

## Horse Terms and Conditions

### PREAMBLE

- (A) **PHYSIO EVOLUTION ANIMAL PHYSIOTHERAPY L.L.C.**, is a Limited Liability Company — Single Owner incorporated in Dubai, United Arab Emirates under license number 793593 with its registered address at Unit 4, owned by Muhamad Nur Mahmud Muhamad Mashrum, Bur Dubai, Nad Al Shiba 1, Dubai, United Arab Emirates (“**Physio Evolution**”);
- (B) Subject to preamble paragraph (D) below, Physio Evolution offers physiotherapy services to clients for their horses located in the United Arab Emirates, which services may include (without limitation) dry needling, class 4 K laser therapy, Magnawave therapy, muscle stimulation and TENS, and/or any combination thereof (each a “**Service**,” and any combination thereof, the “**Services**”);
- (C) You (“**You**”, and together with Physio Evolution, each a “**Party**” and together the “**Parties**”), as the signatory to the registration form to which these Terms are attached (the “**Registration Form**”) and the owner and/or guardian of the relevant horse(s), would like to engage Physio Evolution to provide some or all of the Services to Your horse(s) named in the Registration Form (each, a “**Horse**”); and
- (D) Physio Evolution shall provide the relevant Services to Your Horse(s) by appointment (only) and in accordance with these terms and conditions (the “**Terms**”) and the Registration Form — but only as, if and to the extent deemed necessary, safe and appropriate for Your Horse(s) on a case-by-case basis in accordance with these Terms.

**THEREFORE, the Parties hereby agree as follows:**

### THE TERMS

#### **1. General**

- 1.1 These Terms govern the provision by Physio Evolution of the Services to Your Horse(s) and therefore You.
- 1.2 Physio Evolution undertakes that all reasonable care and skill shall be taken in the performance of the Services in relation to Your Horse(s) under these Terms. However, by signing the Registration Form and thereby accepting these Terms, You agree that You seek and shall accept the Services at Your own, sole risk.

#### **2. Registration**

- 2.1 Physio Evolution’s provision of any Services to Your Horse(s) is subject to Your completion and signature of the Registration Form.
- 2.2 These Terms form part of the Registration Form to which they are attached (whereby the Terms and the Registration Form shall be hereafter referred to, together, as the “**Contract**”). By completing and signing the Registration Form, You accept these Terms and therefore the provision of the Services by Physio Evolution in accordance with the Contract, and You agree to be bound by the Contract, which forms a contract between You and Physio Evolution.

#### **3. Appointments**

- 3.1 You must schedule appointment(s) directly with Physio Evolution via WhatsApp for Your Horse(s) to receive the Services (each, an “**Appointment**”). For Appointment scheduling, please WhatsApp Physio Evolution at the following phone number:

Phone number: +971 (0)56 226 7099

- 3.2 Subject to clauses 3.3, 5 and 6 of these Terms, Physio Evolution shall use all reasonable efforts to provide the Services to Your Horse(s) during the scheduled Appointment time(s) and at the designated Appointment location(s).
- 3.3 Notwithstanding clause 3.2 of these Terms, Physio Evolution reserves the right at its sole discretion to cancel or reschedule any Appointment(s) at any time and for any reason without providing prior notice to You.
- 3.4 No Appointments shall be available on Christmas Day (25 December) or New Year's Day (1 January).

