

**VETUP GENERAL TERMS AND CONDITIONS OF USE  
AND SALE – 01/03/2024**

VETUP (hereinafter referred to as " **VETUP** ") is a company specialising in IT services and the development of software, web applications, websites and mobile platforms. VETUP has developed an IT solution for veterinary care establishments (hereinafter referred to as the " **Client**"), operated in the form of SaaS software (hereinafter referred to as the " **Solution** "), intended to increase the productivity of veterinarians by offering them an interface allowing them to gain efficiency in their work. The Solution allows Clients to manage their billing, medical records, appointments, reminders, and hospitalizations.

### **1. OBJECT**

1.1 These general terms and conditions of subscription (hereinafter referred to as the " **General Conditions** ") determine the terms and conditions of subscription to the Solution by Clients.

1.2 The fact that the Client requests a subscription to the Solution from VETUP implies its full and unreserved acceptance of the General Conditions. As such, the Client expressly acknowledges that it is a professional within the meaning of the introductory article of the French Consumer Code. Any derogation from the General Conditions must have been expressly accepted in writing and prior to any subscription.

1.3 The General Conditions supersede any prior documents exchanged between the parties, any prior written, implied or oral agreements.

1.4 The parties are independent contractors. The provisions of the General Conditions or the activities of the parties may in no way be construed as creating an employment relationship, partnership or joint venture between the parties.

### **2. DESTINATION AND USE OF THE SOLUTION**

2.1 The General Conditions are concluded solely in the context of the Client's professional activity. The

Client undertakes to use the Solution only for its own needs in the context of its professional activity.

2.2 The Client undertakes to use the Solution in accordance with any instructions and/or guidelines given by VETUP.

### **3. SUBSCRIPTION & SUBSCRIPTION**

3.1 The Client contacts VETUP by phone, e-mail or via the <https://www.vetup.com/> website.

3.2 VETUP will then contact the Client to define the terms and conditions of subscription to the Solution. There are two offers, namely a "Free" offer which is free, and a "Premium" offer which is paid. In the event that the Client exceeds the services of its Free offer, it will automatically be invoiced for a subscription to the Premium offer under the conditions indicated on the VETUP website.

3.3 The receipt of the agreement on quotation or the subscription request filled in via the form on the VETUP website, or of any written form assimilated to an order by VETUP, possibly accompanied by the payment of the deposit due, creates a contract between the parties.

3.4 The Client chooses its username and password when creating his/her account allowing it to access the functionalities of the Solution. This step marks the starting point for the use of the Solution.

The password and username will remain active for the duration of the General Conditions.

In any case, usernames and passwords are strictly personal and confidential. Under no circumstances should they be shared or communicated to third parties.

3.5 The Client is solely responsible for the use of its usernames, as well as the

actions and/or declarations made through its VETUP account.

In the event of loss or forgetfulness of its password, the Client has the option of contacting VETUP in order to reset it.

## **4. ADDITIONAL SERVICES**

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### **4.1 General**

4.1.1 In addition to subscribing to the Solution, the Client has the option of subscribing to options that consist of additional services (hereinafter referred to as the "**Additional Services**").

4.1.2 The description of the Additional Services to which the Client may subscribe is available on the VETUP website. Clients may subscribe to Additional Services by any means and in particular by e-mail, validation of quotations established by VETUP, or any other written request from the Client. The Additional Services include, in particular, services for synchronizing the VETUP calendar with other platforms, increasing storage space, creating the Client's website, transferring data from the Client's old software, installing, activating and maintaining APIs complementary to the VETUP software.

If requested by the Client, the commencement date for the provision or activation of the Additional Services will be provided by VETUP.

4.1.3 Additional Services requiring activation, creation or any other flat-rate service are automatically subject to a quote from VETUP. The Client's consent to proceed must be accompanied by payment of 100% of the amount of the Additional Service. The start of the Additional Services is therefore conditional on the receipt of payment by VETUP.

