

## Website Terms and Conditions of Use

### 1. About the Website

- 1.1. Welcome to the VetCare website (<https://vetcare.net.nz/>) ('**Website**').
- 1.2. In these terms of use, VetCare means Vetcare Mount Albert (operating through Vetcare Unitec Limited NZBN 9429041453032) and Vetcare Grey Lynn (operating through Vetlab Limited NZBN 9429038105685), referred to as “our”, “us” or “we”; and “you” means all users of or visitors to our Website.
- 1.3. Please read these terms and conditions (the '**Terms**') carefully.
- 1.4. We may make changes to the content of our Website (including the information, services, products and other materials displayed) at any time without notice to you. We may also modify these terms at any time without notice, and any modification(s) will be effective immediately upon posting the modified terms of use on our Website. Accordingly, your continued use of our Website is deemed to be your acceptance of these Terms as modified from time to time.
- 1.5. These Terms constitute your agreement with us relating to your use of our Website. These Terms do not govern the provision of any services or products by us to you and do not affect the terms of any other agreement you have entered with us. The terms of any other agreement you have entered with us will prevail over these Terms to the extent of any inconsistency.
- 1.6. You must only use our Website for lawful and proper purposes and in accordance with all applicable laws and regulations that apply in Australia and any other jurisdiction from which you are accessing the Website.
- 1.7. By accessing or using our Website you signify that you have read these Terms and agree to be bound by and comply with them. If you do not agree to be bound by these Terms, please immediately discontinue use of the Website.

### 2. Copyright and Intellectual Property

- 2.1. Our Website and all our related products and services are subject to copyright. The material on our Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the compilation of our Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features) are owned or controlled by us and we reserve all such rights.
- 2.2. All trademarks, service marks and trade names are owned, registered and/or licensed by us, and we grant you a worldwide, non-exclusive, royalty-free, revocable license to use our Website according to these Terms for your own personal and non-commercial use.
- 2.3. We do not grant you any other rights whatsoever in relation to our Website or any related products or services. All other rights are expressly reserved by us.
- 2.4. We retain all rights, title and interest in and to our Website and all related products and services. Nothing you do on or in relation to our Website will transfer any:

- (a) business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or
  - (b) a right to use or exploit a business name, trading name, domain name, trademark or industrial design, or
  - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),
- to you or any third party.

2.5. You may not, without our prior written permission and the permission of any other relevant rights owners, broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way our Website or any related products or services for any purpose, unless otherwise provided by these Terms.

### **3. Privacy**

- 3.1. We take your privacy seriously and any information provided through the Website will be collected, held, used and disclosed in accordance with our [Privacy Policy](#) (which is available on our Website). The Privacy Policy forms part of these Terms.
- 3.2. People can generally visit our Website without revealing who they are or providing any personal information. We will not collect any personal information about visitors to our Website, except when visitors take steps to provide personal information to us (for example, when submitting an enquiry with their contact details).
- 3.3. If you provide us with personal information through our Website, we may log your usage of the site to assist us to make our website(s) more accessible and valuable to our community.

### **4. Our Cookies Policy**

- 4.1. Our Website uses cookies. A 'cookie' is a small text file stored on your computer which assists in managing customised settings of the website and delivering content.
- 4.2. Our Website uses first party and third party cookies together to serve advertisements based on your visits to the Website and third party websites. We use third party services (including Google Analytics) to undertake demographic analysis of visitors to our website(s) and to display advertisements on third-party websites.
- 4.3. You can use the settings in your browser to control how your browser deals with cookies. You can control the settings and/or opt out of display advertisements using Google's Ad Settings (<https://www.google.com.au/settings/ads>).
- 4.4. The internet is not always a secure method of transmitting information. Whilst we take reasonable steps to ensure that information it receives is maintained securely, it cannot ensure that communications conducted via the internet will be secure.

### **5. General Disclaimer and Limitations of Liability**

- 5.1. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including applicable consumer law(s) (or any liability under them) which by law may not be limited or excluded ('non-excludable obligations').

- 5.2. Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - (b) we will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with our Website or these Terms, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 5.3. You acknowledge and agree that:
- (a) Subject to any non-excludable obligations, we give no warranty (express or implied) or guarantee that information, services and materials contained on our Website are accurate, complete, current, or fit for any use whatsoever. All such information, services and materials are provided “as is” and “as available” without warranty of any kind.
  - (b) To the maximum extent permitted by law and subject to any non-excludable obligations, we and individual contributors to our Website exclude all liability (including in negligence) for any loss arising out of access to, use of, or reliance upon information, services and materials contained on the Website.
  - (c) To the maximum extent permitted by law and subject to any non-excludable obligations, we are not responsible or liable (including in negligence) for any factual inaccuracies, technical errors, corruption of data or unauthorised access of your personal information in connection with our Website.
  - (d) We and individual contributors to our Website do not purport to provide veterinary or other expert advice through the Website and if legal or other expert advice is required, the services of a competent professional person should be sought.
- 5.4. Our Website may contain links to the websites of other organisations. We do not necessarily endorse or support the views, opinions, standards or information contained within these linked websites. You will not hold us liable for any loss, damage, cost or expense you might incur as a result of the use of, or reliance upon, the materials which appear at any linked site. Your access to and use of linked websites is solely at your own risk.
- 5.5. We respect the intellectual property rights of others. You should be aware that material found on linked sites may contain intellectual property protected by law, including that it is likely to be protected by copyright and may also contain trademarks. It is your responsibility to use the material on each linked site in accordance with the site’s specific terms and conditions of use and any other laws or requirements which may apply.

## **6. Termination and Suspension**

- 6.1. Subject to local applicable laws, we reserve the right to suspend or deny, in our sole discretion, your access to all or any portion of our Website or any related products or services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts our name or reputation or violates the rights of those of another party.
- 6.2. The Terms will continue to apply until terminated by us as set out below.

6.3. We may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) we are required to do so by law;
- (c) the provision of our products and services are, in our opinion, no longer commercially viable.

## **7. Governing law**

These Terms are governed by and construed in accordance with the laws in force in New Zealand. You irrevocably submit to the exclusive jurisdictions of the Courts of New Zealand including any courts having appellate jurisdiction.

## **8. Severance**

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part will be severed, and the rest of the Terms will remain in force.