

## 1. USE OF ZOETIS SERVICES

### Acceptance by you of these terms

- 1.1 Your use of Zoetis' ("Zoetis" or "us") websites, web pages, products and services, including all discussions, chats, postings, bulletin boards and the like facilitated by us through such sites or otherwise ("Zoetis Services") is subject to these terms of use.
- 1.2 You must not use a Zoetis Service if you do not agree to these terms. You accept these terms by clicking 'I agree' or 'I accept' or similar where that option is presented to you. Otherwise, we will treat your use of a Zoetis Service as acceptance of these terms.
- 1.3 If you are a minor, you must obtain the consent of your parent or guardian to these terms before you use a Zoetis Service.
- 1.4 The Zoetis Services are for residents of Australia only. In some countries, receipt of a Zoetis Service may not be lawful. If you are subject to the laws of such a country, you must not use a Zoetis Service.

### Application of these terms

- 1.5 Additional specific terms of use may apply to particular Zoetis Services from time to time and we will indicate this on the web pages relevant to the particular Zoetis Service. To the extent of any inconsistency between those specific terms and these terms, those specific terms will prevail.
- 1.6 Also, where a Zoetis Service is provided by a third party platform or service (such as Facebook), that third party's terms will apply to your use of the Zoetis Service. To the extent of any inconsistency between those third party terms and these terms, those third party terms will prevail.

### Your use

- 1.7 You must only use a Zoetis Service in accordance with these terms and as permitted by applicable laws.

### Provide honest and true information

- 1.8 If you provide us with any information about yourself as part of a registration process or otherwise as part of your use of a Zoetis Service, you must ensure that it is correct, accurate and up-to-date.

## 2. INFORMATION THAT WE PROVIDE TO YOU

### Information provided by a Zoetis Service is only of a general nature

- 2.1 Information on a Zoetis Service is provided for informational and educational purposes. That information is not a substitute for professional health or other advice. Always seek the advice of or consult a health or other appropriate professional before relying on any information provided on a Zoetis Service.

### Not Medical or Professional Advice

- 2.2 A Zoetis Service may, from time to time, contain information relating to various health and medical conditions and their treatment. That information is not medical or professional advice and should not be relied on by any particular individual or for any specific purpose. Any medical or health questions should be referred to a health care professional. If in doubt, please seek medical or professional advice.

### **Forward Looking Statements**

- 2.3 The Zoetis Services may contain forward looking statements that are subject to risks and uncertainties that might cause actual results to differ from those foreseen, including risks detailed in Zoetis' reports filed with the Securities and Exchange Commission (the "SEC"), including the most recently filed report with the SEC.

### **Links: No Endorsement**

- 2.4 Certain links on a Zoetis Service may lead to third party content and we provide such links merely for our users' convenience. We are not responsible for the content of any such referenced web sites or for the availability of access to such web sites. Provision of any link to another web site on a Zoetis Service, or any reference to any product or service by trade name, trade mark, manufacturer, or otherwise, does not constitute or imply an endorsement or recommendation by us. Access to other sites via those links is at your own risk, and we disclaim all liability with regard to your access to such linked sites. We recommend that you review the terms of use and privacy policies of those sites prior to using such sites or providing any of your personal information through such sites.

### **Accuracy and timeliness of Information**

- 2.5 Zoetis Services may provide you with content authored by us and, in addition, with content that is authored by third parties. Zoetis uses reasonable efforts to ensure that information that it provides is accurate and up to date. However, you acknowledge that information provided by third parties may not be easy to differentiate from content provided by us. That third party information may be incorrect and out of date and you must take particular care with it. To the extent permitted by law, we do not make any warranties or representations as to the accuracy of any of information on a Zoetis Service. TO THE EXTENT PERMITTED BY LAW, NEITHER ZOETIS NOR ANY OF ITS AFFILIATES ASSUME ANY LIABILITY OR RESPONSIBILITY FOR, OR MAKE ANY WARRANTIES OR REPRESENTATIONS AS TO THE RELIABILITY, ACCURACY, VALIDITY, TIMELINESS, USEFULNESS OR COMPLETENESS OF ANY INFORMATION ON A ZOETIS SERVICE.