### **4.2 The Client's Additional Website Creation Service**

4.2.1 The design of the Client's website includes the study of the site project, the content of the pages and the navigation. As such, it is necessary for VETUP to obtain several pieces of information, the list of which will be communicated to the Client. From the communication of this list, the Client undertakes to provide VETUP with all the information within one (1) month. This information is mandatory

so that VETUP can finalize and put the website online. If all the required information is not provided within the deadline, the contract shall be terminated by operation of law and without reimbursement of the sums advanced, nor compensation of any kind.

Once the website has been created, the Client will receive a notification in order to validate the mock-up of the website with a view to its online launch. This validation must be done within a maximum period of fifteen (15) days, otherwise, VETUP reserves the right to invoice the Client for the hosting costs of the website, even if the latter is not yet online.

The Client may request corrections to the website design during the validation period of fifteen (15) days mentioned above. These corrections must relate to elements already defined in the initial description of the Client's requirement. If the Client requests VETUP to make changes constituting an element not provided for in the initial order, it must first clearly define the additions to be made so that an additional quote can be drawn up and the Client validates it and proceeds with the payment so that VETUP commences that service. From the date of validation of the quote, VETUP will make the modifications to the website, and a new validation step of fifteen (15) days maximum then begins.

The Client's validation must be done in writing within this fifteen (15) day period and it constitutes agreement for the website to be put online.

4.2.2 The Additional Website Creation Service includes the following services:

- Layout of images and final text;
- Possible shots;
- Launch of the website;
- Registration of the domain name chosen by the Client, subject to availability;
- Hosting of the site;
- Natural referencing;
- Maintenance: up to one (1) hour per month remotely, any additional VETUP service being invoiced to the Client, as well as the addition of pages, functions, photographs and additional modules; and
- Technical support via email.

VETUP reserves the right to refuse to develop a site that does not comply with morality and/or good customs.

In respect of these services, the Client remains solely responsible for the elements chosen and/or transmitted and published on the website.

4.2.3 As for the other Additional Services, the Client must pay the full amount of the quote to VETUP at the time of the order to trigger the creation of the website.

If the Client wishes to terminate the Additional Website Creation Service, VETUP reserves the right to terminate the entire package of Additional Services.

4.2.4 The Client guarantees that it has all intellectual property rights related to the elements transmitted to VETUP, and in particular with regard to images and texts. The Client authorises VETUP, in this respect, to carry out computer processing to optimise the elements provided, without however modifying the content or meaning without its authorisation.

During the entire period of the Client's subscription for the management of the website by Vetup, the Client may request:

- the adaptation and modification of its website up to a maximum of 3 times per year included in the cost of the subscription, beyond which a quote will be made and presented to the Client for validation and payment before the performance of the service.
- the right to make derivative works
- The translation of its website, this option is paid, a quote will be provided by VETUP.

## **5. CUSTOMER'S USE OF THE SOLUTION**

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5.1 The use of the Solution is the sole responsibility of the Client. VETUP shall not be held liable for, in particular, computer viruses, breakdowns, loss of data or errors that may be observed during or following access to the Solution, in compliance with Article 12 hereof.

5.2 The Solution is available 24 hours a day, 7 days a week. However, VETUP cannot be held responsible in the event of events that could hinder the continuity of access to the Solution, and reserves the right to make the Solution inaccessible if necessary, including without notice, in particular in the event of an update or technical malfunction.

5.3 In any case, VETUP cannot be held liable for any direct or indirect damage that may be related to the use of and/or access to the Solution.

## **6. DURATION**

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6.1 The General Conditions take effect from the first day of use of the Solution by the Client, regardless of the subscription chosen and whether it is paid or not, for a period of one (1) year, tacitly renewable for periods of the same duration.

The parties have the option to terminate the General Conditions by sending a notice at least one (1) month before the end of the current period.

6.2 In the event of termination, the General Conditions will automatically cease at the end of their term, without compensation to either party.

6.3 At the end of the General Conditions, for any reason whatsoever, the Client no longer has access to the Solution.

## **7. VETUP'S ROLE AND INTERVENTION**

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7.1 VETUP undertakes to make every effort to provide all the care and diligence necessary to implement a quality service, in accordance with the practices of the profession and the state of the art.

