

2. The terms of this Agreement set out the entire agreement between us for the supply to you of the services set out in our Pet Care Plan promotional literature, copies of which have been provided by us to you ("Services").
3. You should check the terms of this Agreement in detail before committing yourself to its terms. If you think there is any mistake in this Agreement or if you have any questions about it then you should contact us immediately and ask us to make any necessary amendments in writing. Once you sign this Agreement you will be bound by its terms.
4. If the terms on page 1 differ from the terms on this page then the terms on page 1 will prevail. This is to ensure that the terms written on the front sheet of this Agreement take precedence.
5. Our Pet Care Plan is designed to help you spread your vet costs in respect of the Services over a 12 month period by making monthly in advance payments to us.
6. Because your costs for the Services are spread over 12 months, this is a 12 month Agreement and you may not end this Agreement or stop paying the monthly payments other than at the end of a 12 month period. You can not carry over any unused portion to the next contract year.
7. You can however end your agreement by giving us written notice of your wish to terminate this Agreement at any time from 60 days prior to the anniversary of this Agreement, and notice shall be delivered personally, sent by trackable pre-paid first class post mail, or other next working day delivery service, commercial courier, fax, or e-mail. If this agreement is canceled within the 12 months, the signee will be subject to a \$40.00 early termination fee.
8. Unless you give us notice that you do not want to renew this Agreement as set out in clause 7 above, this Agreement will renew automatically for another 12 months.
9. The Services and Products contemplated by this Agreement must be used during the then current term of this Agreement. Any unused Services and Products will not roll over to a renewal term.
10. We have the right to terminate this Agreement at any time for any reason.
11. We are under no obligation to enter into this Agreement with you and any Agreement signed by you and delivered to us shall be considered an offer by you to commence your membership on the Effective Date set out on the previous page until such time as we issue you with a copy of this Agreement signed by us or we take the first monthly payment whichever is the earlier. At this time this Agreement will become binding on us.
12. You have a period of 7 days from the date on which you deliver your signed Agreement to us to withdraw your offer and your signed Agreement. If you do this, we shall refund to you any amounts which you have paid to us less the cost of treating your pet(s) to that date of or any administrative costs reasonably incurred by us.
13. The Services will only be provided and the Plan shall only apply in respect of the specific pet(s) named on page 1.
14. The Services will at all times be provided by us in accordance with the normal standards of veterinary care. However, we can only provide the Services pursuant to appointments which you make and it is your responsibility to make sure that you and the pet(s) covered by the Plan attend our practice for checkups in accordance with the Plan. We can also only provide the Services on the basis of the information which we have about your pet(s) and you must let us know about all relevant information concerning your pet(s) including details of their general health and well-being.
15. The monthly payments which you are required to make to us are set out on page 1.
16. The monthly payments will be collected by us or on our behalf by our nominated agent by in accordance with the instruction set out on page 1. The monthly payments will be collected monthly at any time following the date you sign this Agreement until such time as this Agreement expires or is terminated for whatever reason.
17. The monthly payments set out on page 1 are inclusive of sales tax and all other relevant taxes. Sales tax rates are liable to change however and so we reserve the right to increase the monthly payments to take account of increases in sales tax rates on notice to you.
18. The cost of supplying veterinary treatment can vary from time to time due to, for instance, fluctuations in the cost of vaccinations and drugs. We therefore reserve the right to vary the monthly payments.

19. There are instances in which your payment may be rejected by your bank or credit union. If this happens and we or our appointed agent are unable to collect a monthly payment from you, we reserve the right to charge interest to you at the rate of 4% above the base rate of the Federal Reserve and / or suspend the provision of Services and / or cancel this Agreement until such time as all arrears have been cleared.
20. Unless you rectify any non payment we shall also be entitled to claim damages from you and the starting point for the calculation of those damages will be the outstanding monthly payment due by you for the 12 month period. This represents our losses. If plan is canceled due to non payment and/or payment can not be collected, you are subject to a \$25.00 insufficient fund fee.
21. Where the payment is collected by a third party on our behalf you agree and acknowledge that the third party is not liable for the provision of the Services by us and you agree not to bring any claim of whatsoever nature against the third party.
22. There may be instances where we are unable to provide the Services for reasons beyond our reasonable control. Such circumstances include (but aren't limited to) the absence or illness of suitably qualified veterinary staff and/or where we have a shortage in the supply of necessary vaccinations or drugs. If we experience delays in the provision of the Services to you for reasons beyond our control, we will do what we reasonably can to minimize these delays and accommodate you and your pet with another appointment. However, we will not be liable to you for a failure to deliver the Services in these circumstances.
23. We reserve the right to transfer our rights under this Agreement to any other suitable person provided that we give notice to you but this contract is personal to you and the pet(s) named on page 1. You cannot transfer the benefit of this Agreement to any other person or transfer the pet(s) to which this Agreement relates without our prior written consent.
24. Except for you, us and any third party appointed by us for the purpose of administering the plan and collecting payments on our behalf, no person may derive any benefit from the terms of this Agreement.
25. If at any time during this Agreement either you or we decide to take no action against the other where the other has failed to comply with the terms of this Agreement that party shall not assume that the other will do the same on another occasion.
26. All notices given under the provisions of this Agreement must be in writing and shall be delivered personally, sent by trackable pre-paid first class post mail, or other next working day delivery service, commercial courier, fax, or e-mail.
27. We will hold and process your personal data in accordance with the Data Protection Act 1998 and shall ensure that any third party to whom we disclose your data for the purpose of administering the plan also processes your data pursuant to the Data Protection Act 1998 and the Privacy Policy set out below. In the course of the provision of the Services it may be necessary to provide your details to our agents, employees, group companies and other service providers and you hereby give us your authority for us to do so.
28. To the extent permitted by law, you hereby release us, our affiliates, employees, agents, and representatives from any and all liability, damage, loss, cost or expense incurred by you, whether or not due to the negligence or other acts or omissions of us.
29. If any tribunal or other competent authority decides that any of the provisions of this Agreement is or are invalid, unlawful or unenforceable to any extent, the term(s) will, to that extent only be severed from the remaining terms of this Agreement which will continue to operate to the fullest extent operated by law.
30. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia, exclusive of conflict or choice of law rules.
31. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Atlanta, Georgia before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

PRIVACY POLICY

The administrator of the Plan is Premier Vet Alliance (US) Limited. The Premier Vet Alliance (US) Limited takes your privacy and the protection of your personal data extremely seriously. All of your personal details and financial information will be processed by the Premier Vet Alliance (US) Limited in accordance with the Data Protection Act 1998.

Premier Vet Alliance (US) Limited will only use your personal data strictly for the purposes of administering the Plan and this will include the processing of data which it receives from your veterinary practice in connection with the Plan.

Unless you request otherwise, in addition to using your personal data for the purposes of administering the Plan, the Premier Vet Alliance (US) Limited may also use your personal data for the purposes of providing you with certain marketing information in relation to other products and services which it is able to offer to you and which it considers may be of interest to you.

You of course have a right to require the Premier Vet Alliance (US) Limited to stop using your personal information for any additional marketing reasons and if you would like the Premier Vet Alliance (US) Limited to stop using your information or you have any questions about the personal information which the Premier Vet Alliance (US) Limited retains in relation to you, you should write to the Data Protection Officer, Premier Vet Alliance LLC., 295 Crossville Road, Suite 740, Roswell, Georgia 30075.