## **3. YOUR USE OF THE ZOETIS SERVICES**

### **Social media rules**

- 3.1 If the Zoetis Service that you are using allows postings, has a bulletin board or chat facility or is a social media portal or otherwise allows you to submit or display content, you must adhere to the following rules, so that you and our other visitors can enjoy the service or social media portal:
- i. **Be Yourself.** Do not attempt to impersonate any other party or disguise the source of the information you submit.
  - ii. **Use Caution and Common Sense.** Safeguard Privacy. Always use caution and common sense when using the Internet. Avoid providing or soliciting personal information that could be used to identify, track, contact or impersonate you or another person.
  - iii. **Respect the Privacy and Choices of Others.** Before you upload anything or tag someone, make sure you have the permission of every person included as well as the parent or guardian of anyone under 18 who is included.
  - iv. **Be Kind and Respectful of Others.** Do not defame, libel, ridicule, mock, disparage, threaten, harass, intimidate, abuse, bully, trick, defraud or mislead other users. Do not make any offensive or

inappropriate comments that are connected to race, religion, social class, ethnicity, national origin, gender, gender identity, sexual orientation, disability or otherwise.

- v. **Inappropriate Content May Be Taken Down.** Do not post or transmit any unlawful, threatening, libellous, defamatory, obscene, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability or would otherwise violate the law or another person's rights or that is otherwise objectionable. Such inappropriate content (as determined by us) is unwelcome and may be removed without notice. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting inappropriate content or materials.
- vi. **Only Post What is Yours.** Only post comments, photographs, videos and other content if the owner of the relevant rights in and to the content, including the right to grant us a licence for all uses of the content, consents to it.
- vii. **Don't Play Doctor or Vet.** Refrain from sharing your or someone else's medical information. Please do not attempt to provide medical advice on the social media portal. Medical questions should be addressed to your doctor, vet or other licensed health care provider.
- viii. **Adverse Events.** If you report an adverse event involving one of our products, please be aware that we have internal and external reporting obligations and we might need to ask for details from you to meet these reporting requirements.
- ix. **Understand You are Granting Zoetis Rights to Use the Content You Post.** By posting content, you grant us an irrevocable, perpetual, non-exclusive, fully-paid, sub-licensable worldwide license to use that content for any purpose, including marketing and promotion of our goods and services from time to time. This includes a right to remove, modify, edit, crop, highlight and/or republish your content. You consent to all acts and omissions by us or any of our related entity or licensees which would otherwise infringe your moral rights and you agree not to assert any such moral or other rights and, if you are not the author of the contents, you warrant that you have obtained the author's consent to all such acts and omissions.
- x. **We Are Not Responsible for User Content and Links.** We do not necessarily endorse and are not responsible for the photos, videos, links (or content linked to), comments, references (including reference to particular people), opinions, claims, advice or other content shared on the social media portal by any visitor.

3.2 We reserve all of our rights against any user of any of a Zoetis Service who violates any of these terms.

#### **Don't use a Zoetis Service for a commercial purpose**

- 3.3 You may only use materials on a Zoetis Service for personal and non-commercial use and as otherwise permitted by law. You may not distribute, modify, transmit, reuse, sell, trade, reframe, repost or use those materials for any public or commercial purposes, without our express written permission or as otherwise permitted by law. All copyright and other proprietary notices contained in or on those materials must be preserved and retained.
- 3.4 Images of people or places displayed on a Zoetis Service are either the property of, or used with permission by, Zoetis. The use of these images by you is strictly prohibited. Unauthorised use of the images may violate copyright, trade mark, privacy and/or publicity laws as well as other applicable laws or regulations.

### **Competitions and promotions**

- 3.5 If you enter a competition or a promotion, you assign to us all intellectual property rights subsisting in or relating to the entry (and must do all things necessary to evidence and perfect that assignment). You irrevocably consent to us using your likeness, image and voice in any media for perpetuity and without any payment to you in relation to the promotion of any product manufactured, distributed or supplied by us. In relation to such use and the entry, you irrevocably consent to all acts and omissions by us or any of our affiliates or licensees that would otherwise infringe your moral rights and you agree not to assert any such moral rights against us.

