

Customer Portal - Terms of Use

The Customer Portal is owned and operated by PetSure (Australia) Pty Ltd ABN 95 075 949 923 (PetSure) for the purposes of:

- facilitating the administration of pet insurance policies;
- submitting and managing insurance claims; and
- where applicable, accessing and using 24/7 live vet support via video or chat “Live Vet Support”.

These Terms of Use apply solely in relation to the registration and log-in to the Customer Portal, and the use of the Customer Portal, for these purposes only and no other aspect or content of the website or domain name.

Acceptance of Terms of Use

Your access to and use of the “Customer Portal” constitutes your agreement to these Terms of Use. Please read them carefully before proceeding. If you do not agree to these Terms of Use, you must not use or access the Customer Portal.

“We”, “our” and “us” refers to PetSure (Australia) Pty Ltd and our related bodies corporate. “You” and “your” refers to the person accessing and using the Customer Portal. “Customer Portal” refers to the information, text, graphics, services and other data contained or available under the domain name www.petsure.com.au or the information, text, graphics, services and other data about our pet insurance products contained or available under the personalised content or specific pet portal pages of a domain name owned and operated by a brand partner (“BP”) who is authorised to promote and/or distribute a pet insurance policy you hold that is issued or administered by us.

These Terms of Use apply to your access and use of the Customer Portal and operate concurrently with the Terms of Use for our website located under the domain name www.petsure.com.au and the domain name of a website owned and operated by one of our BPs (“BP Website”) For the Everyday Insurance brand only, these Terms of Use also operate concurrently with the separate ‘Your Insurance Portal’ owned and operated by Woolworths Group Limited. To the extent of any inconsistency, with regard to your access and use of the Customer Portal, these Terms of Use prevail.

These Terms of Use may change from time to time and all changes will be posted on the Customer Portal pages of our website and on the Customer Portal pages of our BP’s websites. By accepting these Terms of Use, you agree that our publishing of an amended version will be sufficient notice of any changes and that your subsequent access to and use of the Customer Portal will constitute your acceptance of those amendments. The Customer Portal enables you to view and manage your policy details, submit claims relating to pet insurance policies you hold that are issued or administered by us and access and use the Live Vet Support service.

The Customer Portal may also contain links to other websites or services operated by third parties (“TP Websites”) including BP Websites. For the Everyday Insurance brand only, the Customer Portal may only be accessed by registering for and logging into another portal operated by a third party (“TP Portal”).

TP Websites, BP Websites and TP Portals are owned, operated and controlled by third parties and not by us. We take no responsibility for TP Websites, BP Websites or TP Portals their content or condition, and separate terms and conditions available on the TP Websites, BP Websites and TP Portals will apply to those TP Websites, BP Websites and TP Portals.

We make no representation about the security or accuracy of any information or content contained on any other websites and are not responsible for any loss arising directly or indirectly from using, accessing or attempting to access those websites. The Customer Portal, TP Websites, BP Websites and TP Portals may display third party advertising. We do not recommend or endorse any third-party advertiser, its products or services.

Accessing the Customer Portal

For all brands excluding the Everyday Insurance brand

You are only able to access the Customer Portal if you have successfully registered by 'signing up' and then subsequently accessing the Customer Portal in accordance with these Terms of Use. You become registered by accurately completing the details requested by us on the sign-up pages of the Customer Portal. The details requested on these pages relate to information about you and your current pet insurance policy you hold that is issued or administered by us. You will then need to verify both your email address and mobile number through a multi-factor authentication process. Once you are registered, you will then use your 'login' (comprising your registered email address and password), along with multi-factor authentication (via email and/or SMS, as determined by us) to access the Customer Portal. We also require the use of multi-factor authentication (via email and/or SMS, as determined by us) to transact on the Customer Portal after you have successfully logged in.

You are responsible for the selection and protection of your password. You must not provide details of your 'login' or password to any other person. You must not allow any other person to use your 'login'. You must not use another person's 'login' and may only use the Customer Portal to view or manage information relating to another person or their insurance policy with their express authority.

For the Everyday Insurance brand only

You are only able to access the Customer Portal if you have successfully registered for and logged into the TP Portal owned and operated by Woolworths Group Limited. Once you have logged into the TP Portal, you can then access the Customer Portal without needing to log-in again.

