

WATCH MY PONY

Terms and Conditions

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Brand / service name	Watch My Pony
Owner and billing entity	Heath Technologies Limited
Company number	17099418
Registered office	Suite 3 Quantum House, Skyline Court, Third Avenue, Centrum 100, Burton On Trent, Staffordshire, United Kingdom, DE14 2BZ
Governing law	England and Wales

Customer terms for use with the Watch My Pony website, app, order form, checkout flow and related services.

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1. Terms at a glance

This summary helps explain the main points. The full numbered terms below are legally binding.

- Watch My Pony is owned, operated and billed by Heath Technologies Limited. The Watch My Pony trading name does not create a separate legal entity.
- The Service is intended to help customers monitor and manage ponies, horses, yards, stables, related information and communications. It is not a veterinary, emergency, security, fire, police, or animal welfare inspection service.
- Customers remain responsible for physical checks, animal welfare, veterinary advice, yard safety, permissions, notices, staff and visitor communications, and compliance with laws that apply at their premises.
- Where video, audio, CCTV, sensor or alerting features are used, customers must make sure those features are lawful, proportionate and clearly notified to affected people.
- Your Order may include a minimum contract length or fixed term. If you leave early for convenience before the end of that period, you may have to pay all amounts already due plus 50% of the subscription Fees that would have been payable for the remaining contract length, subject to your statutory rights and the Order.
- Subscriptions, renewals, cancellation and refund rights depend on whether you are a Consumer Customer or a Business Customer and on the Order, checkout page or plan details.
- The Service may be unavailable or inaccurate from time to time because of connectivity, power, camera placement, third-party platforms, maintenance, equipment faults, user settings, or other operational limits.
- These terms include a data processing schedule for customer-controlled monitoring data, including footage and user-generated yard data.

2. About us and these terms

2.1 These Terms and Conditions apply to your access to and use of the Watch My Pony website, app, dashboard, platform, devices, integrations, alerts, notifications, support services and any related digital or physical services that we make available from time to time (the "Service").

2.2 The Service and the Watch My Pony brand are owned and operated by Heath Technologies Limited ("Heath Technologies", "we", "us" and "our"). Heath Technologies Limited is the billing entity for the Service unless a written order form says otherwise.

2.3 Heath Technologies Limited is registered under company number 17099418. Its registered office is Suite 3 Quantum House, Skyline Court, Third Avenue, Centrum 100, Burton On Trent, Staffordshire, United Kingdom, DE14 2BZ.

2.4 By creating an account, accepting an order form, clicking to accept these terms, accessing the Service, installing any Watch My Pony equipment, or allowing an Authorised User to access the Service, you agree to be bound by these terms.

2.5 If you accept these terms for a company, yard, partnership, club, charity, school, livery provider or other organisation, you confirm that you have authority to bind that organisation. In that case, "you" means the organisation and the individual accepting these terms.

2.6 If you do not agree to these terms, you must not access or use the Service. If you are an Authorised User, your access is also subject to the Customer who invited you.

2.7 If there is a conflict between these terms and a signed order form or written contract with Heath Technologies, the signed order form or written contract will take priority for that conflict only.

3. Definitions

Term	Meaning
Account	the account created for a Customer or Authorised User to access the Service.
Authorised User	a person who is invited, permitted or enabled by a Customer to access or use the Service, including yard staff, owners, carers, vets, farriers, contractors or family members.
Business Customer	a Customer using the Service wholly or mainly for business, professional, trade, yard, livery, club, organisational or commercial purposes.
Consumer Customer	a Customer using the Service wholly or mainly for personal, domestic or non-business purposes.
Contract Length	any minimum contract term, fixed term or minimum subscription period stated in the Order.
Customer	the person or organisation that orders, pays for, administers or controls use of the Service.
Customer Content	information, files, notes, images, messages, documents, horse or pony profiles, stable records, yard records, staff records, owner details, comments, instructions and other content uploaded, entered, stored or shared through the Service by or for a Customer.
Fees	the subscription fees, usage fees, hardware fees, installation fees, support fees and other charges payable for the Service.
Hardware	any camera, sensor, gateway, router, tag, mount, cable, battery, enclosure or other physical equipment supplied, rented, loaned, installed or integrated for use with the Service.
Monitoring Data	video, audio, images, sensor data, motion data, stable or paddock activity, alerts, logs, timestamps, location information, device metadata and other monitoring outputs generated through the Service.
Order	the checkout page, subscription plan, quote, invoice, order form, written contract or other ordering document accepted by you and us.
Premises	the yard, stable, field, arena, home, livery premises, transport vehicle, event site or other location where the Service or Hardware is used.
Service Data	technical, usage, diagnostic, security, account, performance and analytics data generated by operation of the Service.

