

END USER TERMS OF USE

BRAVECTO REMINDER APPLICATION - provided by SCHERING-PLOUGH ANIMAL HEALTH LIMITED trading as MSD ANIMAL HEALTH ("MSD")

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By downloading, installing, using or clicking the "I Agree" button, you accept these Terms of Use ("Terms"), and these Terms apply whenever you access or use the Application. If you do not accept these Terms, do not download, install, or use the Application. You acknowledge and agree that your use of the Application, or any services performed by or accessed through the Application is entirely at your own risk.

TERMS AND CONDITIONS

- 1. DESCRIPTION OF THE APPLICATION.** This Agreement governs your use of this Application, including, without limitation, the use of all content such as text, information, images, and, where applicable, audio, and the suite of services, integrated tools, programs, software, databases, helpers and other related items including associated media and printed materials, and user or support documentation relating to the software (collectively referred to as the "Application").
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- 3. ACCESS.** In order to use the Application, you may need access to the World Wide Web, either directly or through devices that access web-based content. Such access may not be available if you do not have an Internet connection or for other reasons. You acknowledge and agree that by using the Internet to use the Application, you may incur charges from your wireless carrier, Internet service provider or other method of internet access, depending upon your contract or plan with your provider. You acknowledge that payment of any such charges or any service fees associated with such access will be your sole responsibility. In addition, you must provide all equipment necessary to make such a connection to the World Wide Web. You agree that your use of the Application will be in accordance with all requirements of, and separate terms provided to you by, your chosen wireless carrier, Internet service provider or other method of Internet access.
- 4. DISCLAIMER AND NOTICE.** This Application may contain, use or present information derived from third party sources. The information contained on this Application includes, but is not limited to, clinical references, images, tools and other related items, is intended to be used as a reference resource and not as a complete reference. While care has been taken to confirm the accuracy of the information presented based on the sources used and, where applicable to describe generally accepted practices, MSD, and its respective licensors, authors, editors, reviewers, contributors and publishers are not responsible, to the maximum extent permitted by law (except for liability that cannot be excluded by law, including the consumer guarantees provided under the New Zealand Consumer Guarantees Act (CGA) 1993), for errors or omissions or for any consequences from the Application of the information and make no warranty, expressed or implied, with respect to the currency, completeness, usefulness, or accuracy of the contents of the Application. Health-related information changes frequently and therefore, information contained in the Application may be outdated, incomplete or incorrect. Applying this information in a particular situation remains your responsibility. MSD does not endorse and is not responsible for the accuracy of the content from non-MSD sources, or for practices or standards of non-MSD sources.

Additionally, although steps have been taken to confirm that the technical functions of the Application perform as intended when used with the specific version(s) of the operating system and the specific device(s) for which the Application was designed, MSD makes no representation regarding the functions of the Application when used with subsequent versions of that operating system, with other operating systems, or with other devices.

5. MEDICAL INFORMATION/CONDITIONS. THIS APPLICATION IS NOT INTENDED TO DIAGNOSE, TREAT, MITIGATE, CURE OR PREVENT ANY DISEASE. PLEASE CONSULT WITH YOUR VETERINARIAN. In using this Application, you agree that MSD is not, or will not be, liable or otherwise responsible for any decision made or any action taken, or any action not taken due to your use of this Application.

6. PRIVACY AND CONSENT TO USE DATA.

INFORMATION WE COLLECT AND PURPOSES

MSD collects information to provide optimum services to all users of the Application. MSD may collect your personal information (such as your username, email address and password, name and address and other data which you input through the Application). The Application does not collect or store any personal information of patients. MSD may collect information from you directly when you use the Application. In addition, we may collect information about you from our business partners.

This information is needed to provide the Application, and for enabling MSD to verify your Association number (regarding eligibility requirements in the Terms and Conditions), to verify your healthcare professional credentials. Your personal information may be transferred and processed overseas, including in the United States where MSD is headquartered.

WHAT MSD LEARNS FROM YOU & COOKIES

How you interact with the Application demonstrates what might be of interest to you. When you access the Application or use the Application, MSD may use technology that can recognise, collect and/or transmit information that is associated with you, but which does not personally identify you. MSD uses the term 'cookie' to refer generically to any technology that can recognise, collect and/or transmit information about your access to the Application. This type of information includes: your IP address, the internet or web domain that referred you, the type of operating system and browser you are using (including versions), the date and time of your visit, data relating to activities on the Application and other technological attributes about your visit to the Application and use of the Application.

This information may be used, without limitation, to analyse trends, administer the Application, and track user movements on the Application, for security purposes, for gathering aggregate demographic information about visitors and for optimising user experience, so MSD can continually improve the Application. Cookies can also track your preference for certain functions and features of the Application and show your use of the Application, and cookies can store information such as your username and password so that you don't have to re-enter them each time you return to visit. You can disable or turn the cookie feature off by changing the settings on your internet browser and you can also change the settings to stop your browser from automatically accepting cookies. Although changing these settings may not affect your ability to browse, it may affect your ability to use certain features and functions of the Application, and it may also require you to re-enter certain information each time you visit or attempt to use or access the Application. You should consult the operating instructions that apply to your browser to determine how to best configure your browser settings for your needs.

