

Vets on Call CONTRACTOR VETS – TERMS OF USE FOR MOBILE APPLICATION AND BOOKING SERVICES

Welcome to Vets on Call (our “**Mobile Application**”). These terms and conditions (the “**Terms**”), together with the documents and Schedules referred to in the Terms, govern your use of the App, the associated web-based version (included in “**App**”) and the services provided through each.

Please ensure that you read them carefully and contact us with any questions before you use the App and our services. You can contact us at info@vetsoncall.pet. Please do not continue using the App if you do not agree to the Terms.

By using the App and/or otherwise using or accessing the services provided on through these applications, you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the App or the Booking Services.

1. ABOUT Vets on Call

- 1.1 The App is operated by Vets on Call PTY LTD (ACN 620 086 339) (“**we**” or “**us**” or “**VoC**”).
- 1.2 Access and use of the App is provided by VoC. VoC is based in Victoria, Australia and makes no claims that the App is appropriate to be used by visitors outside Australia.
- 1.3 VoC is a business that provides a simple software and online booking platform that enables you to arrange and schedule non-emergency face-to-face veterinary consultations (“**Consultations**”) required by pet owners registered on the VoC App (our “**Customers**”), and conducted by third party independent practising veterinarians (our “**Contractor Vet(s)**” or “**you**”) at the address nominated by Customers on their customer profile (together, the “**Booking Services**”).

2. INTELLECTUAL PROPERTY RIGHTS AND ACCESS TO THE APP

- 2.1 For the purposes of this clause, **Intellectual Property** means all intellectual property rights, including copyright, design, patent, trademark, semiconductor, circuit layout or plant breeder rights (whether registered, unregistered or applied for); trade, business, company or domain name; and know-how, inventions, processes, confidential information (whether in writing or recorded in any form); other proprietary rights arising from intellectual activity in the business, industrial, scientific or artistic fields.

The App

- 2.2 The App is protected by Intellectual Property laws. All information, text, images, graphics, logos, trade marks (whether registered or unregistered) and video (the “**Content**”) contained on this App is owned or licensed by VoC and remain the property of their respective owners.
- 2.3 Your use of the App and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to the App or the Content. However we grant you a non-exclusive, worldwide, non-transferrable licence to use the App and Content in accordance with these Terms.
- 2.4 The App is for your personal, commercial use in your capacity as a registered veterinarian. You may access and use the App (including any incidental copying that occurs as part of that use) in the normal manner for the purpose of VoC providing the Booking Services to you.

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- 2.5 You may also print one copy of any page within the App for your own personal, non-commercial use. All other use, copying, reproduction, modification or redistribution of the App, the Content or any part of it is strictly prohibited.
- 2.6 VoC may permit you from time to time to submit, upload, publish or otherwise make available to VoC through the App textual, audio and/or visual content and information, including commentary and feedback related to the Service. Any such content remains your property. However by posting or adding any content onto the App, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.
- 2.7 You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 2.8 You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 2.6 and 2.7.
- 2.9 You must not add any content to the App:
- a) unless you hold all necessary rights, licences and consents to do so;
 - b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - c) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - d) that would bring us, or the App, into disrepute; or
 - e) that infringes the intellectual property or other rights of any person.
- 2.10 You acknowledge and agree that:
- a) we retain complete editorial control over the App and may alter, amend or cease the operation of the App at any time in our sole discretion; and
 - b) the App will not operate on a continuous basis, and may be available from time to time (including for maintenance purposes).

Disclosure and ownership

- 2.11 You hereby irrevocably assign to VoC upon creation all Intellectual Property rights arising out of your use of the App or use of any part of the Booking Services. You acknowledge that, because of the assignments under this clause, VoC owns and will own all right, title and interest to such rights.
- 2.12 You will:
- a) Comply with any request by VoC to execute any document or take any step necessary to transfer ownership of the rights referred to above in clause 2.11, to VoC;
 - b) Deliver into the physical possession and control of VoC all material forms and embodiments (including those stored in electronic or similar media) of the rights referred to in clause 2.11;

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- c) Execute any documents and do all things reasonably requested by VoC to obtain, enforce or defend any right referred to in clause 2.11; and
- d) Not use or disclose any Intellectual Property rights except as required to use the App and/or Booking Services.