### **Accounts, passwords and user IDs**

- 3.6 If you have an online account with us you must keep your username and password confidential to you. You are responsible for all usage or activity on a Zoetis Service via your account, whether it is your own usage or activity or that of a third party. You must report any actual or suspected unauthorised use of your account to us. If we disable your account, you may be unable to use a Zoetis Service or content contained in your account.

### **Review of Online Communications**

- 3.7 Although we may, from time to time, monitor or review the discussions, chats, postings, transmissions, bulletin boards and the like provided on a Zoetis Service, we are under no obligation to do so and assume no responsibility or liability arising from same nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information provided on a Zoetis Service. We assume no responsibility for checking information posted in discussions, chats, transmissions, bulletin boards or the like on a Zoetis Service for accuracy.

### **Editorial Policy**

- 3.8 We reserve the right to alter or delete material on a Zoetis Service at any time.

### **Limitations on Access**

- 3.9 Except as otherwise expressly permitted by us, any access or attempt to access other areas of our computer system or other information contained on the system for any purpose is strictly prohibited. You must only access a Zoetis Service through the interface provided by us or, in the case of a social media interface of a third party, through that party's proper social media portal (which access must be in accordance with that party's applicable terms of use). You agree that you will not use any robot, spider, other automatic or manual process or device to "screen scrape", monitor "mine", or copy web pages on or from any of a Zoetis Service or the content contained therein without our express written permission. You will not spam any other user of a Zoetis Service for any reason. You agree that you will not use any devices, software or routine to interfere or attempt to interfere with the proper working of any of a Zoetis Service. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You may not use framing techniques to enclose any Zoetis trademark, logo, trade name or other proprietary information, including images, frames, content or layout/design found on any page of any of a Zoetis Service without our express written consent. You must not reverse engineer or decompile any Zoetis Service comprising software. You must not attempt to do any of the things prohibited by this paragraph.

## **4. PRIVACY**

### **Respecting your privacy**

- 4.1 We understand that the privacy and confidentiality of your personal information is important to you. That is why we are committed to safeguarding the personal information you provide to us. Our intention is to use the personal information about you to make your dealings with us better suited to your needs.

### **Unsubscribing from electronic communications from us**

- 4.2 If you decide that you no longer want to receive electronic direct marketing from us, you may unsubscribe by clicking on the unsubscribe link contained on the communication.

### **What information does Zoetis collect?**

- 4.3 We may collect personal information about you through our interactions with you and from third parties (such as our affiliates, publicly available information from our own records and when permitted by law). What we collect depends on the nature of our interaction. For example, we may collect personal information about you when you send us an email, provide content or when you are prompted and you provide personal information via a Zoetis Service. We may keep a record of, for example, your name, contact details (i.e. address, telephone number, etc), your personal interests and opinions and, when collecting personal information for business purposes, your professional details (e.g. qualifications, speciality, areas of interest) as well as details on your practice/business (e.g. size, use of products) and details of your dealings with us.

### **What happens if I do not provide personal information?**

- 4.4 If you do not provide your personal information, you may not be able to fully use a Zoetis Service.

### **Information about other people**

- 4.5 If you provide personal information about other people to us, you must tell that person that you are providing their personal information to us, obtain their consent and inform them that we can be contacted for further information.

### **How does Zoetis use personal information and to whom does Zoetis disclose it?**

- 4.6 We will use personal information collected about you for the purposes for which it is collected, to provide and promote our goods and services to you and for the following purposes:
- i. for maintaining a record of medical queries, complaints and adverse event or adverse reaction reports relating to our products and reporting these to relevant regulatory bodies, such as the Therapeutic Goods Administration, as may be required;
  - ii. to provide health products or services (including advice) that have been requested by you;
  - iii. for sending you material on our activities and products or developments in pharmaceutical treatments that Zoetis believes may be of interest to you and tailoring marketing services to suit your needs;
  - iv. for administering conferences, symposia, expert panels, seminars or other similar programs organised by us, which you agree to participate in or be involved with;
  - v. for administering disease awareness/management programs or other similar programs organised by us, which you agree to participate in or be involved with;
  - vi. to involve vets/doctors/investigators (and people who assist them) in clinical trials;

- vii.to comply with legal obligations such as notifying you of matters that we may be required by law to notify you of (e.g. product recalls);
- viii.for managing, planning and arranging meetings between you and our sales representatives;
- ix.for monitoring and reviewing our compliance with relevant regulations and codes of conduct in our dealings with you and monitoring the quality, safety and efficacy of our products; and
- x.for generating customer lists for the purposes of market research.