HOW MSD USES YOUR INFORMATION AND PERSONAL INFORMATION

Any of the information and Personal Information MSD collects from you may be used to:

Provide the Application, including (but not limited to) customer service; Optimise your user experience of the Application; personalise your experience of the Application (for example, your information helps us to better respond to your individual needs, e.g., MSD may use your information to serve you more tailored and relevant ads based on your interests or usage of the Application); Improve the Application (MSD continually strives to improve the Application based on the information MSD receives from you); Administer Application features or respond to your inquiries or requests; Send periodic communications and/or periodic personalised communications. If at any time you would like to unsubscribe from receiving future email communications, MSD includes detailed unsubscribe instructions at the bottom of each email.

CHANGING YOUR PERSONAL INFORMATION

MSD aims to keep our information and Personal Information about you as accurate as possible. If you would like to (i) review or change the information you have supplied us with or (ii) would like to be removed from our databases or (iii) would like us to stop using your information or Personal Information, please contact us as set out below. You can always change your Personal Information, but that doesn't change what MSD has done with the older information.

Please see more information about how we deal with personal information at our Privacy Policy located at <https://www.msdprivacy.com/au/en/index.html>.

CHANGES TO OUR PRIVACY POLICY AND WITHDRAWAL OF YOUR CONSENT

Keep in mind that MSD can change our Privacy Policy at any time. If MSD make material changes to our Privacy Policy, MSD will notify you of those changes by either contacting you via the email address that you have submitted to us, by giving notice through the Application, or by any other legally permissible manner.

If you wish to withdraw your consent to this Privacy Policy, or if you do not agree to any changes to this Privacy Policy, as mentioned above, you must stop using the Service and the Platform immediately. Do note that use of the Application is subject to your approval of this Privacy Policy (and the entire Agreement).

MSD PROTECTS YOUR PERSONAL INFORMATION

MSD maintain commercially reasonable standards of security and confidentiality. MSD also try to limit information and/or Personal Information access to individuals who need to have such access to perform their responsibilities associated with the Application.

The internet and communications cannot be guaranteed to be secure and it is possible that others may unlawfully intercept or access information, transmissions or communications to, from or within the Application.

The Application may be used without entering any information that directly identifies you to MSD. Information that you record in the Application is stored on your iPhone, iPod touch, mobile phone or iPad iOS device. It may be possible for your device to be linked to you through identifiers associated with your device, however, MSD will not use this information to identify you. If you choose to record your full name or other information that directly identifies you, we recommend that you use the lock feature on your device to protect the personal information stored on your device. For further information on how you can access and seek correction of your personal information which MSD holds, how you may complain about a breach of the New Zealand Privacy Principles, and how MSD will deal with such a complaint, please go to MSD's privacy policy at

<https://www.msdprivacy.com/nz/en/index.html>. MSD or others working for MSD may collect and use technical data and related information, including but not limited to technical information about your device (such as its device identifier), system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, support, processes, and other services to you (if any) related to the Application. MSD or others working for MSD may also generate reports about how users use the Application and what choices they select, sometimes referred to as Application analytics.

7. SURVIVAL. The provisions of Sections 7, 8, 9, 10, 11, 12, 16, 17, 18 (and its subparts), and 19 shall survive any termination or expiration of these Terms and Conditions.

8. SUPPORT. MSD does not provide, and shall not have any obligation to provide, you with any maintenance or support relating to the Application.

9. LINKS. In this Application, MSD may provide, or third parties may provide, links to other Web sites or resources ("linked sites"). MSD does not endorse and is not responsible for any data, software or other content available from non-MSD sites or resources. YOU AGREE THAT MSD WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY INFORMATION, SOFTWARE, OR MATERIALS FOUND AT ANY LINKED SITE.

10. DISCLAIMER. You understand and agree that, to the fullest extent permitted by law, the Application is provided on an "as is" and "as available" basis. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modifies the statutory consumer guarantees as provided under the New Zealand Consumer Guarantees Act (CGA) 1993 or similar consumer protection laws in New Zealand ("non-excludable guarantees"). Except for liability that cannot be excluded by law, including the non-excludable guarantees, MSD does not make any warranty that the application will meet your requirements or that the use of the application will be uninterrupted, timely, secure or error free; nor does MSD make any warranty as to the results that may be obtained from use of the Application or the currency, accuracy, suitability or reliability of any information obtained through the Application (including third party content) or that any defects in the Application will be corrected. Except for liability that cannot be excluded by law, including the non-excludable guarantees, MSD and its suppliers disclaim all warranties of any kind, whether express, implied or statutory regarding the Application, including any implied warranty of non-infringement of third party rights. You understand and agree that any material or data obtained through use of the Application is at your own

discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content or material. The Application may in no case substitute for an analysis made by a veterinarian based on an individualised medical examination and/or specific clinical examinations.