4. What the Service does and does not do

4.1 The Service may include features such as animal and yard records, live or recorded camera access, monitoring dashboards, alerts, notifications, activity logs, communications, user permissions, reports, booking or task tools, integrations and customer support. The exact features available to you depend on your plan, equipment, settings, Order and location.

4.2 We may develop, change, add, remove or improve features over time. We will use reasonable efforts to avoid materially reducing the core functionality of a paid plan during the subscription period, unless the change is needed for security, legal, technical, supplier, safety or operational reasons.

4.3 The Service is a support tool only. It cannot replace in-person checks, suitable supervision, animal welfare routines, professional veterinary advice, staff training, emergency planning, security precautions, fire safety systems, insurance, or compliance with law.

4.4 The Service does not guarantee that an animal is safe, healthy, comfortable, supervised, secure or free from injury, illness, theft, escape, distress or danger.

4.5 Alerts, automations, analytics and any machine-learning or automated-detection features may be incomplete, delayed, inaccurate or unavailable. You must not rely on them as the only way to detect illness, injury, distress, fire, intruders, equipment faults, escape, foaling, colic, cast horses, laminitis risk or any other urgent issue.

4.6 We are not a veterinary practice, animal welfare authority, emergency service, alarm receiving centre, police service, fire service, security company, insurance adviser, legal adviser or regulated financial adviser. Nothing in the Service is professional advice unless we expressly agree otherwise in writing.

5. Accounts, users and access

5.1 You must be at least 18 years old to create a Customer account. If an Authorised User is under 18, the Customer must obtain all necessary consent from a parent or guardian and must supervise that user appropriately.

5.2 You must provide accurate, current and complete account, billing and contact information and keep it updated.

5.3 You are responsible for all activity under your Account and for all use by Authorised Users, unless the activity is caused by our breach of these terms.

5.4 You must keep log-in details confidential, use strong passwords and promptly tell us if you suspect unauthorised access, loss of credentials, a compromised device, or misuse of the Service.

5.5 You must make sure that each Authorised User is allowed to access the specific content, footage, animal records, staff records, contact details and other information made available to that user.

5.6 You must not share accounts between individuals, sell or transfer access, bypass role-based permissions, or allow anyone to use the Service after their permission has ended.

5.7 We may require multi-factor authentication, email verification, identity checks, updated contact details, or other reasonable security steps before granting or continuing access.

5.8 We may disable or restrict an Account or Authorised User if we reasonably believe that continued access creates a legal, security, welfare, privacy, payment, operational or reputational risk, or if these terms have been breached.

6. Subscriptions, charges, invoices and payment

6.1 The Fees, plan limits, billing frequency, minimum term, renewal period, included features and any additional charges are as shown in the Order, checkout page, subscription plan or invoice.

6.2 Unless the Order says otherwise, subscriptions renew automatically for successive periods of the same length until cancelled in accordance with these terms and the Order.

6.3 If you provide payment card, direct debit or other payment details, you authorise us and our payment processors to charge the Fees, renewals, usage charges, taxes and other amounts due under your Order.

6.4 For Consumer Customers, prices displayed at checkout will include taxes where required by law. For Business Customers, prices may be stated exclusive of VAT and other taxes unless the Order says otherwise.

6.5 You are responsible for any bank charges, card issuer charges, currency conversion charges, chargeback costs, failed payment charges and taxes that apply to your purchase, except to the extent caused by our error.

6.6 If a payment is late, declined, reversed or disputed without a valid reason, we may retry payment, suspend or restrict access, charge reasonable administration costs, charge interest where permitted by law, and require payment before reactivating the Service.

6.7 We may change Fees for future renewal periods by giving reasonable notice. If you do not accept a price change, you may cancel before the next renewal, subject to any minimum term and your statutory rights.

6.8 Any trial, discount, promotional offer, free period, pilot or beta access is provided on the terms stated with that offer. We may end or limit promotional access if we reasonably believe it is being misused.

6.9 Billing is by Heath Technologies Limited unless an Order expressly states a different billing arrangement. A payment processor, app store or finance provider may collect payment on our behalf.

6.10 Contract length. Your Order will state the minimum contract length, fixed term or minimum subscription period that applies to your subscription. If no minimum contract length is stated, your subscription is monthly and may be cancelled at the end of the current monthly billing period in accordance with these terms and the Order.

6.11 Commitment for the contract length. During any minimum contract length, you agree to pay the Fees for the whole of that period, even if you stop using the Service, stop using the Hardware, remove payment details, or ask us to close your Account, unless you have a statutory right to cancel, we agree otherwise in writing, or we are in material breach of these terms.

6.12 Early cancellation charge. If you ask to end the Service before the end of the applicable minimum contract length or fixed term for convenience, and we agree to release you early, you must pay: (a) all Fees and other amounts already due up to the termination date; (b) an early cancellation charge equal to 50% of the subscription Fees that would have been payable for the remaining part of the minimum contract length or fixed term; and (c) any outstanding Hardware, installation, removal, recovery, repair, replacement, finance, usage or third-party charges stated in the Order or reasonably incurred because of the early termination.

