

Customer Portal - Terms of Use

The Customer Portal is owned and operated by PetSure (Australia) Pty Ltd ABN 95 075 949 923 for the purpose of facilitating the administration of pet insurance policies and managing insurance claims made under policies issued and underwritten by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 and promoted by brand partners ("BP").

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 'login' pages of a domain name owned and operated by a BP who is authorised to promote and distribute a pet insurance policy you hold that is 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"). 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 and submit claims relating to pet insurance policies you hold that are administered by us.

The Customer Portal may also contain links to other websites operated by third parties ("TP Websites") including BP Websites.

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

We make no representation about the 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 and BP Websites may display third party advertising. We do not recommend or endorse any third-party advertiser, its products or services.

Accessing the Customer Portal

You are only able to access the Customer Portal if you have successfully 'signed up'. 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 administered by us. On registration, you will get an email to confirm your email address. The email will have a link which will take you to the login page of the Customer Portal. You will then use your 'login' (comprising a user name and password) to access the Customer Portal. This process is required only for the first time. You can use either your policy number or email address for ongoing access to the Customer Portal, together with the 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.

Terminating access to the Customer Portal

We reserve the right to terminate your access to the Customer Portal at any time for any reason. 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.

Restrictions of use

The Customer Portal is made available only to genuine bona fide users who hold a current pet insurance policy 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), so that only we can decipher your information.
- 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 secure your information using a SSL Certificate.

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

- Protecting your personal information, such as user names, passwords, and policy details, by not allowing anyone to see you entering them, and by avoiding public computers and Wifi usage when using your personal information;
- Password security, including using a 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) 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 and TP Websites;

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 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 and BPs 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.