11. **LIMITATION OF LIABILITY.** You understand and agree that, to the maximum extent permitted by law, MSD and its respective licensors, shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, however caused and on any theory of liability, except for liability that cannot be excluded by law, including the non-excludable guarantees even if advised of the possibility of such damage, including, without limitation, damages for personal injury, lost data, lost profits, or business interruption arising from or relating to: (i) your use of the Application or use of the Application through your account by anyone else, or your use of any third party content; (ii) the cost of procurement of substitute data, information or software; (iii) unauthorised access to or alteration of your transmissions or data; or (iv) any other matter relating to the Application or its use. Additionally, you are solely responsible for any and all decisions regarding use of the Application to input, store and/or transfer personal data. In respect of any conditions, warranties, or guarantees which under statute MSD cannot exclude, to the extent permitted by law, the liability of MSD and its affiliates is limited, at its option, to the resupply or refund of the cost of the relevant services. **Disclaimer of liability.** MSD accepts no responsibility or liability (in contract, tort or otherwise) for any use by you, or by any third party, of data outputs from this app. This limitation shall not operate to limit or exclude liability for fraud or for any other liability that cannot lawfully be limited or excluded.

12. **INDEMNIFICATION.** To the fullest extent permitted by law, you agree to indemnify, defend and hold MSD, its respective officers, employees and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or allegedly arising out of your use of the Application or any breach of this Agreement or violation of any rights of another.

13. **TERMINATION.** The license is effective until terminated by you or by MSD, which may be done at any time. Upon termination you shall cease to use and shall permanently remove or uninstall all copies of the Application in its entirety. Your rights under this license will terminate automatically without notice from MSD if you fail to comply with any term(s) of this license.

14. **PROPRIETARY RIGHTS.** You acknowledge that (a) the Application contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) MSD and/or third parties own all rights, title and interest in and to the Application and software provided through or in conjunction with the Application and its documentation (including any associated media, printed materials, updates and online or electronic documentation), and all photos, text, logos, trademarks and other elements reproduced on the Application, including without limitation all Intellectual Property Rights therein and thereto. "Intellectual Property Rights" means any and all rights existing from time to time under applicable patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

You agree that you will not, and will not allow any third party to, (i) copy, sell, license, sub-license, loan, transfer, modify, distribute, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Application, unless otherwise permitted, (ii) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Application, (iii) use the Application to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or (iv) remove, obscure, or alter MSD's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application, or (v) use the Application in any way designed to or to attempt to introduce a virus or malware to the network or devices on the network; send unsolicited bulk or commercial messages; or create a denial of service attack.

15. **PROHIBITED USES OF APPLICATION.** You agree not to resell the Application or use of or access to the Application. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Application.

16. **ASSIGNMENT.** You may not assign or transfer your rights under this Agreement without the prior written consent of MSD. MSD may assign all rights and liabilities under this Agreement to a subsidiary, affiliate or successor to all or a substantial part of its business and assets without your consent. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

17. DISPUTE RESOLUTION. Any controversy, claim or dispute arising out of or relating to the performance, construction, interpretation or enforcement of this Agreement, including disputes as to the scope of this clause, shall be first attempted to be resolved through good faith negotiations between the parties. If such efforts prove unsuccessful, all such controversies, claims or disputes shall be referred to mediation by a person appointed by the New Zealand Resolution Centre or its successor before taking any other action. Each party shall pay for all legal fees it incurred in connection with the determination and shall share equally in the costs of the determination.

18. GENERAL.

18.1 APPLICABLE LAW. This agreement is governed by and must be construed according to the laws applying in New Zealand and the parties submit to the non-exclusive jurisdiction of the courts in New Zealand. The parties agree that clause 17 does not prevent a party from seeking urgent interlocutory relief in the appropriate court.

18.3 SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such provision shall be reformed to as closely as possible approximate the intent of the parties and all other provisions shall remain in full force and effect.

18.4 WAIVER. MSD's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

18.6 ENTIRE AGREEMENT. This Agreement constitutes the parties' complete understanding and agreement with respect to the subject matter hereof.

18.7 FORCE MAJEURE. No party shall be liable for a failure or delay in performing any of its obligations under this Agreement if, but only to the extent that such failure or delay is due to causes beyond the reasonable control of the affected party, including (i) acts of God; (ii) fire, explosion, or unusually severe weather, pandemic or epidemic; (iii) war, invasion, riot or other civil unrest; (iv) governmental laws, orders, restrictions, actions, embargoes or blockages; (v) national or regional emergency; and provided that the party affected shall promptly notify the other of the force majeure condition and shall exert reasonable efforts to eliminate, cure or overcome any such causes and to resume performance of its obligations as soon as possible.