#### **4. Fee and Payment Terms**

- 4.1 You shall pay to Physio Evolution a fee for the Services. The Services fee shall be United Arab Emirates Dirhams 550.00 (the "**Fee**"), which Fee(s) shall be chargeable for Services provided per Horse and is exclusive of VAT. Physio Evolution maintains the right to amend the Fee at any time and at its sole and absolute discretion (without notice to You and without the need for Your acceptance or agreement).
- 4.2 In addition to the Fee(s) chargeable for Services provided per Horse, You shall pay to Physio Evolution a call-out fee if Your Horse(s) (for which the relevant Appointment(s) is or are scheduled) is or are located outside of Dubai, United Arab Emirates, whereby:
- (a) such call-out fee shall be calculated by Physio Evolution at its sole and absolute discretion;
  - (b) if applicable, Physio Evolution shall notify You of such call-out fee amount in advance of Your relevant Appointment time; and
  - (c) such call-out fee shall be exclusive of VAT,
- (the "**Call-Out Fee**").
- 4.3 The Fee(s) chargeable for Services provided per Horse, the Call-Out Fee (if applicable) and five per cent VAT (together, the "**Invoiced Amount**") for each Appointment shall become due and payable in full, by You, at the time that Physio Evolution shares the relevant Appointment invoice with You (per clause 4.4 of these Terms). You may pay any Invoiced Amount by credit or debit card through the invoice payment link, by bank transfer or with exact cash. Physio Evolution shall not provide change for any Invoiced Amounts paid for by You in cash, but any cash received by Physio Evolution that exceeds the relevant Invoiced Amount may be credited towards Your next Appointment(s) and corresponding invoice(s), as applicable.
- 4.4 Physio Evolution shall endeavour to, as far as is reasonably practicable and possible, share the relevant Appointment invoice with You in advance of the scheduled Appointment time. Should any Invoiced Amount remain outstanding at the time that Physio Evolution completes the relevant Appointment and associated Services, it shall be classified as "outstanding". If any Invoiced Amount becomes outstanding, then Physio Evolution shall be entitled to:
- (a) with written notice to You sent to the e-mail address provided by You in the Registration Form, terminate the Contract with immediate effect;
  - (b) without prior notice to You, refuse to provide any further Services to You;
  - (c) without prior notice to You, recover such outstanding Invoiced Amount(s) and any other related costs and expenses by any appropriate legal routes that may be available to Physio Evolution from time to time; and/or
  - (d) without prior notice to You, take any other measures legally available to Physio Evolution to mitigate any other related costs, expenses or losses that Physio Evolution deems necessary and appropriate in the circumstances.

## **5. Cancellations**

- 5.1 A 24-hour cancellation policy applies to all Physio Evolution Appointments. If You wish to cancel an Appointment but do not do so (via WhatsApp to the phone number listed in clause 3.1 of these Terms) at least 24-hours in advance of the relevant Appointment time, then the Invoiced Amount shall not be refunded to You (or shall remain due and payable in full by You if not already paid).
- 5.2 Notwithstanding clause 5.1 of these Terms, Physio Evolution may waive the Invoiced Amount (or credit the Invoiced Amount towards any future Appointment(s) that You may book if it has already been paid by You), at its sole and absolute discretion, if You seek to cancel any Appointment(s) within 24-hours before the relevant Appointment time(s) because the Horse(s) for which such Appointment(s) are booked is or are acutely unwell. Physio Evolution shall only waive (or credit) the relevant Invoiced Amount under this clause 5.2 if You provide to Physio Evolution, within five working days after the relevant scheduled Appointment time(s), a veterinarian's report which demonstrates that such Horse(s) is or are unwell.

## **6. Your Responsibilities**

- 6.1 None of Physio Evolution's employees or representatives are veterinarians. Before seeking the Services, Physio Evolution advises You to seek (at Your own risk, cost and expense) the independent advice of a qualified veterinarian to determine whether such Services are safe, necessary and/or appropriate for Your Horse(s). Physio Evolution shall not be liable or responsible in any way for any such independent advice that You may seek and/or receive from a third-party veterinarian or any other persons or parties.
- 6.2 Before the commencement of any Appointment(s), You are responsible for informing Physio Evolution of any circumstances known to You which may affect the provision of the Services to Your Horse(s) and/or to any other Physio Evolution client horse(s) (or if You become aware of any such circumstances after the commencement of any Appointment, at the time that You become so aware). Such circumstances may include, but are not limited to, whether:
- (a) Your Horse(s) is or are currently infected with or is or are otherwise a carrier or carriers of any transmissible disease, infection, virus and/or other contagious and/or communicable condition;
  - (b) You want Physio Evolution to provide or refrain from providing any specific Service(s) to Your Horse(s);
  - (c) Your Horse(s) has or have known behavioural issues or concerns, or may otherwise pose a specific danger to themselves or any person, horse or other party before, during or after any Appointment(s);
  - (d) You, Your Horse(s) and/or Your Designated Attendee (as defined in clause 6.4 of these Terms) require certain precautions or safety measures to be taken before, during or after any Appointment(s);
  - (e) Your Horse(s) cannot be trotted up;
  - (f) Your Horse(s) can be trotted up, but trot ups must only be completed on certain surfaces; and
  - (g) You, Your Horse(s) and/or Your Designated Attendee have any other relevant and specific requirements, preferences or needs in relation to any Service(s) or Appointment(s).
- 6.3 Whether or not You comply with Your responsibility under clause 6.2 of these Terms, Physio Evolution may refuse, at any time, to provide the Service(s) to Your Horse(s) due to any foreseen or unforeseen risks, concerns or dangers posed by Your Horse(s) to themselves or any person, other horse or other party at any time before, during or after any Appointment(s). If an Appointment has begun but Physio Evolution decides that it cannot be completed on the grounds of such potential risks, concerns or dangers, then the

