

This is an important document.

Please read this document carefully and pay special attention to words in bold text.

Please contact us if you do not understand any part of this document.

BRAVE-PROTECT PET ACCIDENT BENEFIT

Bravecto Loyalty Members Terms and Conditions as approved by Dotsure Limited

Dated: 7 July 2025

1. THE PARTIES TO THIS LOYALTY BENEFIT PROGRAM

- 1.1 **'We', 'us' and 'our'** refer to Intervet Proprietary Limited trading as MSD Animal Health South Africa, the provider of the Benefit. Our physical address is 20 Spartan Road, Kempton Park, 1619, and our e-mail address is braveprotect@msd.com.
- 1.2 **'You', 'your', 'their' and 'customer'** refers to the Bravecto® Loyalty Member.

2. THIS IS A LEGAL CONTRACT

- 2.1 The terms and conditions set out in this document are a legal contract between us and you. They detail what you need to do in order to activate and claim Member Benefits.
- 2.2 Please read and understand what's included, what's not included, and what's expected from you to make use of the Member Benefit.

3. DEFINITIONS USED IN THIS DOCUMENT

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|-----|----------------------------------|--|
| 3.1 | Accidental Injury | any injury caused by an unforeseen and unintended event which results in physical harm to a Pet, but excludes the circumstances set out in clause 8 ; |
| 3.2 | Member Benefit Start Date | the first day of the month following the month in which the qualifying criteria set out in clause 4 have been met; |
| 3.3 | Bravecto® | the following Bravecto® products we manufacture: Bravecto® Chew, Bravecto® Spot-On and Bravecto® Plus; |
| 3.4 | Bravecto® Loyalty Member | any person who (i) resides in South Africa; (ii) is registered as a Bravecto® Loyalty Member on the Bravecto® Loyalty App; and (iii) qualifies as a Bravecto® Loyalty Member by meeting the qualifying criteria in clause 4; |
| 3.5 | Data Protection Laws | means any data protection or data privacy laws applicable in the Republic of South Africa from time to time, including but not limited to POPIA, the Promotion of Access to Information Act 2 of 2000, the Electronic Communications and Transactions Act 25 of 2002, the Consumer Protection Act 68 of 2008 and the Cybercrimes Act 19 of 2020; |
| 3.6 | Group | means and includes Intervet Proprietary Limited trading as MSD Animal Health South Africa and any other affiliated, associated and subsidiary companies from time to time of Intervet Proprietary Limited and/or its holding company; |
| 3.7 | Household | all persons and Pets whose primary residence is at the same address; |
| 3.8 | Member Benefit | the benefit we will provide to you, as set out in this document, in the event that a Pet (i) sustains an Accidental Injury within the borders of South Africa; and (ii) is treated for the Accidental Injury by a |

		veterinarian or veterinarian nurse who is registered with the South African Veterinary Council;
3.9	Member Claim	refers to a claim made by you to receive a Member Benefit in accordance with clause 10;
3.10	Month	the first day of the month to the last day of the same month;
3.11	Pet	means your domestic cat or dog which: • is at least 8 weeks old; and • belongs to you, and you are responsible for their day-to-day wellbeing;
3.12	Personal Information	means information relating to any person including but not limited to: (i) information relating to race, gender, sex, pregnancy, marital status, national ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (ii) information relating to the education or the medical, financial, criminal or employment history of the person; (iii) information relation to the financial affairs of the person; (iv) credit card details and transactional data; (v) any identifying number, symbol, email address, physical address, telephone number or other particular assignment to the person; (vi) biometric information about a person; (vii) personal opinions, views and preferences of a person; (viii) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (ix) the views or opinions of another individual about the person; (x) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person; and (xi) any other information which may be treated or defined as "personal information" in terms of any applicable laws, including the Data Protection Laws; and
3.13	Process	means to collect, receive, record, organise, collate, store, develop, retrieve, consult, use, disseminate or perform any other act or action including any other act or action which may be treated or defined as " processor " or " processing " in terms of any applicable laws (including Data Protection Laws). The word " Processed " shall have a corresponding meaning.

4. QUALIFYING CRITERIA

- 4.1 In order to qualify for the Member Benefit, you must:
- 4.1.1 reside in South Africa;
 - 4.1.2 download the Bravecto® Loyalty app;
 - 4.1.3 complete or confirm your personal details to create a profile;
 - 4.1.4 make at least one Bravecto® purchase at the time of registration or in the preceding month;
 - 4.1.5 receive a virtual stamp on your Bravecto® Loyalty and Rewards App as proof of purchase; and
 - 4.1.6 register for your Member Benefit on our website at [\[www.bravecto.co.za/brave-protect\]](http://www.bravecto.co.za/brave-protect), and accept these terms and conditions for the Member Benefit by clicking the "I accept" tick box next to the link to the terms and conditions.