6.13 The 50% early cancellation charge is intended to reflect a genuine and proportionate pre-estimate of our likely net loss, taking account of costs and commitments we cannot avoid and any costs we expect to save. It is not intended to be a penalty.

6.14 The early cancellation charge will not apply to the extent you are exercising a mandatory statutory cancellation right, a cancellation right expressly stated in these terms, or a right to terminate because of our material breach. For Consumer Customers, we will only rely on this charge where the minimum contract length and potential charge were made clear before you entered into the contract.

6.15 If an Order sets a different minimum term, fixed term, contract length, early termination or early cancellation arrangement, the Order applies to the extent it is lawful and clear.

7. Consumer cancellation rights, refunds and renewals

7.1 This clause applies mainly to Consumer Customers. Business Customers have no cancellation or refund rights except as set out in the Order, these terms, or mandatory law.

7.2 If you are a Consumer Customer and purchase the Service at a distance, online, over the phone or away from our business premises, you may have statutory cancellation rights. Nothing in these terms limits those statutory rights.

7.3 Where the law gives you a cooling-off right, the cancellation period and refund rules depend on what you bought, when performance began, whether Hardware was supplied, and whether you requested immediate access to digital services or digital content.

7.4 If you ask us to begin supplying paid digital services or digital content during any statutory cancellation period, we may ask you to expressly request immediate access and acknowledge how this may affect your cancellation rights and refund entitlement.

7.5 You may cancel a subscription renewal through the account settings, payment platform, app store, or other cancellation method we make available. Cancellation stops future renewals but does not automatically refund Fees already due or paid, and does not release you from any minimum contract length, unpaid Fees or lawful early cancellation charge, unless required by law or stated in the Order.

7.6 If we cancel a paid subscription for convenience before the end of a prepaid period, we will provide a reasonable prorata refund for the unused portion unless the cancellation is due to your breach, misuse, non-payment or a legal requirement.

7.7 If the Service is faulty, not provided with reasonable care and skill, or not as described, Consumer Customers may have statutory remedies. You should contact us promptly so we can investigate and, where appropriate, repair, replace, re-perform, credit or refund in accordance with law.

7.8 Refunds will normally be made to the original payment method unless the payment processor or law requires another method.

8. Hardware, installation, connectivity and premises access

8.1 This clause applies where the Service includes Hardware, installation, configuration, on-site support, remote configuration, device integrations or premises-based monitoring.

8.2 Unless the Order says Hardware is sold to you, Hardware supplied on loan, rental, subscription, trial or managed service terms remains our property or the property of our supplier. You must keep it safe, follow our instructions and return it when required.

8.3 You must not tamper with, reverse engineer, resell, modify, remove labels from, damage, misuse, relocate or interfere with Hardware except as we expressly permit.

8.4 You are responsible for suitable power, internet, Wi-Fi, mobile signal, mounting points, physical access, safe working conditions, environmental protection, routine checks and other local conditions needed for the Service to work.

8.5 You must make sure the Premises are safe for installation, maintenance and use. This includes managing risks from animals, machinery, vehicles, electricity, height, weather, biosecurity, unauthorised people and hazardous substances.

8.6 You are responsible for obtaining all permissions needed to install or use Hardware at the Premises, including permission from landlords, landowners, yard owners, employers, staff, clients, boarders, tenants, event organisers and insurers where applicable.

8.7 We may refuse or postpone installation or support if we reasonably believe the Premises are unsafe, access is inadequate, permissions are missing, the installation would be unlawful, or the environment is unsuitable for the Hardware.

8.8 Hardware and connected devices may fail because of weather, dust, moisture, impact, animal interference, battery drain, power loss, network failure, firmware issues, user settings, third-party changes or normal wear. You must check operation regularly and maintain fallback arrangements.

8.9 If loaned or rented Hardware is lost, stolen, not returned, damaged beyond fair wear and tear, or misused, you may be charged reasonable repair, replacement, recovery and administration costs.

9. CCTV, video, audio and monitoring features

9.1 This clause applies where the Service is used to capture, stream, record, store, analyse, transmit or share images, video, audio, CCTV footage, sensor data or other monitoring outputs.

9.2 You are responsible for deciding whether monitoring is lawful, fair, proportionate and appropriate at your Premises. You must not use the Service for covert surveillance unless you have specific legal authority and have obtained appropriate advice.

9.3 You must not place cameras or recording devices in toilets, changing areas, bedrooms, staff rest areas, private accommodation, medical treatment areas, or any place where people have a reasonable expectation of privacy.

