

Acknowledgement Section

As part of your registration, the following are our Terms of Service for your review. This agreement confirms that we can provide veterinary care for your Pet, sets out how fees and payments work, explains your responsibilities as our customer, and outlines how we handle your and your Pet's information. It also covers what to expect in emergencies, our consent process for treatments, and your rights around feedback or complaints. **Please read carefully.** By signing you confirm you have read, understood and agree to these terms.

TERMS OF SERVICE

Agreed Terms

1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply in this Agreement:

"Agreement" means the registration form completed by you during your First Visit together with these Terms of Service;

"Animal", **"Pet"** refers to the animal that you present at the Clinic for consultation and/or treatment;

"Code" means the Singapore Veterinary Association Code of Ethics for Veterinarians as amended from time to time;

"First Visit" means the first occasion on which you complete our Registration Form, sign this Agreement, and book an appointment with us (whether via our app, online booking, email, telephone, WhatsApp, or in person) for treatment, examination, or other veterinary services for your Pet. Completing the First Visit is a prerequisite for us to provide veterinary services. Each subsequent appointment or attendance for services after the First Visit is referred to as a **"Visit"**. Each Visit constitutes a separate engagement for veterinary services under the terms of this Agreement and includes any specific consents or estimates given at that time.

"Group" means, in relation to the Clinic, the Clinic itself together with any company, partnership, clinic, or other entity which, directly or indirectly, controls, is controlled by, or is under common control with the Clinic, including without limitation all other Clinics and veterinary clinics owned, managed, or operated by such entities from time to time.

“Clinic”, “we”, “us”, or “our” refers to [Singapore Veterinary Health Pte Ltd], registration number [202231005C] of 74 Serangoon Garden Way, Singapore 555970 including, if any, other Clinics or clinics in its Group.

“You”, “your”, or “yours” means the person who presents an animal to us for treat, in cases where you hand in someone else's animal, that animal is meant as yours in relation to these General Terms and Conditions and the Agreement entered into between you and the Clinic.

2. GENERAL

- 2.1. These Terms of Service form an integral part of the Agreement and applies to all services provided by us including house call services where applicable.
- 2.2. Certain of the terms in these Terms of Service may be changed by us from time to time. In the event of any changes to the Terms of Services, notice of the changes will be provided to you via an e-mail to your e-mail on our records. The latest version of the Terms of Service will always be available on our website <https://www.brightonvetcare.com>. Your continued use of our veterinary services will indicate your acceptance to any changes.
- 2.3. Your Pet's health and well-being is our top priority. Our guidelines and policies have been developed with the aim of caring for and treating your Pet in accordance with the Animals and Birds Act 1965 and the Code.

3. REGISTRATION AND PROCESSING OF YOUR PERSONAL DATA

- 3.1. Your privacy is important to us. In order to provide veterinary services to you, we need to process a certain amount of personal data in accordance with the requirements provided by the Personal Data Protection Act 2012 (“PDPA”).
- 3.2. We may collect, use and disclose your personal data for the following purpose:-
 - To provide veterinary services, treatment and care for your Animal
 - To create, maintain and manage medical and clinical records;
 - To process and collect payments;
 - To manage our operations, including audits, record keeping and risk management; and
 - For any other purpose notified to you at the time of collection, or otherwise permitted under the PDPA
- 3.3. We may disclose your personal data where necessary for the purposes stated above including but not limited to:-
 - Laboratory service providers, specialists or referral clinics
 - insurance companies
 - control authorities

- debt collection companies/legal service providers for collecting outstanding payments