2.13 The obligations under this clause 2 survive the termination or expiry of these Terms.

3. THE BOOKING SERVICES

Your Account

3.1 You must register for an account on the App in order to access the Booking Services (the “**Account**”). You acknowledge and agree that VoC may (at its absolute discretion) refuse registration to use the Booking Services for any reason.

3.2 To create an Account, you must:

- a) Reside in Australia;
- b) Possess the legal right and ability to enter into a legally binding agreement with us;
- c) Be a fully licenced veterinarian in an Australian state or territory; and
- d) Agree and warrant using the App and Booking Services in accordance with these Terms.

3.3 In creating your Account, and as part of your continued use of the Booking Services:

- a) You will be required to provide personal information including your email address, name, postal address, bank account details, invoicing details including your Australian Business Number (an “**ABN**”), time and date availabilities to conduct Consultations, the option of receiving updates, promotional material and other information.
- b) You warrant that you are a fully licensed and practising veterinarian in good standing with the Veterinary Practitioners Board of your state and agree to comply with all the relevant veterinary state or territory laws, guidelines, policies and regulations. You must provide VoC with documentary evidence including:
 - i. Evidence of your veterinary qualifications (“**Veterinary Qualifications**”); and
 - ii. Evidence of your authorisation from the Veterinary Practitioners Board in your state or territory to practise as a veterinarian, which includes your registered veterinarian number (“**Veterinary Authorisation**”).
- c) You will be required to have a vehicle for your use in getting to and from Consultations.
- d) You will be required to have the medications and equipment listed in the VoC Veterinary Consultation Guide (the “**Medications and Equipment**”) to be used in conducting the Consultations. You have the choice to obtain the Medications and Equipment yourself, or have VoC supply these to you through our registered veterinarian, in a pack (the “**Vet Starter Pack**”). If

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you decide to purchase a Vet Starter Pack through our Veterinarian you acknowledge and agree:

- i. That the Vet Starter Pack will be available in the purchase options terms listed in **Schedule 1** of these Terms; and
 - ii. To the repayment terms outlined in **Schedule 2** of these Terms.
- 3.4 You agree to provide VoC with written notice of cancellation of any Veterinary Qualifications or Veterinary Authorisation.
- 3.5 You agree to provide VoC with proof of your Veterinary Authorisation annually on the anniversary of these Terms coming into force.
- 3.6 VoC retains a right to demand that you provide proof of your Veterinary Authorisation at any time and at its absolute discretion.
- 3.7 Where you do not have an ABN, we provide you the option of VoC obtaining this on your behalf in accordance with **Schedule 1** of these Terms. If you select this option, you:
 - i. Must provide to VoC all the information necessary to apply for an ABN;
 - ii. Acknowledge and agree that VoC may collect, hold and use your personal information for the purposes of disclosing that information to third party businesses nominated by VoC so as that business may process and lodge your ABN application, and that VoC will not be liable for any damages, charges or other occurrences that are connected to incorrect information you provide in relation to the application.
 - iii. Agree that VoC will provide you with a copy of the record of registration of your ABN within a reasonable time of it being available; and
 - iv. Acknowledge and agree that VoC does not provide or give any legal, financial or accounting advice.
- 3.8 You warrant that any information you give to VoC will always be accurate, correct and current, and will not be misleading, deceptive or fraudulent in any way.
- 3.9 Once you have created an Account, we will provide you with a username and password. You are responsible for keeping this username and password secure and are responsible for all use and activity carried out under this username. You agree to immediately notify VoC of any unauthorised use of your username and password or any breach of security of which you have become aware.
- 3.10 By creating an Account, you agree that VoC may send you informational text (SMS) messages as part of the normal business operation of your use of the Booking Services.