7.2 In the event of a problem relating to the use of the Solution, the Client has the option of contacting VETUP, which will make its best efforts to resolve the Client's problem.

7.3 The Premium offer gives the Client access to a support service from VETUP, namely e-mail support, telephone appointments, videoconferences and remote access by VETUP, if necessary.

## **8. VETUP RIGHTS**

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8.1 During the term of the General Conditions, access to the Solution by way of concession of a simple right of use is granted to the Client, which remains the property of VETUP.

No provision of the General Conditions, nor, more generally, any element of the contractual relationship existing between VETUP and the Client, may allow the Client to claim the transfer to its benefit or to the benefit of any third party of any right of ownership or exploitation of all or part of the rights, whatever their nature, the scope and/or origin, held by VETUP and relating to the Solution or the Additional Services.

As such, the Client is prohibited from:

- copy, print, transfer, transmit or display all or part of the Solution;

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- sell, rent, sublicense or otherwise distribute the Solution;
- modify the Solution and/or merge all or part of the Solution into other computer programs;
- compile, decompile, disassemble, translate, analyze, reverse engineer, or attempt to compile, decompile, disassemble, or attempt to compile, or attempt to compile, the Solution, except as permitted by law.

The Client is prohibited from correcting any anomaly whatsoever by himself, only VETUP being authorized to exercise this right.

The Client retains ownership of the rights to its own content and files and grants VETUP a free license to these contents and files, for the sole purpose of reproducing and representing them within the Solution for the sole needs of the Client, for the duration of the Client's subscription and in the territory in which the Client carries out its activity. The Client authorises VETUP to refer to it (its name and the URL address of its website).

## **9. PRICING – PAYMENT TERMS – SUBSCRIPTION OFFERS**

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### **9.1 Tariff**

9.1.1 In return for subscribing to the various services, the Client will pay VETUP a monthly fee. Monthly subscriptions can also be paid in advance annually, upon request by the Client.

The price of the subscription and any Additional Services is provided by VETUP on its website at the address <https://www.vetup.com>, or at the Client's request, and is included in the quotation that may be drawn up by VETUP at the Client's request.

9.1.2 VETUP reserves the right to change its rates at any time. As such, any changes will be mentioned on the VETUP website.

For flat-rate services, the applicable rate is the one indicated in the quotation and under the time conditions set out in the quote.

The applicable rates are those in force at the time of subscription to the offer by the Client.

However, in the event of a change in its tariffs by VETUP, the Client shall be informed in writing and the new tariff shall be applicable from the month following the month in which such notification was made by VETUP. The

Client then has the option to terminate these General Conditions in writing, subject to fifteen (days) notice. Otherwise, the new tariff will automatically come into force.

9.1.3 This fee will be paid by the Client by credit card, PayPal, SEPA direct debit or bank transfer.

9.1.4 Invoices **relating to the Additional Services** detailed in Article 4 are due on the date of issue of these invoices.

Monthly **invoices** are sent by VETUP to the Client at the beginning of the month. Payment must be made between the 1st and the 15th, at the latest, of the current month. The direct debit will take place on the 15th of the current month.

Annual **invoices** are due within thirty (30) days of the invoice being issued.

For each month for which the subscription has started, the full monthly fee will be payable by the Client.

9.1.5 Any complaints relating to invoicing must be sent by e-mail to the [contact@vetup.com](mailto:contact@vetup.com) address within eight (8) days of receipt of the invoice. Beyond this period, no claim will be processed by VETUP and the invoice(s) will be considered accepted by the Client.

### **9.2 Default – Late payment**

9.2.1 In the event of rejection of a payment, for any reason, a lump sum of forty (40) euros shall be paid by the Client to VETUP.

In the event of late payment, a reminder fee will be invoiced by VETUP to the Client, in a fixed amount of forty (40) euros, these fees may increase depending on the number of reminders made and the duration of the necessary reminder period.

9.2.2 In the event of late payment, for any reason whatsoever, VETUP may suspend the current subscription, instantly, without prejudice to any other means of action.