- 4.2 Once you have complied with clause 4.1, you will be entitled to the Member Benefit for 3 months from the Member Benefit Start Date. **The Member Benefit will only be available to you for 3 (three) months following which you will need to make another Bravecto® purchase and receive a virtual stamp on your Bravecto® Loyalty app to continue the Benefit for a further 3 month period.**

The clause above limits and excludes obligations, liabilities and legal responsibilities which we may have towards you. It also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

- 4.3 Additional Bravecto® purchases during the same 3 month period will not grant you any additional or extended Member Benefits; in other words, your Member Benefit limit is fixed regardless of the amount of purchases you make within a particular 3 month period.

5. THE MEMBER BENEFITS

- 5.1 We provide the Member Benefit at no cost to you.

- 5.2 We will reimburse you for any veterinary expenses you incur for Accidental Injuries sustained by your Pets **up to a maximum of R5 000 (five thousand Rand) (incl. VAT) occurring during the 12 month period from the Member Benefit Start Date**, subject to the remainder of this clause 5 and the exclusions (clause 11).

- 5.3 **You are liable to settle the veterinary expenses, whereafter we will reimburse you as set out in this clause 5.**

- 5.4 **You are liable for the first R500 (five hundred Rand) including VAT of the veterinary expenses relating to a Claim, which will not be reimbursed by us. We will therefore only be liable to reimburse you for veterinary expenses which exceeds R500 (five hundred Rand) including VAT, up to a maximum amount of R5 000 (five thousand Rand) (incl. VAT) incurred during the 12 month period from the Member Benefit Start Date.**

- 5.5 **The R5 000 (five thousand Rand) (incl. VAT) limit is a cumulative limit, regardless of the number of Pets or Accidental Injuries. This means that we will never be liable for more than R5 000 (five thousand Rand) (incl. VAT) to you occurring during the 12 month period from the Member Benefit Start Date irrespective of how many Pets you have, or how many Accidental Injuries are sustained.**

The clauses above limit and exclude obligations, liabilities and legal responsibilities which we may have towards you. They also limit and exclude your rights and remedies and place various risks, liabilities, obligations and legal responsibilities on you.

6. WHEN THE MEMBER BENEFIT IS ACTIVATED

- 6.1 **You may claim the Member Benefit from the Member Benefit Start Date, provided you have met the Qualifying Criteria.**

The clause above limits and excludes obligations, liabilities and legal responsibilities which we may have towards you. It also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

- 6.2 You may not claim any Member Benefit if you have not complied with clause 4.1 at the time of the claim. For example, if you meet the Qualifying Criteria on 2 July or 31 July, your Member Benefit Start Date is 1 August and your benefit is effective for 3 months with an end date of 31 October in both instances. There will be no Member Benefit for any Claims presented before the Member Benefit Start Date or in a period in which you are not entitled to the Member Benefit in terms of clause 4.2.

7. WHO WE PAY

Claims will be settled by making payment directly into your bank account as provided on the Member Claim form.

8. WHAT THE MEMBER BENEFIT DOES NOT INCLUDE

The following is not included:

- 8.1 dishonest, fraudulent or deliberate acts committed by you, your employees, or members of your Households;
- 8.2 delay in the treatment of an injured pet which can lead to further injury and complications;
- 8.3 treatment of illnesses, for example, diabetes and cancer;
- 8.4 routine care such as dental check-ups and vaccinations;
- 8.5 ambulance fees and any other transport fees;
- 8.6 treatment of any pregnancy and related conditions;
- 8.7 euthanasia, burial, or cremation;
- 8.8 any treatments for conditions that present before the Member Benefit Start Date or during any period in which you are not entitled to the Member Benefit in terms of clause 4.2;
- 8.9 incidents that occurred or were treated outside the borders of South Africa;
- 8.10 any injuries caused to Pets while performing their duties in law enforcement or security roles, or laboratory testing or experimentation (working pets);
- 8.11 any treatments after the date that a Member's membership or term of the Benefit has ended in terms of clause 4.2;
- 8.12 veterinary expenses covered by an insurance policy, or where another person has agreed to cover the expenses (such as when their animal caused the injury);
- 8.13 any Accidental Injury caused by or attributable to negligence, recklessness, transgression of the law or intentional exposure to danger or any act of deliberate harm, abuse, or neglect of a Pet by the owner, a member of the Household, or any other person; and/or
- 8.14 any Accidental Injury caused or attributable to behavioural conditions, repetitive self-harming behaviour, or injuries caused by stress-related or compulsive actions (e.g. excessive licking, chewing, or scratching).

9. FRAUDULENT BEHAVIOUR

This clause limits and excludes obligations, liabilities and legal responsibilities which we may have towards you. It also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

- 9.1 **If you are found to be involved in fraudulent behaviour, we may cancel your Member Benefit immediately and you will lose your right to claim any Member Benefit.**
- 9.2 **Examples of fraudulent behaviour:** Submitting false information or documentation about a claim or exaggerating the amount of a claim.

