



Pet Health Hotline Terms & Conditions of Use

Effective date: 25 January 2023

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SERVICES. YOUR LEGAL RIGHTS MAY BE AFFECTED.

These Terms of Use govern the use of the Pet Health Hotline Services ("Services"). Your use of the Services constitutes your agreement to be bound by the Terms of Use (as modified) which can be modified at any time without notice. The last date these Terms of Use were revised is set forth below.

PET HEALTH HOTLINE TERMS OF USE

The Services are provided by Vetsdirect Limited ("Vetsdirect"). Confirmation of a current Pet Circle Insurance policy* will be requested before You can receive the Services. However, you could also access the Services by paying subscription to the Services. Vetsdirect is a third party and Millell Pty Ltd trading as Pet Circle (ABN 17 148 151 213, AR 001300998) ('Pet Circle') and Knose Financial Services Pty Ltd (ABN 38 620 795 735, AFSL 536651) ('Knose') are not responsible for the Services. This offer is subject to change and can be modified or discontinued at any time. Pet Circle and Knose are providing you access to Vetsdirect as a service through the telephone or web chat.

Vetsdirect may advise You to attend a veterinary clinic for treatment. However, if you are a current Per Circle Insurance policy holder, any costs associated with attending a veterinary clinic as advised may not be covered by Your Pet Circle Insurance policy. You should refer to the product disclosure statement and certificate of insurance to see if any such costs will be covered by Your Pet Circle Insurance policy.

IF YOUR PET IS EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD SEEK IMMEDIATE EMERGENCY VETERINARY CARE.

The Services are not a replacement for emergency veterinary service, and it is to be used for general advice only and is not intended to replace a physical examination by a Veterinarian. If you are in need of emergency assistance, you should take your pet to the nearest emergency Veterinary practice.

You agree that any advice provided by Vetsdirect staff, is limited in the absence of hands-on examination of the pet. You hereby acknowledge and accept the limitations and risks of providing information relating to a pet that has not had a physical examination.

You agree that no Veterinarian-Client-Patient-Relationship ("VCPR") is established in connection with the Services. You agree that a VCPR is only established with a hands-on visit to your Veterinarian.

You should never disregard medical advice received from your primary Veterinarian(s) because of information provided to you through the Services.

The Services are designed to assist you with making care decisions regarding your pet. Vetsdirect does not represent that any health, behaviour, wellness suggestions, or recommendations provided will be safe, appropriate, or effective for your pet. Any advice provided by Vetsdirect is for your decision support purposes to assist you in making a care decision for your pet only.

Vetsdirect staff cannot prescribe or recommend medications, provide diagnosis, provide "second opinions", or provide any other medical advice that necessitates a corresponding physical exam and/or VCPR.

You may incur call charges if you call from a mobile phone; please contact your mobile phone provider for more details. By supplying your telephone number and email address, you have given consent to be contacted at the number you provided (including through auto-dialled, pre-recorded, artificial voice and/or text messages) so they may assist you with your questions, and you hereby expressly consent to any such calls or texts - even if your phone number is on any Do Not Call list or registry - and to have such calls monitored and/or recorded for record-keeping, compliance, security and quality-assurance purposes.

You may not record, by video or audio, in whole or in part, any consultation with Vetsdirect staff.

Pet Circle, Knose and Vetsdirect are not related entities and are not agents of one another.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR OWN RISK. NEITHER VETSDIRECT, PET CIRCLE NOR KNOSE MAKE EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. VETSDIRECT, PETCIRCLE AND KNOSE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT, WITH REGARD TO THE SERVICES. VETSDIRECT, PET CIRCLE AND KNOSE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE SERVICES PROVIDED. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

LIMITATION OF LIABILITY

IN NO EVENT WILL VETSDIRECT, PET CIRCLE OR KNOSE BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES, ARISING OUT OF (1) THE USE OF OR INABILITY TO USE THE SERVICES OR THE SITE, (2) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES PROVIDED, OR (3) YOUR RELIANCE ON ADVICE DERIVED BY USE OF THE SERVICES, (4) ANY OTHER MATTER RELATING TO THE SERVICES OR THE SITE EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITIES OF

SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR THE TERMS OF USE, DISCONTINUE USING THE SERVICES. THE LIABILITY OF VETSDIRECT, PETCIRCLE AND KNOSE IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.

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* Pet Circle Insurance is underwritten by Pacific International Insurance Pty Ltd (ABN 83 169 311 193) and distributed by Knose Financial Services Pty Ltd (ABN 38 620 795 735, AFSL 536651) ('Knose'). Millell Pty Ltd trading as Pet Circle (ABN 17 148 151 213, AR 001300998) ('Pet Circle') act as an authorised representative of Knose.

In all aspects of arranging this product, Pet Circle and Knose act as agents of Pacific and not as your agent.