

NOVA VET FAMILY: GENERAL TERMS & CONDITIONS

Last updated: April 15, 2025

COMMERCIAL TERMS & PAYMENT

1. **Negotiation Authority:** The Member Clinic authorises NVF to negotiate vendor-partner agreements on its behalf within the scope of this Agreement.
2. **Pricing Adjustments:** NVF may adjust plan pricing or discount structures with 45 days written (including email) notice. The Clinic may cancel without penalty any time before the new rate takes effect; continued use after that date constitutes acceptance.
3. **Service Modifications:** NVF may modify, add or discontinue services with suitable notice. For example, if a Vendor Partner fails to deliver on their service-providing obligations. If the change materially reduces the plan, the Clinic may exit immediately without penalty.
4. **Access to Discounts:** Discounted access to partner services is contingent upon a clinic remaining a NVF Member Clinic. Should the clinic terminate their membership, they immediately lose access to discounts.
 - a. In the case of a clinic having fully paid for an Ifevet International PGCert prior to terminating NVF membership, Ifevet will issue a pro-rated invoice based on the remaining time to complete the PGCert.
5. **Penalties for Late Payment:** Non-payment beyond the due date may result in immediate service suspension.
6. **Limitation of Liability:**
 - a. NVF's liability is capped at the total subscription fees paid by the Member Clinic in the last six months.
 - b. NVF is not liable for indirect damages, Vendor Partner performance issues or missed partner discounts.
7. **Refunds:** Subscription fees are non-refundable unless NVF materially fails to provide agreed-upon services.
8. **Audit:** NVF may remotely review user-account activity to confirm compliance (e.g. ensuring non-licensed users are not accessing NVF services).
9. **Payment Methods:**
 - a. **Monthly** via Direct Debit/Credit Card—cancel anytime with notice.
 - b. **Quarterly** via 4 post-dated cheques—cash each quarter. Cashed cheques are non-refundable; membership can be canceled to void future cheques.
10. **Plan & Price Changes:**
 - a. Monthly subscription plan and recurring fee may be subject to pricing change, which must be notified to the Member Clinic in writing with a 45 day notice period.
 - b. Subscription plan or price changes will be subject to:
 - i. A new invoice will be issued by NVF.
 - ii. If paying via Direct Debit: The old Direct Debit Form will be cancelled, and a new form issued reflecting the updated recurring fee.
 - iii. If paying via Cheques: For all uncashed cheques, these will be replaced with new cheques representing the revised agreement.
11. **Termination:**
 - a. Either Party may terminate any time with written notice, entering into effect at the next billing cycle. Cashed cheques remain non-refundable; uncashed installments are canceled.
 - b. Immediate termination if a material breach is not cured within 30 days.
 - c. Upon termination, NVF retains only anonymised data for benchmarking.
 - d. Clauses on confidentiality, liability, and data protection survive agreement termination.

DISPUTE RESOLUTION & GOVERNING LAW

1. **Negotiation & Arbitration:** Any dispute shall first be resolved through good-faith negotiation. If unresolved, binding arbitration under UAE law, conducted in English.
2. **Governing Law:** This Agreement is governed by the laws of the United Arab Emirates.
3. **Force Majeure:** Neither Party is liable for non-performance caused by events beyond its reasonable control (e.g., natural disasters, war).

DATA PROTECTION & CONFIDENTIALITY

1. **Data Anonymisation:** NVF anonymises Member Clinic data for benchmarking and industry insights; ownership of business data remains with the Clinic.
2. **Data Sharing:** NVF may share data with Vendor Partners for analyses and service improvements.
3. **Confidentiality:** Both parties shall maintain confidentiality regarding pricing and discount rates.
4. **Security Measures:** NVF employs industry-standard (GDPR-compliant) security protocols to safeguard Member Clinic's sensitive data.