- 3.4. We are the data controller for our processing of your personal data. You can find out how the Clinic and the Group collect and process your personal data, contact us with questions about privacy and data protection and exercise your rights via the Group privacy policy in force at any time, <https://www.mars.com/privacy> . You can also read about our use of cookies in our Cookie Policy, <https://www.mars.com/privacy#cookies>
- 3.5. It is important to us to maintain accurate records of our customers and their animals. In order to do this, we will from time to time ask you to confirm the information we have about you and your Pet. It is also of particular importance to us that your contact details are correct. If your details change at any time, we ask that you inform us immediately so that we can ensure that our database is up to date.
- 3.6. Please note that we retain and store personal data even after veterinary services have ended, such as animal records and transaction data, in accordance with our data retention policy.
- 3.7. Please note that the Clinic, as part of the Group, during veterinary services will collect information about your Pet and its treatment and store and use this information as needed to support the ongoing efforts of the Group to improve the lives of animals and Pet owners and to improve our products and services. Should you refuse collection for this purpose, please contact our Data Protection Officer.
- 3.8. If you have any questions and/or request relating to the collection of your personal data, please address your email to our Data Protection Officer at **gardens@brightonvetcare.com**
- 3.9. We may contact you either by letter, phone, SMS, or electronically to inform you of outstanding payments and reminders about your Pet's treatments. Please let us know during the First Visit if you do not wish to be contacted regarding treatment reminders including vaccinations. We may also send out customer surveys electronically, from which you can unsubscribe by clicking on the link at the bottom of the mailing. Even if you unsubscribe from customer surveys, you will still receive relevant diagnostic information sent to you if you use our services and such information must be shared with you.
- 3.10. If you have consented to direct marketing, we will contact you with marketing offers that may be of benefit to you or your Pet. If you do not want us to send you direct marketing via SMS or electronically, you can contact us at any time. In each communication, you are also given the opportunity to decline further marketing from us by unsubscribing from our communications.

- 3.11. In some cases, we are required by law to notify you of specific information, such as changes to these terms, our privacy policy and the like. You can contact us if you want to change the way we communicate with you.
- 3.12. Please note that both incoming and outgoing calls may be recorded for training and quality purposes. You will be informed if recording takes place.
- 3.13. To ensure safety at our clinics, camera surveillance can take place. In such cases, you will be informed via posters near the camera.

4. OUR SERVICES

- 4.1. All veterinary services we provide are performed by staff with adequate qualifications taking into account the type of service to be provided in each individual case. We always perform the veterinary services with care, skill and in accordance with the Code and all other applicable laws and regulations. The Clinic ensures that all practising veterinarians hold valid registration with the Animal and Veterinary Service.
- 4.2. Certain aspects of care may be carried out by veterinary nurses, assistants, or other staff members. These individuals do not act as independent practitioners and will always work under the supervision and responsibility of a registered veterinary surgeon.
- 4.3. We strive to inform you and obtain your approval prior to providing treatment for your Animal. However, we reserve the right to, based on statutory obligations, take such measures as we deem necessary for the purposes of saving the life of the Animal.
- 4.4. We perform the veterinary services at the time or period agreed upon by you and us. If you and we have not agreed on any time or period, the veterinary services will be performed within a reasonable time.
- 4.5. Our performance of the veterinary services under the Agreement may be affected by events beyond our reasonable control. If this is the case, we may be forced to postpone the performance of the ordered veterinary services and/or we may be forced to suspend the performance of the veterinary services until we notify you otherwise. We will attempt to provide ordered veterinary services as soon as such events have ceased or been rectified.

Veterinary services outside regular working hours

- 4.6. If we cannot offer a certain type of veterinary service at our Clinic or at the call site in case of a house call service outside regular working hours and/or other emergency veterinary service, we will, if possible, refer you to another Clinic or clinic within the Clinic Group if any, or to a third party.

Inpatient care

- 4.7. In some cases, inpatient care for your Pet is appropriate for medical reasons. If we cannot offer inpatient care at our Clinic, we will help you get in touch with another Clinic

within the Clinic Group if any, or a third party that can offer this. We will in all cases obtain your approval before such care is initiated or contact is made.

Termination of services

- 4.8. We are entitled to terminate our service(s) with immediate effect in the event of the following:-
- a) our fees remain unpaid;
 - b) you behave abusively or unreasonably; or in a manner that disrupt the veterinary operations.
 - c) continued treatment is not in the Animal's best interests.
 - d) There is no alignment between the veterinarian and the client on the clinical approach for the Animal.