Consultations VoC will notify you of a new Consultation Booking (the "Consultation Booking") by sending an App notification and/or text to your nominated mobile number, which will notify you of the Consultation details including the Customer and the pet's name, address, contact number and the type of Consultation required, and prompt you to check these details.

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3.11 You acknowledge that once a Consultation Booking is received, the appointment is automatically added to your profile and you are expected to provide the service pursuant to these Terms.

3.12 You have the right to determine when and for how long you will utilise the App and/or our Booking Services, and to cancel Consultations using the App subject to the relevant VoC cancellation policies current at the time. Upon cancellation, VoC administration will be notified who reserve the right to track your cancellations and terminate your Account at any time if they deem you to have made too many cancellations.

4. CONDUCTING CONSULTATIONS

4.1 You agree to conduct Consultations personally on the dates and times listed on your Account, using only the Medications and Equipment and the VoC Veterinary Consultation Guide, although retaining sole and absolute discretion and judgement in the manner, method and means of performing your duties as a practising veterinarian.

4.2 If in your professional assessment, the Consultation requires medication that you do not have on you, or requires testing that you cannot conduct, you must submit the prescription through the App.

4.3 VoC is not liable for any expenses you incur in using the App to conduct Consultations, such as submitting prescriptions through the App.

5. FEES

The Consultation Fee

5.1 In consideration for conducting the Consultation, the Customer will pay you a fee for each Consultation you conduct (the “**Consultation Fee**”).

5.2 The terms for quoting the Consultation Fee, what is included in the Consultation Fee and the payment process of the Consultation Fee are set out in the VoC Customer Guide [[insert hyperlink to VoC Customer Guide](#)] and you agree to be bound by those terms. All prices include GST.

5.3 You acknowledge and agree that:

- a) VoC is not entitled to the Consultation Fee; and
- b) VoC can vary the Consultation Fee at any time, upon the provision of 30 days' notice in writing to you.

The Booking Fee

5.4 The Customer will pay VoC a separate fee each time they book a Consultation using the App and the Booking Services (the “**Booking Fee**”).

5.5 You acknowledge and agree that you are not entitled to the Booking Fee.

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Payment of Fees

- 5.6 You acknowledge and agree that the Consultation Fee and the Booking Fee will be paid by the Customers on the App using a third party online payment company, Stripe (“**Stripe**”) by way of credit or debit card.
- 5.7 You authorise VoC to hold the Consultation Fee on your behalf and release the Consultation Fee to your nominated bank account within 14 business days of you conducting the Consultation.

6. YOUR RELATIONSHIP WITH VoC AND THE CUSTOMERS

Your relationship with VoC

- 6.1 Your relationship with VoC is that of a principal and an independent contractor. This agreement does not constitute a contract of employment and nothing in this agreement constitutes or deems any of your employees to be employees of VoC.
- 6.2 Except with the prior written approval of VoC, you will not hold yourself out as being authorised to exercise any responsibilities for on or behalf of VoC other than as provided by this agreement, bind VoC to a contract, or create any liability against VoC in any way or for any purpose.
- 6.3 You have the right to determine when and for how long you will utilise the App and/or our Booking Services. You can cancel consultations, subject to the relevant cancellation policies current at the time.
- 6.4 Subject to clause 14, you have the discretion to undertake any other work, provide services or otherwise engage in other business or employment activities during and after your engagement with VoC.

Your relationship with the Customers

- 6.5 You acknowledge and agree that as an independent third party, by using our App and Booking Services to accept Consultation Requests, you are creating a direct veterinarian-client relationship between you and the Customer, to which VoC is not a party. You are liable to the Customer for your actions or inactions in relation to your provision of veterinary services to the patient.
- 6.6 You acknowledge and agree that VoC will facilitate contact between the Customer and yourself through the App, but has no obligations to become involved in or assist with any dispute that may arise between you and the Customer.