10. HOW TO CLAIM THE MEMBER BENEFIT

- 10.1 Send us a completed Member Claim form, detailed invoice and proof of payment via braveprotect@msd.com no later than **30 (thirty) days** after the treatment date. The Member Claim form must be signed by you and the veterinarian. We may ask the veterinarian for further information or medical reports.
- 10.2 **A Member Claim prescribes 12 (twelve) months from the date of treatment, unless we cause the delay, or you have started legal action against us before then. If a Member Claim prescribes, it**

means you lose your right to Claim, and we are no longer legally responsible for reimbursing you.

The clause above limits and excludes obligations, liabilities and legal responsibilities which we may have towards you. It also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

11. HOW TO LOG A QUERY

- 11.1 For any queries about the Member Benefit, please contact us via braveprotect@msd.com.
- 11.2 If we do not accept a Member Claim or if you don't agree with the amount of the Member Claim that we reimburse you, you may ask us to review our decision within 30 (thirty) days of the date that you received our notice of the claim outcome.

12. YOUR PERSONAL INFORMATION

- 12.1 We will Process your Personal Information in accordance with our privacy policy, as made available by us from time to time, and which is accessible at <https://www.msdprivacy.com/za/en/> (the "Privacy Policy").
- 12.2 You hereby consent to the holding and Processing of any Personal Information relating to you and to the transfer of all or any part of the information that we hold relating to you within and outside South Africa in accordance with the Privacy Policy, as amended from time to time.
- 12.3 You specifically agree that:
 - 12.3.1 we, or anyone acting on our behalf, will be entitled to collect, process and further process your Personal Information for the purposes, and in the manner, set out in the Privacy Policy, these terms and conditions generally;
 - 12.3.2 we, or anyone acting on our behalf, will be entitled to retain and use your Personal Information as we may from time to time require for our legitimate business purposes;
 - 12.3.3 we, or anyone acting on our behalf, may transfer your Personal Information to any associated company or any other person, whether in South Africa or anywhere else in the world; and
 - 12.3.4 your Personal Information may be transferred within the Group.

13. FUTURE CHANGES TO THE MEMBER BENEFIT

- 13.1 **As far as the law allows, we may, acting reasonably, make changes to the Member Benefit at any time.** We will notify you of any such changes at least 30 days prior to the change being implemented. You have the right to reject the changes. **As far as the law allows, if you reject the changes, your Member Benefit will terminate from the date on which the changes are implemented.**
- 13.2 **As far as the law allows, we may terminate the Member Benefit at any time, on at least 3 months' notice to you.**

14. GENERAL

- 14.1 This document represents the entire agreement between us and you in relation to the Member Benefit.
- 14.2 No relaxation or indulgence which either party may give the other party at any time will prejudice or be treated as a waiver of any of that party's rights under this agreement.
- 14.3 You may not transfer your rights, duties, or both, in terms of this agreement to any third party.
- 14.4 This Agreement shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

- 14.5 As far as the law allows, you and we consent to the non-exclusive jurisdiction of the Magistrate's Court having jurisdiction notwithstanding that the amount of the Member Claim or the nature of the relief sought may exceed the jurisdiction of that court.
- 14.6 Each of the terms in this agreement, and each part of any term, shall be separate and divisible from the others. To the extent that any such term or any part of such term becomes unenforceable for any reason whatsoever, then that term, or part thereof, shall, to the extent that it is unlawful, invalid or unenforceable, be severed from this agreement and treated as if it had not been written, without affecting the validity or enforceability of the remainder of that term of the remainder of this agreement.

15. SERVICE OF LEGAL DOCUMENTS AND DELIVERY OF NOTICES

15.1 From you to us

- 15.1.1 You must serve any legal notices on us at our physical address set out in clause 1.1. This address is known in law as our "*domicilium citandi et executandi*".
- 15.1.2 You may send us Member Benefit queries, or notices in terms of this agreement, at our address or e-mail address set out in clause 1.1.

15.2 From us to you

- 15.2.1 We must serve any legal notices on you at the physical address you provided on the Bravecto® Loyalty and Rewards App. This address is known in law as your "*domicilium citandi et executandi*".
- 15.2.2 As far as the law allows, we may send you notices in terms of this Agreement, at any address or e-mail address you provided on the Bravecto® Loyalty and Rewards App.
- 15.3 As far as the law allows, any notice required to be given by either party to the other shall be considered properly given if sent by prepaid registered post or e-mail to the respective address of the other party as described in clauses 15.1 and 15.2 (as the case may be). If a notice is sent by prepaid registered post, it will be treated as having been received on the 7th day after posting. If a notice is sent by e-mail it will be treated as having been received on the day it was sent.
- 15.4 Either party may change any of its addresses for this purpose by written notice to the other party. Any change will only be effective on the 7th day after the notice is treated as having been received.
- 15.5 A written notice or communication actually received by a party will be treated as sufficient even if it was not sent to that party's chosen address.

16. CONSUMER PROTECTION ACT

If this document and/or the Member Benefit is regulated by or subject to the Consumer Protection Act, 68 of 2008 ("**CPA**") it is not intended that any provision of this document contravenes any provision of the CPA. Therefore, all provisions of this document must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA are complied with.

The Member Benefit is not in any manner an insurance benefit but is a loyalty benefit available to Members at no cost to you.