9.4 You must give clear notices and communications to affected people where required. This may include signs, staff notices, livery agreements, visitor notices, privacy information, policies, consent forms, legitimate interests assessments, data protection impact assessments, and arrangements for handling rights requests.

9.5 If monitoring captures staff, visitors, clients, contractors, boarders, children, neighbouring property, public areas, roads or other people, you must make sure you have the lawful basis, permissions and safeguards required by applicable law.

9.6 You are responsible for any workplace monitoring obligations, employment law obligations, safeguarding obligations, animal welfare obligations, insurance conditions, livery terms, yard rules and data protection registration or fee obligations that apply to your monitoring activities.

9.7 You must configure camera angles, motion zones, privacy masks, microphones, recording settings, retention settings, sharing permissions and user access in a way that is lawful and limited to what is necessary.

9.8 You must not share live or recorded footage with anyone unless they have a legitimate need and lawful permission to see it. You must not post footage publicly where doing so infringes privacy, confidentiality, intellectual property, safeguarding or other rights.

9.9 Audio recording can be more intrusive than video. You must not enable audio capture unless it is lawful, clearly notified and necessary for the specific purpose.

9.10 We may suspend or disable monitoring features if we reasonably believe that they are being used unlawfully, intrusively, dangerously, abusively, or in a way that could expose us, you, another customer or an affected person to material risk.

10. Animal welfare, safety and emergency responsibilities

10.1 You remain solely responsible for the care, supervision, welfare, security and safety of animals at the Premises. The Service is not a substitute for trained staff, regular physical checks, professional veterinary care, emergency planning or suitable insurance.

10.2 You must establish and maintain your own procedures for emergencies, including veterinary emergencies, escaped animals, fire, flood, theft, trespass, severe weather, power failure, camera failure, network failure, staff absence and outof-hours incidents.

10.3 You must not delay contacting a vet, emergency service, yard manager, owner, staff member or other responsible person because the Service has not generated an alert or because the Service appears normal.

10.4 Any information, trend, alert, score, report, message or suggestion shown in the Service is for general monitoring and administration only. It is not diagnosis, treatment advice, veterinary advice, nutritional advice, farriery advice, training advice or a welfare assessment.

10.5 Animals can behave unpredictably. You must make sure Hardware, cables, mounts and other equipment are installed and protected so that they do not create avoidable risk to animals or people.

10.6 If you believe the Service or Hardware may be creating a safety risk, you must stop using the relevant feature or device as soon as it is safe to do so and notify us promptly.

11. Acceptable use and customer responsibilities

11.1 You must use the Service only for lawful, safe, responsible and authorised purposes connected with equine, yard, stable, animal, premises or related administration and monitoring.

11.2 You must comply with Schedule 2, our reasonable instructions, applicable laws, third-party rights, app store rules, payment processor rules and any policies notified through the Service.

11.3 You must not use the Service to harass, stalk, threaten, exploit, shame, discriminate against, unlawfully monitor, abuse, defraud, impersonate or harm any person or animal.

11.4 You must not upload, store, transmit or share content that is illegal, abusive, defamatory, discriminatory, obscene, exploitative, infringing, confidential without permission, malicious, misleading, or otherwise harmful.

11.5 You must not interfere with the Service, attempt unauthorised access, test security without permission, scrape data, overload systems, introduce malware, bypass usage limits, reverse engineer software, or use the Service to build a competing product.

11.6 You are responsible for the accuracy of Customer Content, user permissions, animal records, emergency contacts, feeding instructions, medication notes, care plans, yard procedures and other information entered into the Service.

11.7 You must make sure your use of the Service is compatible with any livery agreements, employment contracts, yard rules, insurance policies, event rules, landlord permissions and professional obligations that apply to you.

11.8 We may remove content, restrict functionality, suspend access or terminate an account if we reasonably believe these terms have been breached or if continued access creates legal, safety, privacy, welfare, security or operational risk.

12. Customer Content, Monitoring Data and intellectual property

12.1 You retain ownership of Customer Content and, as between you and us, the Monitoring Data generated for your Account, subject to the licences and rights needed for us to provide, secure, support and improve the Service.

12.2 You grant us a worldwide, non-exclusive, royalty-free licence to host, copy, transmit, display, process, analyse, back up, support and otherwise use Customer Content and Monitoring Data as necessary to provide the Service, comply with law, enforce these terms, prevent harm, and operate our business.

12.3 You confirm that you have all rights, permissions, notices and lawful bases needed to upload, capture, store, share and process Customer Content and Monitoring Data through the Service.

12.4 We and our licensors own all intellectual property rights in the Service, software, platform, code, designs, dashboards, workflows, documentation, know-how, algorithms, models, analytics, branding, trade marks, logos, domain names, reports, templates and Service Data, except for Customer Content and Monitoring Data.