4.7 We may transfer or disclose your personal information to the following parties ("Third Parties") for the following purposes:

- i.our affiliates within or outside of Australia;
- ii.parties within or outside of Australia to help Zoetis improve its products and services;
- iii.regulatory authorities, within or outside of Australia, and ethics committees as part of a clinical trial evaluation, monitoring or inspection process;
- iv.third party service providers to permit them to provide services such as provision of infrastructure, IT services, data analysis, email delivery services, customer services and other similar services; and/or
- v.other parties as permitted or required by law or as we believe to be appropriate: (a) to enforce these terms; (b) to protect our operation or those of any of our affiliates; (c) to protect our rights, privacy, safety, confidentiality, reputation or property and/or that of our affiliates, you or others; (d) to prevent fraud or cyber crime; (e) to obtain legal advice; (f) to permit us to pursue available remedies or limit the damages that we may sustain; and (g) to identify any user who provides content on a Zoetis Service or otherwise uses a Zoetis Service that is unlawful or is otherwise in violation of the law or these terms.

4.8 We may also transfer personal information in connection with a merger or sale involving all or part of Zoetis or as part of a corporate reorganisation or share sale or other change in corporate control. Generally, we require that organisations outside Zoetis, who handle or obtain personal information as service providers to Zoetis, acknowledge the confidentiality of this information, undertake to respect an individual's right to privacy and comply with applicable data protection laws and these terms. However, we are not responsible for the privacy or security practices of Third Parties. The collection and use of your information by Third Parties may be subject to separate privacy and security policies.

4.9 In using and storing your personal information and/or in disclosing your personal information to the Third Parties or otherwise providing any of the Third Parties with access to your personal information, we may be required to transfer your personal information to jurisdictions other than the jurisdiction in which you reside.

### **Security of personal information**

4.10 We will take all reasonable steps to protect the personal information that we hold from misuse, loss, or unauthorised access.

4.11 While we endeavour to keep personal information secure and confidential, we will not be responsible for any breach of security caused by third parties and do not represent that the Zoetis Services are completely secure.

### **What do we do with personal information when it is no longer needed?**

4.12 We will destroy or de-identify personal information that is no longer needed for the purposes for which it was collected. If we are no longer permitted or required by law to retain it, we will use secure methods to destroy or de-identify the information.

#### **Is the personal information up-to-date?**

4.13 We endeavour to make sure that the personal information which it holds is accurate, complete and up to date. If we are notified that the information that we hold is not accurate, complete or up to date, we will take steps to validate the information and ensure that it is corrected.

#### **Access to personal information**

4.14 In most circumstances we allow individuals to access the personal information we hold about them. However, access may be denied where we are permitted or required by law to deny access to such information.

4.15 If we refuse to provide you with access to your personal information, we will provide you with reasons for the refusal.

#### **Cookies**

4.16 Like many website operators, we may use standard technology called cookies on Zoetis Services. Cookies are small data files that are downloaded onto your computer when you visit a particular website. Cookies help provide additional functionality to the site or help us analyse site usage more accurately. For instance, our server may set a cookie that keeps you from having to enter a password more than once during a visit to one of our sites. In all cases in which cookies are used, the cookie will not collect personal information except with your explicit permission. You can disable cookies by turning them off in your browser. However, some Zoetis Services may not function properly if you do so.

#### **IP Addresses**

4.17 An IP (internet protocol) address is a number that is automatically assigned to your computer by your internet service provider when you log on. We may collect and use IP addresses to identify individuals who may threaten or risk harming our Zoetis Services, web pages, services or customers.