Appointment will conclude immediately, and the Invoiced Amount for such Appointment shall not be refunded to You (or shall remain due and payable in full by You if not already paid).

- 6.4 It is Your sole responsibility to either be present during Your Horse(s) Appointment(s) or organise for someone else (a “**Designated Attendee**”) to be present during Your Horse(s) Appointment(s). If You have organised for a Designated Attendee to attend any Appointment(s) on Your behalf, then You must provide their name and phone number to Physio Evolution in advance of such Appointment(s). Physio Evolution may refuse, at any time, to carry out any Appointment(s) or provide any Service(s) to Your Horse(s) if neither You nor Your Designated Attendee are present at the scheduled Appointment time(s), in which case the Invoiced Amount for such Appointment(s) shall not be refunded to You (or shall remain due and payable in full by You if not already paid).
- 6.5 It is Your responsibility to ensure that the relevant Physio Evolution employee(s) is or are allowed and otherwise able to access Your Horse(s) and the designated Appointment location(s) at the scheduled Appointment time(s). Physio Evolution may refuse to carry out any Appointment(s) or provide any Service(s) to Your Horse(s) if such relevant Physio Evolution employee(s) (through no fault of their own) is or are denied access to, or is or are otherwise unable to access, Your Horse(s) or the designated Appointment location(s) at the scheduled Appointment time(s), in which case the Invoiced Amount for such Appointment(s) shall not be refunded to You (or shall remain due and payable in full by You if not already paid).

## **7. Data Privacy**

7.1 Physio Evolution hereby acknowledges that it must store, process and transfer Your personal data — to which it may have access at any given time in connection with Your completion of the Registration Form and the provision of the Services to Your Horse(s) — in accordance with all data protection and privacy legislation and regulations in force from time to time that apply to You and Physio Evolution.

7.2 By entering into the Contract, You permit Physio Evolution to:

- (a) process Your personal data; and
- (b) transfer Your personal data to third party service providers such as IT service providers, including but not limited to external booking, e-mail and messaging service providers,

for the purposes of organising, providing and invoicing You for the Services and Appointments scheduled in accordance with these Terms.

7.3 By entering into the Contract, You permit Physio Evolution to use any photographs or videos of Your Horse(s) taken during any Appointment(s) for its website (<https://www.physio-evolution.com>), posters, social media pages (Instagram: [@physioevo](https://www.instagram.com/physioevo); Facebook: <https://www.facebook.com/PhysioEvo>), and any other means of distribution for marketing purposes.

7.4 You understand that You may withdraw such consent given in accordance with this clause 7 at any time by notifying Physio Evolution in accordance with clause 10 of these Terms.

## **8. Confidentiality**

8.1 You may receive confidential information about Physio Evolution’s business dealings and affairs when You book Appointment(s) with Physio Evolution and/or receive the Services from Physio Evolution. Subject to the permitted disclosures set out in clause 8.2 of these Terms, by entering into the Contract, You agree that You shall not use, disclose or otherwise divulge any of Physio Evolution’s confidential information at any time, for any reason, to or with any other parties or persons.

8.2 Notwithstanding clause 8.1 of these Terms, You shall be permitted to disclose Physio Evolution’s certain, specified confidential information to certain, specified third parties if and only to the extent that such disclosure is:

- (a) approved in writing by Physio Evolution before You share such certain, specified confidential information to such certain, specified third parties; or
- (b) required by an order of a court of competent jurisdiction, or by law (but only to the extent necessary to comply with such order or law).