5. FEES AND PAYMENT

Charges

- 5.1. Costs of the veterinary services will be discussed with you beforehand. In certain situations, we may be able to offer a fixed price. However, in more complicated cases we are only able to provide cost estimates.
- 5.2. The cost estimate is based on our experience of how much the veterinary services in question usually cost. The course of an Animal's illness can vary widely and it is difficult to determine in advance which care interventions may be required. Therefore, there is always a certain amount of unpredictability regarding costs. If we are of the opinion that the actual costs will exceed a cost statement provided in advance, we will try to contact you.
- 5.3. In the event that your Animal requires emergency treatment while it is in our care, we will attempt to reach you via the phone number in our records. If we are unable to obtain consent from you within a reasonable time, we will proceed with the emergency treatment. Costs of the emergency treatment shall be borne by you.
- 5.4. Veterinary services that take place outside normal working hours, on weekends, on Public Holidays or emergency veterinary services may incur higher fees than normal.
- 5.5. We may also charge for (i) the medicines, materials and consumables used, (ii) visit times and/or consultations, with or without your Pet and (iii) missed visits, operations and consultations when these have been booked in advance.
- 5.6. You agree to pay all treatment fees, incidentals, consumables and applicable taxes.

Payment

- 5.7. A tax invoice will be rendered for collection of payment. Payment is to be made immediately upon presentation of the tax invoice.

- 5.8. If you do not pay our fees on time, we will send reminders. Each reminder may include an administrative fee. Any overdue balance will also accrue interest from the due date until payment is received, at a rate of [2%] per month of the total unpaid balance as it stands from time to time.
- 5.9. After the first reminder, overdue payments may be handed over to our collection department and/or to an external collection company. Additional fees may be incurred in connection with debt recovery. You shall indemnify the Clinic for all fees incurred in the collection of overdue payments.

Deposit Requirement

- 5.10. For certain procedures, surgeries, or Clinicisations, a deposit may be required prior to admission or commencement of treatment. The deposit amount will be advised at the time of booking or admission and will be applied toward the final invoice upon discharge or completion of the service.
- 5.11. If the actual cost of treatment or Clinicisation exceeds the estimated amount, additional payment may be required before further treatment continues. Any remaining balance after the final account is settled will be refunded.
- 5.12. Failure to pay a required deposit may result in postponement or cancellation of the scheduled procedure or admission.

IT IS VERY IMPORTANT THAT YOU READ THIS PARAGRAPH BECAUSE IT AFFECTS HOW WE WILL CHARGE YOU IN CERTAIN SITUATIONS

- 5.13. You represent and warrant that you are authorised to seek and consent to veterinary treatment for the Animal. In any of the following situations where we provide veterinary services to an animal you bring to our Clinic, you will be personally liable for our full fees and accept full financial and legal responsibility for any injury, damage, or loss caused by the Animal when under your care or control; and you will be held strictly liable for all resulting costs, damages, or claims where
- (a) You present at our Clinic with your own Pet; or
 - (b) Your agent, employee, helper, driver, third party or otherwise presents at our Clinic with your Pet; or
 - (c) You present at our Clinic with an animal that is not your own Pet, including but not limited to an animal that is unregistered, un-microchipped, or is a stray without clear ownership or identification.

- 5.14. For any house-call veterinary service, the same financial, legal, and liability obligations set out in clause 5.13 shall apply as if the Animal had been presented at our Clinic. You remain fully responsible for all fees and for any injury, damage, or loss caused by the Animal while under your care or control during the house-call service.

6. PET INSURANCE

- 6.1. We are not responsible or liable for the outcome of any pet insurance claim, including the approval, rejection, or reimbursement amount determined by your insurer. If you intend to make an insurance claim, please inform our front desk staff in advance and provide details of the documents or forms required by your insurer.
- 6.2. The Clinic may charge an administrative fee for the completion of insurance claim forms, preparation of medical records, or other related documentation requested by the insurer. Such fees will be advised before processing.