#### **Clickstream**

4.18 A 'clickstream' or 'clickstream data' reflect the specific web pages visited by an individual user and importantly, the manner or traffic pattern by which a user moves from one web page to another. We track this information on certain Zoetis Services to understand user habits and personalise the Zoetis Service.

#### **What if you have an enquiry about privacy?**

4.19 If you have any questions or enquiries relating to our privacy practices or procedures, including requests for access to personal information, or if you believe that the personal information that Zoetis holds about you is incorrect, incomplete or inaccurate, you may contact the Zoetis Privacy Officer in writing at:

i. E-mail: [animalhealth.privacyANZ@zoetis.com](mailto:animalhealth.privacyANZ@zoetis.com)

ii. Postal address: Zoetis Privacy Officer, Level 6, 5 Rider Boulevard, Rhodes NSW 2138 Australia

## **5. LIABILITY**

### **Your responsibility**

5.1 You are solely responsible for your use of a Zoetis Service and for any breach of these terms by you. If you breach these terms, you will be responsible for the consequences, including in relation to any affected third party.

### **Use at your own risk**

5.2 Your access to and use of a Zoetis Service, and any content provided by a Zoetis Service, is at your own risk. The internet is not secure and we cannot guarantee that a Zoetis Service will be available or fault or virus free.

### **Our liability to you**

5.3 Except for liability that cannot by law be excluded, we will not be liable for any damages (including, without limitation, direct, incidental, consequential, indirect or punitive loss or damages, or damages resulting from lost profits, lost data or business interruption) arising out of your access to, use of, or inability to access or use, a Zoetis Service or any errors or omissions in or related to a Zoetis Service. This includes damages to or viruses that may infect your computer equipment.

5.4 Without limiting paragraph 5.3, except for liability that cannot by law be excluded, we exclude all liability (whether in contract, tort (including negligence) and otherwise) for personal injury and any other loss or damage, whether direct or indirect, arising out of:

- i. reliance by you on the information provided on a Zoetis Service;
- ii. any technical issue with a Zoetis Service, such as an interruption, defect or error; and
- iii. theft, unauthorised access to or corruption of data or third party interference.

### **Exclusion of warranties**

5.5 Nothing in these terms limits, excludes or modifies any statutory guarantee or implied terms that mandatorily apply to a Zoetis Service. To the extent permitted by law, we do not guarantee or warrant that files available for download from a Zoetis Service will be free of infection from viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Without limiting the foregoing, and to the extent permitted by law, everything on a Zoetis Service is provided to you "AS IS" without terms, warranties or guarantees of any kind, either express or implied, including, but not limited to terms, warranties or guarantees of acceptable quality, fitness for a particular purpose or non-infringement

### **Permitted limitation**

5.6 Where a consumer guarantee applies to a Zoetis Service which may not lawfully be excluded, then to the maximum extent permitted by law, our liability for breach of the guarantee will at our option be limited to the supply of the Zoetis Service again, or the payment of the cost of having the Zoetis Service supplied again.

### **Indemnification**

5.7 You agree to indemnify, defend and hold harmless Zoetis, its officers, directors, employees, agents, suppliers and third party partners from and against all losses, expenses, damages and costs, including reasonable legal costs, resulting from any violation by you of these terms, or any activity



related to your Zoetis account (including negligent or wrongful conduct) by you or any other person accessing a Zoetis Service using your Zoetis account or password.

## **6.CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

### **Your rights**

6.1 Apart from the licences granted under paragraph 3.1.9 and paragraph 3.5, we obtain no right, title or interest from you or your licensors under these terms to any content that you submit, post, transmit or display on a Zoetis Service or any intellectual property rights subsisting in or relating to same, in respect of which you are responsible.

### **Confidentiality**

6.2 Apart from personal information (in respect of which, please see section 4 above), any communication or material that you transmit to, or post on, a Zoetis Service or to us by electronic mail or otherwise, including but not limited to, any data, questions, comments, suggestions or the like is, and will be treated as non-confidential and nonproprietary information. We, or any of our affiliates, may use such communication or material for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and further posting. Zoetis and its affiliates are free to use any ideas, concepts, know-how or techniques contained in any communication or material you send to a Zoetis Service for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products.