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7. COMPLIANCE WITH LAWS

- 7.1 You must comply, at your own cost and expense with all Acts, rules, regulations, codes and the requirements of any Commonwealth state and local government department bodies, and public authorities or other authority so far as these may affect or apply to you as a Contractor Vet using the App and its Booking Services.
- 7.2 You agree to indemnify Vets on Call from and against all actions, costs, charges, claims and demands in respect of any breach of clause 7.1 above.

8. PRIVACY

- 8.1 VoC takes your privacy seriously and any information provided through the use of the App and/or Booking Services is collected, used, disclosed and stored in accordance with the *Privacy Act 1988* (Cth). This includes information such as names, contact details, pet health records and browsing data related to VoC.
- 8.2 In the course of providing the Booking Services, VoC may collect personal information from visitors to its site. This may include the contact details and other personal information of users who sign up to VoC Booking Services. VoC may also collect browsing data by users. VoC will only use the information it has been given in accordance with the purpose for which it is collected, and will not share any personal or sensitive information about visitors to its site without the express written consent of its users.
- 8.3 VoC may share any information you have provided us with through your Account to a third party business for the purposes of VoC applying for an ABN on your behalf pursuant to clause 3.7 of these Terms.

9. TESTIMONIALS

- 9.1 Subject to privacy law obligations, any testimonials you upload on the App will be considered as having been voluntarily submitted for use by VoC and as non-confidential and non-proprietary information and VoC is free to use such information on the App and otherwise at its sole discretion, whether for commercial or non-commercial use.
- 9.2 You must indemnify VoC from and against all actions, costs, charges, claims and demands in respect of any testimonials you submit on the App.

10. WARRANTIES AND DISCLAIMERS

- 10.1 To the maximum extent permitted by law including the Australian Consumer Law, we make no warranties or representations about this App or its contents, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be interrupted or error-free or free from viruses, or that this App will be secure.
- 10.2 We reserve the right to restrict, suspend or terminate without notice, your access to the App or any of its contents or features, at any time without notice and we will not be responsible for any loss cost, damage or liability that may arise as a result.

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11. OUR LIABILITY

- 11.1 To the full extent permitted by law, VoC excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages that you may suffer as a result of your ability or inability to use the App. Subject to clauses 11.3 and 11.4 of these Terms, you are responsible for taking all precautions you believe necessary to protect you against any claim, damage or loss that may arise by virtue of your use of the App.
- 11.2 To the full extent permitted by law, VoC excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.
- 11.3 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
- a) in the case of goods:
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - b) in the case of services:
 - i. the supply of the services again; or
 - ii. the payment of the cost of having the services supplied again.
- 11.4 Nothing in these Terms purports to modify, exclude or limit the conditions, warranties and undertakings, and other legal rights, under the *Competition and Consumer Act 2010* (Cth) and other laws. Any other warranties or conditions which are not guaranteed by the Australian Consumer Law or the *Competition and Consumer Regulations 2010* are expressly excluded where permitted, including liability for incidental or consequential damages caused by breach of any express or implied warranty or condition.

12. INDEMNITY

- 12.1 You must indemnify VoC, its affiliates, employees, agents, contributors, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with:
- a) your use of the App or services or goods obtained through your use of the App;
 - b) your use of the Booking Services or services or goods obtained through your use of the Booking Services;
 - c) your breach of these of Terms;
 - d) your violation of the rights of any third party, including Customers; and
 - e) your provision of or your failure to provide any Consultation.

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13. TERMINATION

13.1 These Terms terminate automatically if, for any reason, we cease to operate the App or provide the Booking Services.

13.2 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

13.3 If your Account or these Terms are terminated, you may not without VoC's consent (at its absolute discretion) create (whether directly or indirectly) any further Accounts with VoC and we may terminate any other Accounts you register or operate with VoC.

