



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.

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 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).

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. No personally identifying data should be entered in the App. You should select a username and a farm name that is not personally identifying.



6. 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.
7. 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.
8. 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.
9. 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.

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

The Products transacted through the Service are licensed, not sold, to You for use only under the terms of this license, unless a Product is accompanied by a separate license agreement, in which case the terms of that separate license agreement will govern, subject to Your prior acceptance of that separate license agreement. The licensor ("Application Provider") reserves all rights not expressly granted to You. The Product that is subject to this license is referred to in this license as the "Licensed Application."

a. Scope of License: This license granted to You for the Licensed Application by Application Provider is limited to a non-transferable license to use the Licensed Application on any iPhone or iPod touch that You own or control and as permitted by the Usage Rules set forth in Section 9.b. of the App Store Terms and Conditions (the "Usage Rules"). This license does not allow You to use the Licensed Application on any iPod touch or iPhone that You do not own or control, and 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 rent, lease, lend, sell, redistribute or sublicense the Licensed Application. You may not copy (except as expressly permitted by this license and the Usage Rules), decompile, 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 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). Any attempt to do so is a violation of the rights of the Application Provider and its licensors. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Application Provider that replace and/or supplement the original Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

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 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. Application Provider 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. The license is effective until terminated by You or Application Provider. Your rights under this license will terminate automatically without notice from the Application Provider if You fail to comply with any term(s) of this license.

Upon termination of the license, You shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

d. Services; Third Party Materials. The Licensed Application may enable access to Application Provider's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that You accept additional terms of service.

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.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, You acknowledge and agree that the Application Provider is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. The Application Provider does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You. Financial information displayed by any Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, You should consult with a financial professional. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither the Application Provider, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and You shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that the Application Provider is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to from the iPhone or iPod touch are not available in all languages or in all countries. The Application Provider makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. The Application Provider, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will the Application Provider be liable for the removal of or disabling of access to any such Services. The Application Provider may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

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 CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLICATION PROVIDER 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 APPLICATION PROVIDER 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 OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLICATION PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Application Provider'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 list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's 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, missiles, 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. The laws of the State of California, excluding its conflicts of law rules, govern this license and your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.

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.

EquiTrace Ltd, 9 Ballysax Hills, The Curragh, Co Kildare, Ireland.
www.equitrace.app
+353 83 4087184
equitrace@equitrace.app