In addition to the sums and costs mentioned above, any late payment shall automatically and without prior notice of default be charged the applicable default interest calculated at the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) points, as well as a lump sum indemnity for recovery costs of €40. This indemnity is payable by operation of law on the day following the date of payment.

9.2.3 In any case, no discount will be granted in case of

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advance payment.

9.2.4 VETUP reserves the right to refuse to make the Solution available to any Client with whom there is a dispute relating to a previous payment.

9.2.5 Failure to pay, in whole or in part, thirty (30) days after the end of the month, will automatically and without prior notice of default result in:

- The immediate payment of all sums remaining due by the Client, regardless of the method of payment provided; Immediate suspension of the subscription and any Additional Services.

## **10. FEATURE OVERFLOW**

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10.1 Free plan: the Free plan of the Solution has specific and limited features, namely, a limited number of consultations per month, sending SMS, or sending emails and does not benefit from email support assistance. In the event that these features are exceeded, the Client will automatically be charged the price corresponding to the Premium pack, as mentioned on the VETUP <https://www.vetup.com> website. If the Client exceeds the limits defined for a Free account, the Premium Pack will be invoiced from the month in which it is exceeded, and for a minimum commitment period of twelve (12) months, renewable by tacit agreement. The Client shall have the option to terminate its commitment no later than one (1) month before the end of each twelve (12) month period.

In the event of an overrun of the features and a commitment by the Client for twelve (12) months, the latter may nevertheless regain its Free account status if for six (6) consecutive months during the twelve (12) month period, it has not recorded any overrun of the features defined for a Free account. To do so, the Client must make an express request to VETUP from the twelfth (12th) month after the start of the subscription commitment. VETUP then verifies that the conditions are met and if this is the case, the Client regains its Free account status.

10.2 Premium Offer: This pack is designed to be made available to one veterinarian, two veterinary assistants and one substitute veterinarian. In the event that VETUP realizes, by any means whatsoever, that the Client is making the Solution available to a greater number of users, or that the number of days of connection of the replacement veterinarian exceeds the threshold provided for in the offer, VETUP will automatically invoice an additional license, without notice from the month following the observation.

10.3 Premium Offer: Use of SMS. Vetup's SMS system is

international. The subscription to the Premium Pack allows you to send 100 SMS messages per month. SMS messages are 160 characters long. If the Client's messages exceed this limit, they will still be sent, but they count as 2 or more SMS depending on the size of the text sent.

10.4 Premium offer: this pack provides the veterinarian with a defined number of features, emails, SMS. In the event that these functionalities are exceeded by the Client, the latter will automatically be invoiced for one or more additional email or SMS packages according to the exceedance observed and this from the month of the exceedance, as mentioned on the VETUP website.

## **11. REFUND FOR UNUSED EMAIL AND SMS PACKS**

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In the event that a Client who benefits from a subscription for additional email or SMS packs, notices the non-consumption of certain packs for certain months in the year, he may request in writing from VETUP the reimbursement of these unused additional packs. This request must be made once a year, during the month of November of the year concerned. After November 30, no applications will be processed. Once the contradictory verification by VETUP has been carried out, a credit note corresponding to the amount of the unused packs is drawn up and deducted from the invoice for the month of December of the same year. Reimbursement can only be made for email or SMS packages that are completely unused by the Client. Thus, email or SMS packs that have been partially used by the Client cannot be reimbursed as provided for in this article.

## **12. GUARANTEE**

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VETUP cannot guarantee the total adequacy of the Solution to all of the Client's specific needs, but only that it implements all means to make the Solution available to the Client and to carry out the services defined on its website and ordered in the order form.

## **13. RESPONSIBILITY**

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13.1 The Client acknowledges having received, before sending the purchase order, all the information and advice necessary for the execution of these General Conditions.

In any event, the Client may only seek VETUP's liability by providing proof of its wrongful conduct.

It is also expressly agreed between the parties that VETUP's liability is strictly limited to the amount of one year's subscription.

