

Kennel Care — Customer Terms of Service

The contract between ATC Dynamic and every business using the Kennel Care platform

Version 1.2 — Reviewed by a solicitor

Document

Kennel Care — Customer Terms of Service

Parties

ATC Dynamic ("we", "us", "our"), registered office Office 30 Greenbox, Westonhall Road, Stoke Prior, Bromsgrove, England, B60 4AL; and the business named on the relevant order/account ("you", "your", "the Customer")

Date

23 July 2026

Related documents

The *Kennel Care Privacy Policy* (data protection — governs personal data separately from these Terms); the *Kennel Care User Manual* (how to use the service)

1. Acceptance of These Terms

These Terms govern your use of the Kennel Care platform (the "Service"), operated by ATC Dynamic. By using the Service — logging into your dashboard, connecting a sensor, or otherwise accessing your account — you agree to be bound by these Terms. If you do not agree, you should not use the Service and should contact us at info@atcdynamic.co.uk.

Accounts are currently created by ATC Dynamic staff on your behalf (not self-service sign-up). For your existing client, these Terms are intended to be provided as a signed paper copy rather than an in-app "I agree" click — a signed copy is stronger evidence of agreement than a website tick-box, and avoids forcing a disruptive re-consent on an account already relying on the service daily. For new clients going forward, an in-app consent gate (mirroring the existing Privacy Policy one) has been built and is ready to enable — new accounts haven't started using anything yet, so there's no disruption in asking them to tick "I agree" as part of setup, alongside a physical copy in their starter kit.

2. Business Customers Only

The Service is provided for business use only. By agreeing to these Terms, you confirm that you are entering into this agreement in the course of a trade, business, or profession, and not as a consumer. If you are an individual using the Service otherwise than for business purposes, these Terms do not apply to you and you should contact us before using the Service.

3. What the Service Is

Kennel Care is a temperature and humidity monitoring service for commercial kennels, comprising:

- One or more physical sensor units (each a "Device") installed at your premises, measuring temperature and humidity approximately every 30 seconds;
- A web dashboard at kennelcare.atcdynamic.co.uk showing live and historical readings for your Devices;
- Optional alerting via Telegram when a reading falls outside thresholds you set, or a Device stops reporting;
- Historical data export (CSV) for readings within the retention period set out in the Privacy Policy.

4. Your Account

- You are responsible for keeping your login credentials confidential and for all activity under your account.
- You must notify us promptly at info@atcdynamic.co.uk if you suspect unauthorised access to your account.

- You're responsible for keeping the contact details on your account (in particular, your login email) accurate and up to date, since it's how we and Telegram alerts reach you.
- More than one person can hold a login against the same account (see the User Manual, §6) — each with their own separate password.

5. The Devices (Hardware)

- Devices supplied to you as part of the Service are and remain your property. If your account is ever closed or a Device is removed from the platform, the Device itself is simply unassigned from your account — you keep the hardware.
- You are responsible for the Device's power supply, physical installation, and connection to your own WiFi network. We are not responsible for readings being unavailable due to a fault, power loss, or network issue at your premises.
- Any specific warranty terms for a Device (covering hardware faults) are as provided to you separately at the time of purchase, not by these Terms.

6. Nature of the Service — Important Limitations

Kennel Care is a monitoring aid. It does not replace your own responsibility for the welfare and supervision of animals in your care. You remain solely responsible for the wellbeing of any animals at your premises, regardless of what the Service does or does not report. Alerts are provided to help you respond faster to changing conditions — they are not a guarantee that you will be notified of every event, or notified immediately.

- The Service depends on your own internet/WiFi connection, our hosting provider's infrastructure, and (for Telegram alerts) Telegram's own service — all outside our direct control. We do not guarantee uninterrupted or error-free operation.
- Alerts are sent on a best-effort basis and are not real-time in the sense of a safety-certified alarm system — there is a reporting interval (approximately 30 seconds) and, for ongoing issues, a cooldown period between repeat alerts (configurable by you) to avoid overwhelming you with repeated messages for the same unresolved issue.
- A Device that loses power, loses WiFi connectivity, or otherwise stops reporting cannot report a reading or trigger an alert during that time — the Service can only act on data it actually receives.
- You should not treat Kennel Care as a substitute for your own direct physical checks on animals in your care, particularly in circumstances where a delay in noticing a problem could cause harm.

7. Limitation of Liability

- Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited.
- Subject to the above, our total liability to you arising out of or in connection with the Service, whether in contract, tort (including negligence), or otherwise, is limited to the total fees you've paid us for the Service in the 12 months preceding the event giving rise to the claim.
- We shall not be liable for any indirect or consequential loss, including loss of profit or loss of business, arising from your reliance on the Service, save to the extent such liability cannot lawfully be excluded.
- Nothing in this section is intended to exclude liability arising from a breach of data protection obligations under the Privacy Policy or applicable law.

8. Pricing, Payment, and Non-Payment

The Service has two charges: a one-off upfront cost covering your sensor hardware, and an ongoing monthly subscription for the dashboard, alerting, and monitoring service — both on the terms agreed with you separately. The upfront cost is why the hardware is yours outright from the start (§5); the monthly subscription is what keeps the software side of the Service running.

If a monthly payment isn't made and remains overdue after we've given you reasonable notice, we may suspend your access to the dashboard and alerts. If the account remains unpaid, we may terminate it entirely — and once an account is terminated for non-payment, your account data

(readings, settings, alert history) will be permanently deleted, in addition to the automatic 60-day deletion that already applies to sensor readings regardless of payment status. Your physical sensors always remain your property, even if your subscription is cancelled or your account is terminated for non-payment (§5) — non-payment of the ongoing subscription only affects the software service, never ownership of the hardware itself.

9. Data Protection

Our collection and use of personal data in connection with the Service is governed by the Kennel Care Privacy Policy, not by these Terms. By using the Service, you also agree to the Privacy Policy, which is presented separately and requires its own agreement.

10. Service Availability and Changes

- We aim to keep the Service available but do not guarantee a specific uptime percentage. We may need to carry out maintenance that temporarily affects availability, and will aim to do so at low-impact times where practical.
- We may update or change features of the Service over time. We'll aim to give reasonable notice of any change that materially reduces functionality you rely on.

11. Suspension and Termination

- We may suspend or terminate your account for non-payment (see §8 for what happens to your data in that case), misuse of the Service, or if required to do so by law.
- You may ask us to close your account at any time by contacting info@atcdynamic.co.uk.
- On termination, your data is handled as described in the Privacy Policy and §8 — sensor readings are already subject to automatic 60-day deletion regardless, and a full account erasure can be requested at any time.
- Your Devices remain your property in all cases (§5) — termination affects your access to the software and dashboard, not ownership of the hardware.

12. Intellectual Property

The Kennel Care platform, including its software, design, and branding, is owned by ATC Dynamic. You retain ownership of your own account data and sensor readings. Nothing in these Terms transfers ownership of our software to you, or of your data to us.

13. General

- **Governing law:** these Terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute.
- **Changes to these Terms:** if we make a material change, we'll ask you to review and re-agree, in the same way the Privacy Policy already re-prompts you on a material change.
- **Entire agreement:** these Terms, together with the Privacy Policy and any separate order confirmation, form the whole agreement between us for the Service.
- **Severability:** if any part of these Terms is found unenforceable, the rest continues to apply.

14. Contact

Questions about these Terms: info@atcdynamic.co.uk.

Approved

Name

Title

Director / Owner, ATC Dynamic

Signature

Date