14. NON-COMPETE

14.1 For a period of 12 months after your engagement as a Contractor Vet under these Terms, you must not, within Australia, be engaged as an employee, independent contractor, adviser or in any other capacity in any business which, in the reasonable opinion of VoC, is in competition with VoC in the business of providing an online booking service for on-demand, face-to-face veterinary consultations.

14.2 The obligations under this clause survive the termination (for whatever reason) or expiry of these Terms.

15. LINKED SITES

The App may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

16. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

16.1 While we use all reasonable attempts to ensure the accuracy and completeness of the information on the App, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on the App. You should monitor any changes to the information contained on the App.

16.2 We reserve the right to change, modify or add to the App (including these Terms) or the information, the Booking Services or any other services or products described in it without notice. Please check these terms periodically for changes. Your continued use of the App and the Booking Services following posting of changes to these terms signifies your acceptance of these changes.

17. JURISDICTION AND GOVERNING LAW

Your use of the App and these Terms are governed by the law of Victoria and you submit to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria.

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SCHEDULE 1 – Purchase Options and Purchase Terms

If you choose to purchase the Medications and Equipment in the Vet Starter Pack through VoC, you must choose between Purchase Option 1 and Purchase Option 2, and abide by the Purchase Terms, as set out below:

1 Purchase Options (inc GST)	
Purchase Option 1	
Vet Starter Pack:	\$1,917.08
2 Purchase Terms	
<p>Vet Starter Pack costs: You acknowledge and agree that the costs for the Vet Starter Pack may be changed at any time.</p> <p>Professional Indemnity Insurance: Once your Professional Indemnity Insurance application is accepted, you acknowledge and agree that You will be listed as a Contractor Vet insured under a Bulk Professional Indemnity Insurance Policy with a third party insurance provider nominated by VoC. You can cancel the policy in accordance to the relevant insurance provider’s cancellation terms current at the time</p> <p>Payment: You agree to repay the total cost of the Purchase Option you choose (the “Amount”) to VoC:</p> <ul style="list-style-type: none">• In one of the repayment options approved by VoC listed in Schedule 2; and• In accordance with the terms set out in Schedule 2. <p>Order of the Vet Starter Pack: You authorise VoC to order the Vet Starter Pack under your name. You acknowledge and agree that you are personally responsible and accountable for the storage and use of the medication and equipment in your capacity as a registered veterinarian and will comply with all relevant veterinary state laws, guidelines, policies and regulations.</p> <p>Delivery of Vet Starter Pack: You acknowledge and agree that VoC will organise delivery of the Vet Starter Pack to you in accordance with all relevant veterinary state laws, guidelines, policies and regulations directly to the nominated address on your VoC Account.</p> <p>Returns, refunds and cancellations: You acknowledge and agree that:</p> <ul style="list-style-type: none">• If these Terms or your engagement with VoC terminate, any unopened items in the Vet Starter Pack may be returned through VoC in accordance with the relevant return and refund policy current at the time;• The ABN application costs are non-refundable; and•	

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SCHEDULE 2 –Repayment Options and Terms

You agree to repay the Amount in the manner specified in this Schedule.

Amount	The total purchase cost defined as an “Amount” in Schedule 1.
Repayment Options	<p>VoC offers you the following options to repay the Amount:</p> <p><u>ONE-OFF PAYMENT</u> Option 1: The Amount will be direct debited from your nominated bank account or charged to your credit card on the date of purchase.</p> <p><u>INSTALMENT PLANS</u> You may apply for finance through our finance partner Max Finance to finance our starter pack purchase. Interest and loan terms are subject to Max Finance’s conditions.</p>
Direct Debit Request	By completing the bank account or credit card details when prompted by VoC on the App, you request and authorise VoC, until further notice in writing, to debit the nominated bank account or credit card, any amounts which VoC may debit or charge you (including any credit card merchant fees) in accordance with these terms and conditions. You warrant that, if the bank account or credit card details are those of a third party, you are authorised by the third party to provide their details for this purpose. Sufficient funds are to be available in the nominated account to meet the instalment payments.