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13.2 It is understood that VETUP cannot be held liable for any damage resulting from:

- Use of the Solution that does not comply with VETUP's requirements, or in general, contrary to the usual precautions and rules of the trade;
- Fault or negligence on the part of the Client;
- Changes made by the Client to the Solution;
- Use of the Solution by a third party;
- Force majeure;
- Fraud.

In addition, VETUP cannot be held liable for, in particular:

- The content of the information transmitted, disseminated or collected as well as all files, in particular address files, but also sound, text, images, data accessible on the site for any reason whatsoever;
- Difficulties in accessing the hosted site due to total or partial non-compliance with an obligation by the Client, failure and/or saturation at certain periods of the operators of the transport networks to the Internet world and in particular its access provider(s);
- Failure to forward e-mails or discussion forum posts;
- Any damage or misuse of equipment connected to the hosting platform (Client's terminals), which is the sole responsibility of the Client;
- Possible misappropriation of passwords, confidential codes, and more generally any information of a sensitive nature for the Client.

13.3 The Client remains, in any case, responsible for the use of its website and the Solution, as well as its own content.

13.4 Premium Offer: Responsibility for the use of emails and text messages. The Client is solely responsible for sending messages such as emails, text messages and postal mail to the natural or legal persons registered in its database, taking into consideration the rules that apply in this area in its country and in the countries of the recipients of these communications. In general, the sending of transactional messages (sending invoices, medical reports, estimates, medical information in general, etc.)) does not require the recipient's acceptance of this type of communication. The Client is responsible for marketing-type mailings which, in some countries, require the acceptance of this type of communication by the recipient.

#### **14. TERMINATION – TERMINATION OF THE TERMS AND CONDITIONS**

The General Conditions shall be terminated in the event of non-performance by any of the parties of any

of its obligations, including but not limited to payment, thirty (30) days after the sending of a formal notice by any means of communication notifying the latter and remaining unremedied, without prejudice to any damages that may be due in this respect to the party who has been forced to terminate the General Conditions.

The termination of the General Conditions shall result in the closure of access to the Solution for the benefit of the Client, and, where applicable, the termination of the current Additional Services.

The royalties paid by the Client remain the property of VETUP without prejudice to any damages that may be claimed.

In addition, the Client may request the termination of its subscriptions during the commitment period of a minimum of twelve (12) months, under certain conditions of which the Client provides written proof, namely: change or cessation of activity, retirement. No other reason may be given for early termination during the first twelve (12) months of subscription. In this case, VETUP undertakes to provide data extraction to the client and closes his/her account, within thirty (30) days of the date of termination.

In the event of termination of a website created and managed by VETUP, only the content of the website and the authentication key are transmitted to the Client to allow the transfer of the domain name. No access to VETUP's servers, ftp or http access will be provided.

#### **15. PERSONAL DATA AND PRIVACY**

15.1 The parties undertake to comply with all laws and regulations that may be applicable to them in terms of the protection of personal data, and in particular the General Data Protection Regulation (European Regulation No. 2016/679, known as the "GDPR").

For the purposes of these General Conditions, VETUP has the status of processor of personal data. It carries out, on behalf of the Client, the data controller, the processing operations of personal data. As such, VETUP undertakes to:

- Process personal data only on the Client's instructions for the purpose of ensuring the proper execution of these General Conditions as well as for statistical purposes. VETUP will inform the Client if it considers that an instruction is contrary to the applicable regulations on the protection of personal data;
- Process personal data mainly on French territory, in a Member State of the European Union, the EEA or

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a country recognized by the European Commission as having an adequate level of protection. In the event of a transfer of personal data to third countries not listed above or not included in the list of countries with an adequate level of protection within the meaning of the European Commission, VETUP will implement the necessary safeguards, in particular by formalizing with the importer of the data the standard contractual clauses of the European Commission or another equivalent legal mechanism provided for in Chapter V of the GDPR;

- Ensure that the persons authorised to process personal data are competent and trained in the protection of personal data.