8.3 This clause 8 shall survive the termination of the Contract for a period of three years.

**9. Limitation of Liability**

9.1 Except to the extent that it cannot be limited by law, Physio Evolution's liability to You (whether in contract, tort, under statute or otherwise) for any direct loss, claim, cost, injury, damage, liability or other expense howsoever described, including attorney's fees reasonably incurred, which is or are suffered by You and which relate directly to or arise directly out of the Contract and/or the provision by Physio Evolution of the Services to Your Horse(s) under the Contract shall be limited to one hundred per cent of the Fee.

9.2 In no event shall Physio Evolution ever be liable to You under the Contract for any indirect, special, consequential or punitive loss, claim, cost, injury, damage, liability or other expense howsoever described, indirectly relating to or indirectly arising out of the Contract and/or the provision by Physio Evolution of the Services to Your Horse(s).

**10. Notices**

10.1 Any and all notices that You may need to give to Physio Evolution pursuant to, or in connection with, the Contract must be made in writing and shall be deemed given if delivered by e-mail to the following e-mail address (or to any other e-mail or other address of which Physio Evolution may notify You from time to time):

Email: [info@physio-evolution.com](mailto:info@physio-evolution.com)

Attention: Kirsten Christiansen

**11. Third Parties**

11.1 The Contract is not for the benefit of any persons or parties who are not a Party hereto.

11.2 The Contract shall not, and shall not be deemed to, give any right or remedy to any persons or parties who are not a Party hereto.

11.3 No person or party other than the Parties may enforce the Contract against either of the Parties hereto.

11.4 Neither Party may enforce the Contract against any person or party other than the Parties hereto, and therefore, neither Party may make any claim against any officer, agent, employee or representative of the other Party under the Contract.

**12. Assignment**

12.1 You may not assign the Contract, or Your rights and obligations under the Contract, to any other persons or parties without the prior written consent of Physio Evolution.

12.2 Physio Evolution may, without Your prior consent, assign the Contract and/or Physio Evolution's rights and obligations under the Contract to any persons or parties who succeed to the business of Physio Evolution.

12.3 The Contract shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

**13. Amendments**

13.1 Physio Evolution may update or otherwise amend these Terms at its sole discretion at any time (without notice to You and without the need for Your acceptance or agreement). If You disagree with these Terms and/or any updates that may be made hereto, then You should discontinue Your use of the Services.

13.2 If You need to update or otherwise amend any of Your details contained in the Registration Form, then You must do so by notice to Physio Evolution in accordance with clause 10 of these Terms.

**14. Severability**

14.1 If any clause of the Contract is deemed by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, then it shall be deemed severed and deleted from the remaining clauses of the Contract, which remaining clauses shall continue in full force and effect.

**15. Representations, Warranties and Covenants**

15.1 Neither Party, nor any officer, agent, employee or representative of either Party, has made (or has any authority to make for or on behalf of that Party) any contract, representation, warranty, statement, promise, arrangement or understanding not expressly set out in the Contract.

**16. Entire Agreement**

16.1 The Contract constitutes the entire agreement between the Parties. The Contract supersedes all prior contracts, express or implied, in relation to its subject matter. You state that, by entering into the Contract, You have not relied and will not in any way rely upon any other contract, document or terms.

**17. Enforceability**

17.1 Either Party's failure to enforce, or delay in enforcing, any rights conferred upon them by the Contract shall not be construed as a waiver of those or any other rights contained within the Contract, and the relevant Party may enforce such right(s) at any time hereafter.

**18. Interpretation**

18.1 The clause headings contained in these Terms are for reference purposes only and shall not in any way affect the meaning or interpretation of these Terms.

**19. Term and Termination**

19.1 The Contract shall enter into force on the date that You sign the Registration Form and shall remain in force for a period of five years thereafter (the "Initial Term"). Upon the completion of the Initial Term or any subsequent term thereafter, the Contract shall be automatically renewed for further, consecutive five year terms without the need for further agreement between the Parties unless and until it is terminated in accordance with clause 19.2 of these Terms.

19.2 Except as otherwise provided for in these Terms, either Party may terminate the Contract by giving notice in writing to the other of not less than thirty calendar days.

**20. Governing Law and Jurisdiction**

20.1 The Contract shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre. Any dispute arising out of or in connection with the Contract shall be referred to and resolved by the Dubai International Financial Centre Courts.