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 Services to you.

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

**25** Certain Services may make use of location data sent from your devices. 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 Services, 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.

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

**27** **We are not responsible for other websites you link to**

**28** The App or any Service 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).

**29** 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.

**30** **Licence restrictions**

**31** You agree that you will:

- (i) except in the course of permitted sharing (see "HOW YOU MAY USE THE APP") not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- (ii) not copy the App, Documentation or Services, except as part of the normal use of the App, our website or Services or where it is necessary for the purpose of back-up or operational security;
- (iii) not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services 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 Services on devices as permitted in these Terms;
- (iv) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 81, 82 and 83 of the (Irish) Copyright and Related Rights Act 2000 (as amended)) such actions cannot be prohibited because they are necessary to decompile the App or Services 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:
- (v) is not disclosed or communicated without our 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
- (vi) is not used to create any software that is substantially similar in its expression to the App;
- (vii) is kept secure; and
- (viii) is used only for the Permitted Objective;
- (ix) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

## **2 Acceptable use restrictions**

### **3 You must:**

- (i) not use the App or any Service 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 Service or any operating system or do anything to tamper with, manipulate or render inaccurate any information that is communicated to us via the App or the Services;
- (ii) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these Terms);
- (iii) not infringe anyone's data protection or privacy rights in relation to your use of the App or any Service, including by the submission of any data (to the extent that such use is not licensed by these terms or for which you do not have the relevant person's consent);

- (iv) not transmit any material or communication that is unlawful, defamatory, offensive, harmful, bullying, which constitutes intimidation or harassment of any person or which is otherwise objectionable in relation to your use of the App or any Service;
- (v) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (vi) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## **2 Intellectual property rights**

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

## **4 Our responsibility for loss or damage suffered by you**

**5 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.

**6 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 by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**7 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.

**8 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.

**9 Limitations to the App and the Services.** The App and the Services are provided for general information purposes only. They do not offer advice on which you should rely. 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 Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

- 10 **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 Service.
- 11 **Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the App store site and in the Documentation) meet your requirements.
- 12 **We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services 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 Services you have paid for but not received.
- 13 We may end your rights to use the App and the Services if you break these terms
- 14 We may end your rights to use the App and Services 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.
- 15 If we end your rights to use the App and Services:
  - (i) You must stop all activities authorised by these Terms, including your use of the App and any Services.
  - (ii) 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.
  - (iii) We may remotely access your devices and remove the App from them and cease providing you with access to the Services.
- 2 **We may transfer this agreement to someone else**
- 3 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 these Terms.
- 4 **You need our consent to transfer your rights to someone else**
- 5 You may only transfer your rights or your obligations under these terms to another person if we agree in writing.
- 6 **If a court finds part of these terms illegal, the rest will continue in force**
- 7 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.
- 8 **Even if we delay in enforcing these terms, we can still enforce it later**
- 9 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.

- 10 Which laws apply to this contract and where you may bring legal proceedings**
- 11** These Terms are governed by Irish law and you can bring legal proceedings in respect of or related to the terms, the App, the Documentation and/or the Services in the Irish courts.
- 12 END**
- 13 Current version of these Terms dated [02/05/2018].**