The TP Portal is governed by separate terms which are available on the TP Portal,

The remainder of these Customer Portal Terms of Use are applicable to users who have accessed the Customer Portal by logging into the TP Portal.

Web analytics

We use Google Analytics to collect data about your interaction with the portal. The sole purpose of collecting your data in this way is to improve your experience when using our site. The types of data we collect with these tools include:

- your device's IP address may be used to determine location information
- device type, operating system and browser information
- geographic location (city)
- referring domain and out link if applicable
- search terms and pages visited and documents opened on our portal
- date and time when pages were accessed on our portal

24/7 Live Vet Support

The Live Vet Support provides access to general veterinary telehealth advice for your insured pet(s), where applicable, via the Customer Portal.

The Live Vet Support is provided by Australian registered vets. While we do our best to the provision of accurate veterinary advice, you acknowledge and agree that:

- any information you provide while using the Live Vet Support is honest, accurate, correct, complete and up-to-date;
- recommendations as to diagnosis, treatment and best standards of practice are constantly evolving in the veterinary industry and opinions between professionals may differ;
- any veterinary advice provided by our appointed vets may be affected by the absence of a hands-on physical examination of the pet (and you accept the risks associated with this limitation);
- Live Vet Support is not an emergency service and provides general veterinary advice only. Live Vet Support is not intended to replace a physical examination by a vet or emergency assistance. If you are in need of emergency assistance, you should take your pet to the nearest emergency veterinary practice. Such emergency conditions (that need immediate hands-on care and are not suitable for online advice) include but are not limited to – loss of consciousness; difficulty breathing; bleeding; trauma or injury such as from being hit by a car, falling from a height etc; paralysis; allergic reaction; inability to pass urine; and snake bites;
- information provided through the Live Vet Support is general veterinary advice only and is not intended to be a substitute for professional veterinary advice. You should never disregard the medical advice of your primary vet(s) because of information provided to you through the Live Vet Support;
- the Live Vet Support cannot provide you with information about your insurance policy, financial product advice, information about the claims process and/or assist with the submission of a pet insurance claim;
- use of the Live Vet Support does not guarantee an approved pet insurance claim, should you submit one. All pet insurance claims are subject to the standard claims assessment process and your policy terms and conditions;
- all rights, including intellectual property rights to consultation notes prepared from your use of the Live Vet Support will be owned by us and/or our related bodies corporate;
- you may not record by video, audio or other electronic means, in whole or in part, any consultation with a vet via that the Live Vet Support. You may, however, take notes during the provision of Live Vet Support and your consulting vet will provide you with a written summary of the consultation after it has ended;
- we or our related bodies corporate may disclose consultation notes prepared from your use of the Live Vet Support with your primary vet(s) to fulfil our legal obligations;
- we generally cannot provide you with medication scripts via the Live Vet Support, except in exceptional circumstances, in accordance with state and territory legislation and subject to the consulting vet's discretion;
- there may be times that the Live Vet Support are not available or have limited access for example extended wait times to access a vet. If there is a substantial impact to access to Live Vet Support, we may display a notification on the Customer Portal; and

- we reserve the right to immediately terminate a Live Vet Support consultation there is any inappropriate, offensive or abusive use or conduct by you towards one of our vets, other customers or the Live Vet Support system during the consultation.

Terminating access to the Customer Portal

Either party may request to terminate access to the Customer Portal at any time for any reason.

We reserve the right to terminate or restrict your access to the Customer Portal if:

- we believe on reasonable grounds that it is necessary to do so to prevent loss to us or you, including where we suspect that the Customer Portal is being used or will be used for fraud;
- if your use of the Customer Portal is in a manner that violates these Terms of Use.

If we terminate your access (either in whole or in part), we will endeavour to notify you if this occurs. Where your access to the Customer Portal is terminated by us, you must immediately cease using the Customer Portal and not directly or indirectly access or use the Customer Portal and its features and content therein.