The security measures implemented by VETUP include the following:

- Implement an access policy based on user roles and the principle of least privilege
- Access control and restrictions of operations implemented by subcontractors
- Individual login and passwords
- Firewall and hosting monitoring solutions provided by Amazon Web Services (host), on a dedicated infrastructure
- Mirror server located on a replicated database with read-only access
- Authentication with SSH certificate and SSL certificates
- Amazon Web Services Denial of Service Protection
- Supervision of group security teams
- Regular cybersecurity training

VETUP may use a sub-processor to carry out specific processing activities. In the event of the addition or modification of a sub-processor, VETUP will inform the Client, who will have a maximum period of 7 calendar days to submit its objections. In the absence of objections made by the Client, the modification or addition of sub-processors shall be deemed to have been accepted by the Client.

The sub-processors already identified are the following:

- Amazon Web Services (AWS) for the purpose of hosting the Solution (storage carried out on the

territory of the European Union);

- Genpact (UK) Limited, and its sub-processor Genpact India Private Limited, for the purpose of assisting with billing and account management operations.

VETUP ensures that the sub-processor provides the same sufficient guarantees as to the implementation of appropriate technical and organisational measures in carrying out the processing that is the subject of the subcontracting.

To the extent possible, and without this incurring unreasonable costs for it, VETUP shall assist the Client in the fulfilment of the following obligations:

- respond to requests to exercise the rights of data subjects;
- carry out a data protection impact assessment;
- carry out a prior consultation with the supervisory authority.

VETUP notifies the Client of any personal data breach as soon as possible after becoming aware of it and by any means. This notification shall be accompanied by any relevant documentation in order to enable the Client, if necessary, to notify the supervisory authority of this breach.

It is the Client's responsibility to send written instructions to VETUP concerning the processing authorised in the context of the subcontracting, and to ensure compliance with its obligations under the applicable regulations, and in particular to provide information to the persons concerned by the processing operations at the time of collection of the personal data.

By default, the Client acknowledges that the terms of use of the Solution, and in particular the processing resulting from the integration by the Client of personal data within the Solution, constitute instructions within the meaning of this article.

At the end of the General Conditions, VETUP undertakes to destroy all personal data or to return it, in a legible form, and to destroy any paper or electronic copies of the personal data it may hold.

15.2 The parties undertake to keep confidential, and to keep confidential for a period of five (5) years after the end of these General Conditions, the information that they have obtained directly or indirectly in the context of the execution of these General Conditions.

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## **16. ASSIGNMENT - TRANSMISSION**

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The General Conditions are concluded *intuitu personae* and may not be transferred or assigned without prior written consent.

## **17. FORCE MAJEURE AND UNFORESEEABILITY**

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17.1 Neither party shall be liable for any failure to perform its obligations under these General Conditions resulting from a case of force majeure as defined by law and the case law of the Courts and tribunals. A case of force majeure means any situation that is unforeseeable at the time of the conclusion of these General Conditions, irresistible in its execution and in particular: strike action on a national scale; riots; fire or explosion; extreme weather conditions; Epidemics; health crisis; earthquake; civil war; riots; particularly serious acts of terrorism. If the Force Majeure Event lasts more than thirty (30) days from the date of its occurrence, these General Conditions may be terminated by the unaffected party, by registered letter with confirmation of delivery.

17.2 The parties, as professionals, decide to expressly exclude the intervention of the judge under the application of Article 1195 of the French Civil Code.

## **18. GENERAL PROVISIONS**

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18.1 Except as expressly provided in the General Conditions, no changes or additions may be made to them without a written and validly signed agreement.

18.2 In the event that a competent court considers that a clause of the General Conditions is not in conformity with the law, said clause shall be declared null and void, without this affecting the validity and effects of the remaining General Conditions.

18.3 A person or entity that is not a party to these General Conditions shall not rely on or seek the enforcement of any of these provisions.

## **19. ELECTION OF DOMICILE – ATTRIBUTION OF JURISDICTION**

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The General Conditions are subject to French law.

In the event of difficulties arising in the interpretation, validity, conclusion, execution, transmission, termination or consequences of the termination of the General Conditions, even in the event of an incidental or third party claim, or multiple defendants, the parties will come together to try to resolve their dispute

amicably. In the event of failure of this attempt at amicable resolution, the Commercial Court of Marseille will have sole jurisdiction.