12.5 We grant you a limited, non-exclusive, non-transferable, revocable licence to use the Service during your subscription period for your own lawful purposes in accordance with these terms and your Order.

12.6 You must not copy, modify, distribute, sell, rent, lease, sublicense, publicly display, create derivative works from, reverse engineer, decompile or attempt to extract source code from the Service except to the extent permitted by law.

12.7 If you provide suggestions, ideas, feature requests, bug reports or feedback, we may use them without restriction or payment to you, provided we do not disclose your confidential information unlawfully.

12.8 We may use aggregated or anonymised data derived from use of the Service to understand performance, improve features, produce statistics and develop our business, provided it does not identify you or any individual.

13. Privacy, data protection and security

13.1 Each party must comply with applicable data protection, privacy, electronic communications and surveillance laws when using or providing the Service.

13.2 For account administration, customer relationship management, billing, support, marketing preferences, security, product analytics and our own business records, we normally act as a controller of the relevant personal data.

13.3 For Customer Content and Monitoring Data that you choose to capture, upload, configure, store or share through the Service, you normally determine the purposes and means of processing. In that case, you are the controller and we are your processor, except where we process the data for our own lawful purposes.

13.4 Where we act as your processor, Schedule 1 applies and forms part of these terms.

13.5 You must provide a lawful basis, transparency information, notices, policies, retention periods and rights-handling processes for any personal data you control through the Service, including footage of staff, visitors, boarders, contractors, children, neighbours or members of the public.

13.6 We will use reasonable technical and organisational measures designed to protect the Service against unauthorised access, loss, misuse and alteration. No system, network, device or transmission can be guaranteed to be completely secure.

13.7 You are responsible for securing devices, networks, passwords, user permissions, local Wi-Fi, routers, mobile devices, browser sessions and any exported files or downloaded footage under your control.

13.8 We may monitor use of the Service to detect security threats, diagnose issues, enforce these terms, improve the Service and comply with law.

13.9 You must promptly notify us if you become aware of any actual or suspected data breach, unauthorised access, account compromise, incorrect sharing, lost device, or misuse involving the Service.

14. Service availability, support, maintenance and changes

14.1 We will use reasonable skill and care to provide the Service. We do not guarantee uninterrupted, error-free, real-time or continuous availability.

14.2 The Service may be affected by planned maintenance, emergency maintenance, internet failures, power failures, mobile network issues, cloud supplier issues, app store issues, payment processor issues, device issues, user settings, misuse, cyber incidents or events outside our reasonable control.

14.3 Support is provided through the contact methods, response times and support level stated in the Order or Service. Unless we state otherwise, support is not an emergency response service and is not available 24 hours a day.

14.4 We may install or require updates to software, firmware, apps, integrations or Hardware. You must promptly install required updates where necessary to maintain security, compatibility or functionality.

14.5 We may offer beta, trial, experimental or preview features. They may be changed, withdrawn or made chargeable at any time and may be less reliable than general-release features.

14.6 We may set fair usage limits for storage, bandwidth, notifications, users, devices, locations, animals, API calls, footage retention, support requests and other resources. We will explain material limits in the plan, Order or Service where reasonably practicable.

14.7 We may delete, archive or restrict data that exceeds plan limits, retention settings or fair usage limits after giving reasonable notice where practicable.

15. Third-party services and app stores

15.1 The Service may depend on third-party products and services, such as cloud hosting, payment processing, email, SMS, push notifications, mapping, analytics, camera suppliers, sensor suppliers, telecommunications providers, app stores and integrations.

15.2 Third-party services may have their own terms, policies, charges, limits and outages. We are not responsible for third-party services that are outside our reasonable control, but we will use reasonable efforts to manage our suppliers where they form part of the Service.

15.3 If you download the Service through an app store, the app store terms also apply. If there is a conflict, these terms apply as between you and us to the extent legally permitted.

15.4 You must not use third-party integrations in a way that breaches third-party terms, infringes rights, compromises security, or causes unlawful disclosure of Customer Content or Monitoring Data.

16. Suspension and termination

16.1 You may cancel your subscription in accordance with the Order, account settings or cancellation process made available by us. Cancellation will take effect at the next permitted cancellation date under the Order and these terms, and does not remove amounts already due, minimum contract length commitments, Hardware obligations or any lawful early cancellation charge under clause 6.

16.2 We may suspend or restrict access immediately if we reasonably believe there is non-payment, fraud, misuse, a security incident, unlawful monitoring, unauthorised access, a safety risk, a data protection risk, a breach of these terms, or a requirement by law or a third-party provider.

16.3 We may terminate these terms or an Account if you materially breach these terms and do not remedy the breach within a reasonable period after we ask you to do so, or immediately if the breach cannot reasonably be remedied.