Restrictions of use

The Customer Portal is made available only to genuine bona fide users who hold a current pet insurance policy issued or administered by us. By using the Customer Portal, you warrant that you are such a user. In addition to any activity not explicitly permitted or prohibited above, you must not directly or indirectly or via any third party:

- use the Customer Portal for any other purpose other than as a legitimate customer of ours;
- take any action which may disrupt access to, cause damage to, or interfere with, the proper operation of the Customer Portal including but not limited to the transmission of any material which contains viruses or other computer programs designed to effect or limit the efficient operation of the Customer Portal;
- use, copy, reproduce, disclose, alter, modify or display in public, any content or data from the Customer Portal;
- incorporate into or store any information or data from the Customer Portal in any other website, electronic retrieval system, database, publication or other work in any form;
- create a link to the Customer Portal from another website;
- use the Customer Portal in any manner or form whatsoever, other than as specifically permitted by these Terms of Use;
- use the Customer Portal for any commercial purpose or for any competitive disadvantage to us or our related bodies corporate or any BP;

- use or access the Customer Portal or its content in a way that infringes the intellectual property rights or other rights of any person;
- use the Customer Portal in any manner which is inconsistent with the purpose for which the Customer Portal is provided;
- use the Customer Portal in any manner which is in breach of any laws;
- reverse engineer, disassemble or otherwise attempt to construct or identify the Customer Portal's source code, formulas or processes;
- do anything which will or may place an unreasonable load on the infrastructure of the Customer Portal;
- publish or disseminate any material which is unlawful, defamatory, indecent, offensive or inappropriate; or
- use the Customer Portal to harass, defame, abuse, threaten or otherwise offend others.

Security

Any online payment you make is immediately processed via a secure payment system and using a recognised payment service provider. We do not retain credit card numbers received via the Customer Portal.

Other security measures we take to protect your information include:

- We encrypt your information provided via the Customer Portal using the Secure Socket Layer Protocol (SSL);
- Our secure web pages display an icon (generally a lock) so you can verify that any information provided via these pages is secure; and
- We assess and apply updates to address security vulnerabilities.

It is also important that you take security measures when using the Customer Portal, including:

- Protecting your personal information, such as usernames, passwords, and policy details, by not allowing anyone to see you entering them, and by avoiding public computers and Wi-Fi usage when using your personal information;
- Password security, including using a unique strong password for your account and not letting your browser save your password;
- Keeping your devices up to date with firewall enabled, anti-malware software, anti-virus software and security updates; and
- Notifying us as soon as possible if you become aware of any security breaches.

Liability

To the maximum extent permitted by law we (including our related bodies corporate, directors, officers, employees, agents and contractors) exclude all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct or indirect or consequential, arising out of or relating to the Customer Portal (or material accessed via the Customer Portal including but not limited to the Live Vet Support) or being unable to access or use the information or data provided under the Customer Portal howsoever caused, whether in contract, tort including negligence, statute or otherwise.

Indemnity

To the extent permitted by law, you agree to indemnify and keep indemnified us and our related bodies corporate and their respective directors, officers, employees, agents and contractors ("Indemnified Person") against all actions or claims which may be brought against an Indemnified Person by any person for any loss suffered or incurred including any costs that may be incurred as a result of:

- your breach of these Terms of Use;
- your breach of any other legal obligation or law;
- your acts or omissions;
- your use of the information contained in an email or SMS sent by or on behalf of us to you in connection with your use of the Customer Portal;
- your use of and access to the Customer Portal; and
- your use of and access to our website, the BP Websites, TP Websites and services and TP Portal.

Waiver

Any failure or neglect by us to exercise any right, power or remedy under these Terms of Use shall not be construed or deemed to be a waiver of our rights.

Intellectual Property

All intellectual property in the Customer Portal including our trademarks and copyright in the information, text, graphics, services and other data is owned by or licensed for use by us. Except as otherwise provided by law, all other use, copying, storage, adaption, reproduction, dissemination, modification, distribution, transmission, republication, display or performance of all or part of the Customer Portal is prohibited in any form without our prior written approval. Nothing in these Terms of Use constitutes a transfer of any intellectual property rights.

We, our related bodies corporate, BPs and TPs (where applicable) own or licence certain trademarks which appear on the Customer Portal. Unauthorised use of those marks by you is strictly prohibited.

Jurisdiction

The law applicable in the State of New South Wales, Australia will apply to these Terms of Use, use of the Customer Portal, and the resolution of any disputes arising from access to and use of the Customer Portal. You submit to the exclusive jurisdiction of the court and tribunals of the State of New South Wales.

Privacy – Our commitment to you

We are committed to protecting your privacy. The privacy section of your product disclosure statement explains how we collect, use and disclose the personal information you provide to us. Additional information on how we handle your personal information is available in our Privacy Policy which is available at www.petsure.com.au.