### **Trade marks**

6.3 The trade marks, brand names, logos and related tag-lines and service marks displayed on any a Zoetis Service in respect of our products or services (collectively, the "Trade Marks"), whether or not appearing in large print or with the trade mark symbol (®), may be registered and unregistered trade marks of Zoetis Inc, its affiliates, related companies or its licensors or joint venture partners. Our Trade Marks, page headers, custom graphics, button icons and scripts, service marks, trade dress may not be copied, in whole or in part, without our prior written permission. You acknowledge that the Trade Marks used and displayed on a Zoetis Service are and shall remain the sole property of us or the owner of the Trade Marks. Nothing contained on a Zoetis Service should be construed as granting, by implication, estoppel or otherwise, any license or right in and to the Trade Marks without the express written permission of Zoetis or the owner of the Trade Marks. Your misuse of the Trade Marks, except as provided in these terms, is strictly prohibited. You are advised that we will aggressively enforce our intellectual property rights in relation to a Zoetis Service and the content on a Zoetis Service to the fullest extent of the law.

### **Copyright and the Zoetis Services generally**

6.4 Generally, information on a Zoetis Service will be owned by or licensed to us. We grant you the right to access and view the text, graphics, audio, design, images, charts and other content on a Zoetis Service that is owned or licensed to us (the "Zoetis Content") solely for your personal, non-commercial use. We may revoke such privilege at any time with or without notice for any reason or no reason. Any and all Zoetis Content, software and other rights owned or licensed to us that subsist in a Zoetis Service (collectively, "Works") are, as between you and us, our intellectual property. All rights reserved. Other than the limited grant of access to and viewing of the Zoetis Content for your personal, non-commercial use, we grant you no other privileges or rights in any of the Works. You acknowledge that any other use of the Works, including without limitation, reproduction, modification, distribution, transmission, republication, display, or performance, without our prior written permission, is strictly prohibited.

## **7. GENERAL LEGAL TERMS**

### **Termination**

7.1 We may terminate these terms in relation to you at any time by notice to you.

### **Void Where Prohibited**

7.2 Although the information on a Zoetis Service is accessible worldwide, not all products or services discussed in a Zoetis Service are available to all persons or in all geographic locations or jurisdictions. We reserve the right to limit provision of our products or services to any person, geographic region or jurisdiction and/or to limit the quantities of any products or services we provide. Any offer for any product or service made in the materials on a Zoetis Service is void where prohibited.

### **Modifications and discontinuance**

7.3 We may modify and discontinue Zoetis Services from time to time.

7.4 We may modify these terms at any time and we will notify you of the modifications at this website [www.zoetis.com.au/termsfuse](http://www.zoetis.com.au/termsfuse). You accept the modified terms by clicking 'I agree' or 'I accept' or similar where that option is presented to you and otherwise, we will treat your continued use of a Zoetis Service, once you have been notified of the modified terms, as acceptance of the modified terms.

### **No waiver**

7.5 If we do not act in relation to a breach of these terms by you, our right to do so is not waived in relation to that breach or to subsequent and similar breaches.

### **Entire agreement and severability**

7.6 These terms together with any other agreement that may be entered into by you and Zoetis in connection with a specific product or service of Zoetis, constitute the entire agreement between you and Zoetis and supersede any and all other agreements, representations and understandings, whether written or oral. If any clause or provision set forth in these terms is determined to be illegal, invalid or unenforceable under present or future law, then, you understand and agree that the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of all remaining clauses or provisions.

### **Governing Law**

7.7 These terms and your use of a Zoetis Service and any products and services provided by a Zoetis Service shall be governed by the laws of New South Wales, Australia. The headings used in these terms are for convenience only and such headings are not to be used in determining the meaning or interpretation of these terms.



Phone: (02) 8876 0395

Fax: (02) 8876 0098

Postal address: Privacy Officer / Legal Department

Zoetis Australia Pty Ltd

Zoetis Australia Research & Manufacturing Pty Ltd

Zoetis New Zealand Limited

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