16.4 We may stop providing all or part of the Service for business, technical, legal, supplier or operational reasons. If we discontinue a paid Service during a prepaid period for reasons not caused by you, we will provide a reasonable pro-rata refund for the unused paid period.

16.5 On termination or expiry, your right to access the Service ends, Fees already due and any lawful early cancellation charge remain payable, and you must stop using the Service and return or pay for Hardware where required.

16.6 We may provide a reasonable opportunity to export Customer Content or Monitoring Data after termination, subject to legal restrictions, security checks, payment of overdue Fees, technical limits and our data retention practices.

16.7 After termination, we may delete or anonymise Customer Content and Monitoring Data in accordance with our retention practices, backup cycles, legal obligations and Schedule 1.

16.8 Clauses that by their nature should continue after termination will continue, including payment obligations, confidentiality, intellectual property, data protection, liability limits, indemnities, governing law and dispute clauses.

17. Warranties and disclaimers

17.1 We will provide the Service with reasonable skill and care. If you are a Consumer Customer, this does not affect your statutory rights.

17.2 Except as expressly stated in these terms or required by law, the Service is provided "as is" and "as available". We do not promise that the Service will meet every requirement, detect every event, prevent every loss, be compatible with every device or network, or be free from faults, vulnerabilities, interruptions or inaccuracies.

17.3 We do not warrant or represent that the Service is suitable for life-critical, emergency, regulated security, regulated medical, veterinary diagnostic, safeguarding, workplace surveillance, evidential or compliance-critical purposes.

17.4 You are responsible for deciding whether the Service is suitable for your circumstances, premises, animals, users, policies, legal obligations and risk tolerance.

17.5 Any descriptions, screenshots, marketing materials, demos or examples are illustrative unless expressly incorporated into your Order.

18. Liability

18.1 Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory rights where liability cannot legally be limited, or any other liability that cannot be excluded or limited by law.

18.2 If you are a Consumer Customer, we are responsible for foreseeable loss and damage caused by our breach of these terms or our failure to use reasonable care and skill, but we are not responsible for losses that are not foreseeable, business losses, or losses caused by your failure to follow these terms or our reasonable instructions.

18.3 If you are a Business Customer, subject to clause 18.1, we will not be liable for loss of profit, revenue, business, contract, opportunity, goodwill, reputation, anticipated savings, data, use, or for indirect or consequential loss.

18.4 If you are a Business Customer, subject to clause 18.1, our total aggregate liability arising out of or in connection with the Service, any Order and these terms will not exceed the greater of: (a) the Fees paid by you for the affected Service in the 12 months before the event giving rise to liability; and (b) GBP 100.

18.5 We are not liable for losses caused by internet failure, power failure, mobile network failure, app store issues, thirdparty service outages, customer equipment, user settings, lack of permissions, unlawful monitoring, unauthorised account sharing, failure to maintain fallback arrangements, or events outside our reasonable control.

18.6 We are not liable for animal illness, injury, death, escape, theft, stress, behavioural issues, veterinary costs, yard incidents, property loss, staff actions, visitor actions, or emergency outcomes except to the extent directly caused by our breach of these terms and not excluded or limited by law.

18.7 You should maintain appropriate insurance for animals, premises, equipment, public liability, employer liability, professional activities, data incidents, cyber risks and business interruption where relevant.

19. Business customer indemnities

19.1 This clause applies to Business Customers only.

19.2 You will indemnify us, our officers, employees, contractors and suppliers against losses, claims, fines, penalties, costs and expenses arising from: (a) your unlawful or unauthorised monitoring; (b) your breach of data protection, employment, surveillance, safeguarding, animal welfare or premises laws; (c) your breach of third-party rights; (d) your Customer Content or Monitoring Data; (e) your misuse of the Service or Hardware; or (f) use of the Service by your Authorised Users, except to the extent caused by our breach of these terms.

19.3 We will notify you of a relevant claim as soon as reasonably practicable and allow you reasonable control of the defence, provided that you do not settle in a way that admits liability for us or imposes obligations on us without our written consent.

20. Confidentiality

20.1 Each party may receive confidential information from the other. Confidential information includes non-public business, technical, commercial, pricing, security, product, customer, yard, animal, staff and operational information.

20.2 Each party must protect the other party's confidential information using reasonable care and must use it only for the purposes of the Service and these terms.

20.3 Confidentiality obligations do not apply to information that is public through no breach, already known lawfully, independently developed, lawfully received from a third party, or required to be disclosed by law, court order or regulator.

21. Notices, complaints and communications

21.1 We may communicate with you through the Service, email, SMS, push notification, invoice, website notice, support channel or by post.

21.2 You must keep your contact details up to date. Notices sent to your last provided email address or account administrator will be treated as received when sent, unless we receive a delivery failure.

21.3 You may contact us using the contact method shown in the Service, on our website, on your Order or invoice, or by writing to our registered office.

