

## Paws Off! Terms of Use

These terms of use (TOU) are an agreement between you and Southern Cross Pet Insurance Limited (“us” or “we”). Please read them carefully. They apply when you visit or use the Paws Off! website (Website), access any materials made available on or through the Website (Resources) or download and/or use the Paws Off! symbol.

We may change these TOU. We’ll post the changes on our website so it’s worth checking in and reviewing them from time to time. You accept our updated TOU if you continue to visit the Website or download/use the Paws Off! symbol [or Resources] after they have changed.

We also have a Privacy Policy further down that sets out our privacy practices in respect of personal information we collect in connection with the Website [and Resources]. We strongly recommend that you read this as it is important that you are familiar with our practices including that you don't need to provide personal information and that you have rights to request access to, or correction of, your personal information. Read [Privacy Policy](#).

- 1) We may terminate your rights to use Paws Off! at any time if you breach these TOU or if we consider it appropriate to do so.
- 2) Your obligations:
  - a) You must not use the Paws Off! symbol, Website [or Resources]:
    - for any harmful, unlawful, infringing, defamatory or fraudulent purpose;
    - [to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature];
    - other than in accordance with the Paws Off! Guidelines; or
  - (b) You must not:
    - interfere with the Paws Off! symbol, Website [or Resources];
    - copy, modify, create a derivative work of the Paws Off! symbol, Website [or Resources];
    - sublicense, resell, or distribute the Paws Off symbol! to a third party; or use the Paws Off! symbol, Website[ or Resources] in a way that we deem inappropriate or that brings us into disrepute.
- 3) Our Disclaimer  
The Paws Off! symbol, the Website [and Resources] are made available to you free of charge as an information source and for you to use the Paws Off! symbol in accordance with the Paws Off! guidelines as a pet food safety tool. While we try to be as accurate as possible with the information provided and have obtained approval from the NZ Vet Association as to the accuracy of the pet food safety messaging, we do not warrant that the information is accurate, complete, reliable, current, or error-free. You agree that we are not responsible for any error, act (or omission) made on the basis of the information provided and we expressly disclaim all liability for any loss, injury or damage suffered by any person or pet as a result of the Paws Off! symbol being used (or not used) as the case may be. You should always check with your vet for specific advice on pet food safety if you have any questions.

You therefore agree that we will not be liable for:

- your reliance on the Paws Off! symbol or any information provided on the Website even if negligently provided; or

- any damages resulting from your use of, or inability to use the Paws Off! symbol or Website.

The Website may not always be available including, for example, during maintenance or repair.

4) Limitation of liability

To the extent permitted by law, we, including our officers, employees, contractors and agents, exclude:

- a) all warranties and representations in relation to the Paws Off! symbol, Website and Resources whether express, implied, statutory or otherwise and we will not be responsible for any errors or misstatements; and
- (b) all liability in relation to the Paws Off! symbol, Website and Resources whether in contract, tort (including negligence) or otherwise, for any loss or damage however caused (including direct, indirect, consequential or special loss or damage, loss of profits, loss of data, loss of savings and loss of opportunity).

5) Intellectual Property

We own or are licensed to use intellectual property rights in the Paws Off! symbol, Website [and Resources] (together "Materials").

All title, interest and rights (including but not limited to ownership and intellectual property rights) in these Materials will remain with us. You acknowledge such title, interest and rights in these Materials and will not take any action to jeopardise, limit or interfere in any manner with our title, interests or rights in these Materials.

We grant you:

- a non-exclusive, non-transferrable, revocable licence to use the Paws Off! symbol; and
- a non-exclusive, non-transferrable, revocable licence to access and view the Paws Off! Website and Resources, and to download the Resources for use in your organisation; provided such use is in accordance with the Paws Off! guidelines and these TOU. All other use is expressly prohibited.

6) General

These TOU are governed by the laws of New Zealand. We reserve the right to restrict or terminate your access to the Paws Off! symbol, Website or Resources at any time.