

## End-User Licensing Agreement (EULA)

If you choose to purchase this App, you are agreeing to the following:

- 1) The information in the App relates solely to the **horse** (*Equus ferus caballus*).
- 2) This App and the data in it are not a substitute for veterinary knowledge, experience and clinical skill. None of the techniques described in this App are warranted for use in any individual animal or group of animals, and they may be inappropriate or unsafe in certain clinical situations.
- 3) The application is intended as an aid in diagnosis of conditions that the veterinarian is already familiar with. Diagnostic techniques described must be performed with consideration of their potential risks and side effects. If users are not aware of these, they should seek further information on the technique. This App is designed for use in conjunction with detailed up to date veterinary knowledge and clinical judgment.
- 4) The application is intended as an aid for the use of drugs that the veterinarian is already familiar with. Drugs must be administered with consideration of their potential side effects. If users are not aware of these, they should seek further information on the product before use.
- 5) The inclusion of any drug in this App does not imply that it is authorized for any use in animals in any jurisdiction. Some drugs may be illegal to administer to horses in some jurisdictions. Many drugs are also limited for use in sports animals. It is the sole responsibility of the person administering the drug to ensure that they comply with the regulations of the appropriate sporting body.
- 6) Diagnosis and treatment should only be performed by properly qualified and registered veterinarians.
- 7) Veterinary Advances Ltd cannot accept any responsibility for adverse outcomes from any of the techniques or treatments described. All techniques and treatments must be carried out according to the clinical judgment and experience of the veterinarian. The techniques and treatments described, if used in inappropriate circumstances or carried out by inexperienced veterinarians, could cause unforeseen risks to the horse, veterinarian and lay personnel. By using this App, the user agrees that it is their responsibility to ensure that diagnostic techniques are carried out safely.
- 8) Veterinary Advances Ltd has developed this application with reasonable skill and care to provide general information on diagnosis and treatment of skin disease in the horse. However, users should not take or omit to take action concerning the health of any horse solely in reliance on the information contained in this application and so far as is permissible by

law Veterinary Advances Ltd excludes all liability and responsibility for the consequences of any such action or omission in reliance on that information.

- 9) All the information in this App is in English, and its use is intended solely for persons completely fluent in English.

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

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b. Consent to Use of Data: You agree that Application Provider may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and

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You understand that by using any of the Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that the Application Provider shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

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**e. NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLICATION PROVIDER 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 NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLICATION PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE**

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The following points also constitute part of this agreement:

This agreement is between Veterinary Advances Ltd and the end-user.

Veterinary Advances Ltd is solely responsible for the Licensed Application and the content thereof.

Veterinary Advances 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, Veterinary Advances Ltd, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

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