21.4 Complaints should include your name, organisation, account email, affected device or location if relevant, a description of the issue, and the outcome you seek. We will handle complaints reasonably and aim to resolve them fairly.

21.5 If you are a Consumer Customer, you may have rights to use alternative dispute resolution or court procedures. These terms do not limit mandatory consumer rights.

22. Changes to these terms

22.1 We may update these terms from time to time to reflect changes in the Service, law, security requirements, business model, supplier terms or operational needs.

22.2 If we make material changes that negatively affect your existing paid subscription, we will give reasonable notice where practicable. If you do not accept the change, you may cancel before the change takes effect, subject to any minimum term and your statutory rights.

22.3 Changes that are minor, beneficial, required by law, required for security, or needed to continue operating the Service may take effect immediately or on shorter notice.

22.4 The version date at the top of these terms shows when they were last updated.

23. General legal terms

23.1 You may not assign, transfer or subcontract your rights or obligations under these terms without our prior written consent, except that a Business Customer may assign to a successor as part of a genuine merger, reorganisation or sale of substantially all relevant assets if the successor agrees to these terms.

23.2 We may assign, transfer or subcontract our rights and obligations to an affiliate, successor, purchaser, supplier or service provider, provided this does not materially reduce your rights under these terms.

23.3 We are not responsible for failure or delay caused by events outside our reasonable control, including acts of God, extreme weather, fire, flood, disease outbreak, war, terrorism, civil unrest, labour dispute, supplier failure, internet outage, power outage, cyberattack, legal change or regulator action.

23.4 If any part of these terms is found invalid or unenforceable, the rest will continue in force and the affected part will be interpreted or replaced to achieve the closest lawful commercial effect.

23.5 A delay or failure to enforce a right is not a waiver of that right. A waiver must be in writing and applies only to the specific matter waived.

23.6 These terms do not create a partnership, joint venture, employment relationship, agency relationship, franchise or fiduciary relationship between you and us.

23.7 Except for our affiliates and suppliers who may enforce clauses intended to protect them, no person other than you and us has rights to enforce these terms under the Contracts (Rights of Third Parties) Act 1999.

23.8 These terms, together with the Order and policies incorporated by reference, form the agreement between you and us for the Service. For Consumer Customers, this does not exclude mandatory pre-contract information or statutory rights.

24. Governing law and disputes

24.1 These terms and any dispute or claim arising out of or in connection with them, the Service, Hardware, an Order or the Watch My Pony brand are governed by the laws of England and Wales.

24.2 If you are a Business Customer, the courts of England and Wales have exclusive jurisdiction over disputes arising out of or in connection with these terms, the Service, Hardware or an Order.

24.3 If you are a Consumer Customer, you may bring proceedings in the courts of England and Wales. If you live in Scotland, Northern Ireland or another country, you may also have the right to bring proceedings in your local courts where mandatory consumer law allows.

24.4 Before starting court proceedings, each party should try to resolve the dispute by good-faith discussion, unless urgent action is needed to protect safety, security, privacy, intellectual property, confidential information, payment rights or legal compliance.

Schedule 1. Data Processing Terms

This Schedule applies where we process personal data on your behalf as processor. It is intended to support customer-controlled monitoring use, including CCTV or similar footage.

S1.1 Roles. For Customer Content and Monitoring Data that you determine and control, you are the controller and we are the processor. If you and another party jointly determine purposes and means, you must ensure appropriate jointcontroller arrangements are in place.

S1.2 Instructions. We will process the relevant personal data only on your documented instructions, including these terms, the Order, your settings, support requests and lawful written instructions, unless law requires otherwise.

S1.3 Subject matter. The subject matter of processing is the provision, operation, maintenance, support, security and improvement of the Service for the Customer.

S1.4 Duration. Processing lasts for the subscription period and any additional period needed for account closure, data export, deletion, backup expiry, dispute handling, legal compliance or legitimate business records.

S1.5 Nature and purpose. Processing may include hosting, storing, transmitting, displaying, indexing, analysing, backing up, securing, troubleshooting, deleting, exporting, supporting, logging and otherwise processing Customer Content and Monitoring Data to provide the Service.

S1.6 Types of personal data. Personal data may include names, contact details, account identifiers, user permissions, images, video, audio, footage metadata, device identifiers, timestamps, location data, messages, notes, staff records, visitor information, owner details, emergency contacts and data contained in documents uploaded by you.

S1.7 Categories of data subjects. Data subjects may include Customers, Authorised Users, yard staff, livery clients, owners, carers, vets, farriers, contractors, visitors, event attendees, neighbours, members of the public and other people captured or identified through the Service.

S1.8 Customer responsibilities. You are responsible for lawful basis, transparency, fairness, necessity, proportionality, data minimisation, retention settings, access controls, records of processing, data protection impact assessments, rights requests, staff and visitor notices, safeguarding requirements and regulator interactions for processing you control.