7. CONSENT

- 7.1. **General consent:** By entering into this Agreement, you consent to us providing veterinary treatment as agreed between you and us. You authorise the veterinarians and authorised staff to examine, diagnose, treat, medicate, sedate, anaesthetise or Clinicise the Animal as clinically necessary. You understand that we will assist your Pet to the best of our abilities, but the outcomes cannot be guaranteed.
- 7.2. **Surgical & high-risk procedures:** For surgery or procedures that involve general anesthesia, we will seek express informed consent in writing or by electronic signature prior to the procedure. (We will explain risks and likely costs.)
- 7.3. **Oral consent and Emergency Situations:** The attending veterinarian may accept oral consent (in person or by phone) in various situations including emergencies; we will document the details of any oral consent in the medical record as best practice. If an emergency occurs and you cannot be immediately contacted, you consent to such emergency treatment as the attending veterinarian considers necessary to preserve life or prevent deterioration.
- 7.4. Except in exceptional cases (see clause 4.3) we will always endeavor to discuss any changes to agreed treatment with you in advance.
- 7.5. The number of veterinary medicines available for use on animals is limited, which is why we may use medicines that are not registered for the animal species in question or are registered for use on humans. We base the use of such medicines on acceptable veterinary practices. By entering into this Agreement, you shall not hold the Clinic liable for any use of medication that is not registered for the specific animal species.

- 7.6. We may also arrange for prescribed medicines to be delivered to your address for your convenience. Once medicines have been dispatched, responsibility for any delay, loss, or damage occurring during transit rests with the delivery provider. We recommend checking all medicines promptly upon receipt and contacting us if there are any concerns.

8. OUR RESPONSIBILITIES

- 8.1. We will explain diagnoses, treatment options, material risks, likely costs, and prognoses in clear and understandable language. You are encouraged to ask questions at any stage, and we will provide reasonable explanations to support your decision-making.
- 8.2. We are committed to providing treatment consistent with animal welfare obligations in accordance the Code and other applicable laws of Singapore.
- 8.3. We will comply with legal requirements for vaccination, quarantine, disease notification. You must provide accurate vaccination and travel/import records.
- 8.4. We may require proof of licensing/microchipping before agreeing to carry out certain procedures.
- 8.5. We commit to hygienic and safe clinical waste disposal in line with the applicable laws of Singapore.
- 8.6. We maintain clinical records that are systematic, true, adequate, clear, and contemporaneous.

9. YOUR RESPONSIBILITIES

Ownership, Authority & Accuracy of Information

- 9.1. By signing this Agreement, you confirm that you are 18 years of age or older and the lawful owner of your Pet, or that you have the legal authority to act on the owner's behalf, and you have the right to consent to veterinary treatment. You may authorise another person (for example, a family member, carer, or helper) to present your Pet for treatment (the "Authorised Representative"), but you remain responsible for all decisions and costs under this Agreement unless the authorised person has separately entered into an agreement with us in writing.
- 9.2. In the event that you authorise another person to bring the Animal for treatment, you shall be deemed to have accepted full financial and legal responsibility for any injury, damage, or loss caused by the Animal when under the care and control of your Authorised Representative. This responsibility applies regardless of the Animal's licensing or identification status, including but not limited to unregistered pets, un-microchipped animals, or strays.

- 9.3. You must provide accurate and complete information about your Pet's identity, vaccination history, medical history, current medication, allergies, and behaviour. We will rely on this information in providing care. You must also inform us promptly of any changes. We shall not be responsible for clinical decisions made based on inaccurate information provided by you or your representative(s).

Behavior & Conduct

- 9.4. Animal/ pet owners, family members, or representatives are expected to treat all Clinic staff with respect and courtesy.
- 9.5. Aggressive, abusive, threatening or disruptive behavior towards staff, other clients, or patients will not be tolerated and may result in termination of services and this Agreement.

Collection of the Animal

- 9.6. You are required to collect your Animal within six (6) hours of notification that the animal is ready for collection. Failure to do so might result in additional boarding charges which you will be liable to pay. In the event that the animal is not collected within ten (10) days of notification, we are entitled to treat the Animal as abandoned and to deal with the animal as the Clinic deems fit in accordance with applicable laws.
- 9.7. We shall not be required to carry out non-emergency treatments while the Animal remains in our care due to your failure to collect the Animal.