S1.9 Confidentiality. We will ensure that people authorised to process the personal data are subject to appropriate confidentiality obligations.

S1.10 Security. We will implement appropriate technical and organisational measures designed to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage, taking account of the nature of processing and risk.

S1.11 Sub-processors. You authorise us to use sub-processors to provide the Service. We will impose data protection obligations on sub-processors that are appropriate to the services they provide. We remain responsible for our subprocessors as required by applicable law.

S1.12 International transfers. If personal data is transferred outside the United Kingdom or European Economic Area, we will use safeguards required by applicable data protection law where such safeguards are needed.

S1.13 Assistance. Taking account of the nature of processing, we will provide reasonable assistance with data subject rights requests, security obligations, breach notifications, data protection impact assessments and regulator consultations. We may charge reasonable fees for assistance that is extensive, unusual or caused by your breach.

S1.14 Personal data breach. We will notify you without undue delay after becoming aware of a personal data breach affecting personal data we process as your processor. Our notification will include information reasonably available to us to help you meet your legal obligations.

S1.15 Deletion or return. At the end of processing, we will delete or return personal data in accordance with your reasonable instructions, the Service settings, our retention practices and applicable law. Backup copies may remain until overwritten or deleted in the ordinary course, subject to continued protection.

S1.16 Audit information. We will make available information reasonably necessary to demonstrate compliance with this Schedule, subject to confidentiality, security, commercial sensitivity and reasonable scope. We may satisfy audit requests through reports, certificates, policies or written responses.

S1.17 Unlawful instructions. We may refuse an instruction if we reasonably believe it would breach law, infringe rights, compromise security or expose a person or animal to risk. We will inform you where legally permitted.

Schedule 2. Acceptable Use Policy

S2.1 You must not use the Service to record, monitor or share content where you do not have lawful authority, permission or a legitimate purpose.

S2.2 You must not use the Service for covert surveillance, stalking, domestic abuse, harassment, employee intimidation, voyeurism, blackmail, discrimination, unlawful profiling, or any exploitative purpose.

S2.3 You must not intentionally capture private areas, neighbouring homes, public roads, public footpaths, toilets, changing areas, bedrooms, accommodation, staff rest areas or other inappropriate spaces.

S2.4 You must not publish or livestream footage of people, premises, animals, incidents, accidents, veterinary treatment, staff conduct or private yard matters without all necessary rights and permissions.

S2.5 You must not upload or share content that promotes cruelty, illegal animal treatment, unsafe practices, hate, threats, abuse, sexual exploitation, child exploitation, self-harm, terrorism, malware, fraud or other unlawful activity.

S2.6 You must not interfere with the Service, including by probing, scanning, penetration testing, scraping, crawling, overloading, spamming, bypassing rate limits, bypassing security controls, or using automated tools without written permission.

S2.7 You must not use the Service to store or transmit malware, ransomware, spyware, credential-harvesting tools, unlawful surveillance tools or malicious code.

S2.8 You must not misrepresent your identity, create false accounts, impersonate others, conceal ownership of Premises, or mislead affected people about monitoring.

S2.9 You must not use the Service for purposes that require fail-safe operation, including emergency dispatch, clinical diagnosis, regulated alarm monitoring or safety-critical control systems.

S2.10 We may investigate suspected breaches of this Acceptable Use Policy and may suspend, remove content, restrict sharing, notify affected parties, contact authorities, or terminate access where appropriate.

Schedule 3. Consumer Cancellation Information

S3.1 This Schedule summarises cancellation information for Consumer Customers. The exact rights that apply depend on the product, service, timing, checkout wording and mandatory consumer law.

S3.2 If you buy a subscription or service online, by phone or away from business premises, you may have a 14-day cooling-off period unless an exception applies or you have requested immediate performance in a way that affects cancellation rights.

S3.3 If the contract is for digital content or digital services and you request immediate access during the cooling-off period, we may ask you to acknowledge that your right to cancel or refund may be affected once supply begins, to the extent permitted by law.

S3.4 If Hardware is supplied to you as goods, you may have cancellation rights that run from delivery. You must take reasonable care of goods and may need to return them. Refunds for goods can be affected by damage, handling beyond what is necessary to inspect them, installation, missing accessories or failure to return them.

S3.5 To exercise a statutory cancellation right, contact us using the support channel, account settings, email or postal address made available to you, clearly stating that you wish to cancel, your name, order details and account email.

S3.6 We will process refunds required by law using the original payment method unless another lawful method is agreed or required by the payment provider.

S3.7 Nothing in this Schedule affects your statutory rights if the Service or Hardware is faulty, not as described, not supplied with reasonable care and skill, or otherwise fails to meet mandatory consumer standards.

End of Terms and Conditions