10. RISKS AND LIMITATION OF LIABILITY

- 10.1. You understand and acknowledge that that veterinary treatment, procedures, surgery, medication, anesthesia, diagnostics and handling of animals involve inherent risks, including but not limited to complications, adverse reactions, unforeseen outcomes, deterioration of the Animal's condition, or death, notwithstanding the exercise of reasonable skill and care by the Clinic. You are encouraged to discuss any concerns you have about those risks with the attending veterinarian before the procedure is initiated.
- 10.2. You acknowledge that no guarantee, warranty or assurance has been given as to the outcome of any treatment, procedure of service provided by the Clinic.
- 10.3. Our staff will exercise due care and professional standards in the treatment and handling of your Pet. However, we shall not be held liable for unforeseen complications, injury, escape, illness, or death of your Pet while under treatment, boarding, or in our care, except where caused by our gross negligence or willful misconduct.

- 10.4. You agree to indemnify and hold us, our staff, and affiliates harmless at all times against any claims, losses, damages, liabilities, or expenses arising from your Pet's behaviour, including injury to staff, other clients, animals, or property when under your care or control. This obligation applies whether such claims are brought by third parties or otherwise.
- 10.5. The Clinic's total liability (whether in contract, tort and/or otherwise) shall be limited to the total fees paid by you for the specific service/treatment giving rise to the claim. The Clinic shall not be liable for any indirect or consequential loss (including but not limited to loss of income, loss of opportunity, emotional distress, or loss of companionship).

11. FEEDBACK AND COMPLAINTS

- 11.1. We appreciate your feedback. It helps us to continue to provide high-quality care and attention for you and your Pet. If you have any questions or feedback for us, you can always contact us by email to **gardens@brightonvetcare.com** or by writing to us at **74 Serangoon Garden Way, Singapore 555970**.
- 11.2. If any issues should arise after your Pet's treatment at our Clinic, we hope that these can be resolved through a conversation with us. You may contact us by email to **gardens@brightonvetcare.com** or by writing to us at **74 Serangoon Garden Way, Singapore 555970**. This must be done within one (1) week from when the situation arose in order for the investigation to be carried out efficiently. Please write a summary of the events that have led to the issue. Please also let us know how you would like the issue to be resolved and how you would like us to keep you informed about your case.

12. OWNERSHIP OF MEDICAL RECORDS AND DIAGNOSTIC IMAGES

- 12.1. Journal documents including x-rays, photographs and similar documents are owned and stored by us. Copies with a summary of the medical record can, if necessary, be given to another veterinarian at your request. Journal documents may also be shared with other Group Clinics or clinics in order for your Pet to receive good and consistent care, as well as external veterinarians, laboratories and clinics through referral and/or when contacting or checking with an insurance company or control authority (for example in case of animal welfare matters, risk of infection and smuggler dogs).
- 12.2. The care we give your Pet may include the use of certain specific examination methods, for example taking x-rays or performing ultrasound examinations. Although we charge a fee to carry out such examinations and to interpret the results thereof, we retain ownership of the final documentation, e.g. x-rays, photographs or videos.

13. REFERRALS

In some cases, it may be necessary to refer your Pet to a veterinarian at another Clinic or clinic. This may be necessary if your Pet's health condition requires specialist

knowledge or equipment that is not available at our Clinic, in which event you shall consent to the disclosure of relevant personal data to the alternative Clinic/clinic.

14. CONTRACT PERIOD

- 14.1. Each time you make a subsequent visit you enter into a separate engagement with us for that visit. The terms of this Agreement apply to every visit, together with any specific consents or estimates agreed at the time.
- 14.2. Termination of this Agreement will not affect any rights or obligations that have already accrued, or any provisions which by their nature are intended to continue after termination (including payment obligations, limitation of liability, and ownership of records).

15. ASSIGNMENT

- 15.1. You are not entitled to assign your rights or obligations under the Agreement to anyone else without our written consent. However, the Clinic has the right to transfer all rights and obligations to another company within the Clinic Group and to debt collection companies in the event of overdue payments.

16. SEVERANCE

- 16.1. If any provision of this Agreement (or part thereof) is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 16.2. If any provision of this Agreement is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Singapore.
- 17.2. The courts of the Singapore shall have exclusive jurisdiction to deal with any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination.

18. LANGUAGE

- 18.1. This agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.
- 18.2. Any notice given under or in connection with this Agreement shall be in the English language.