

Terms and Conditions

Welcome

Welcome to Pawfect Pass, a health and wellness membership program for pet parents, administered, managed and distributed by OneDegree Hong Kong Limited (“the Company”, “we”, “our” “OneDegree”). Pawfect Pass provides you and your pet(s) access to products and services provided by selected pet service providers (“Benefits”). You can find those products and services on our Pawfect Pass website (“the Website”), and the instruction to redeeming the Benefits on the email sent to you upon successful registration (“Confirmation Email”)

The following terms and conditions set out the rules governing Pawfect Pass (“Terms”). By joining Pawfect Pass, you are deemed to have read, fully understood and agreed to abide by these Terms. If you do not agree to these Terms, do not join Pawfect Pass, or use or receive any Benefits supplied to you.

If you do not understand these Terms or have any questions, please email us at care@onedegree.hk. We are here to assist you.

As we seek to continue to improve Pawfect Pass, we may change these Terms from time to time at our sole discretion. Such changes are effective upon the posting of the updated Terms on the Website.

Please note that Pawfect Pass is a membership program and not an insurance product.

1 Becoming a Pawfect Pass Member

1.1 Who can sign up

You must meet the following criteria before you can apply to join Pawfect Pass:

- a) you are a natural person (and not a company or trust or any other non- natural legal person)
- b) you are at least 18 years old
- c) you are a cat or a dog owner
- d) you meet all of the other criteria or conditions that we may impose from time to time

1.2 How to sign up

You may apply to join Pawfect Pass through our website. If we accept your application, we will inform you by email (the "Confirmation Email"). We reserve the right to accept or refuse your application, to the extent permitted by applicable law.

1.3 Entitlement of membership

1.3.1 You shall be entitled to the membership only upon successful registration and payment. You are not allowed to share your membership with other person(s). The order reference ID provided on the Confirmation Email ("Reference ID") shall be the unique identifier of your membership, and you shall claim all the Benefits with this Reference ID (if applicable).

1.3.2 The membership belongs to you instead of your pet(s). Subject to the availability and terms and conditions of the Benefit provider, multiple pets may enjoy the Benefits under the same of your membership. You must provide proof or information, including but not limited to veterinary or microchipping records, requested by the Company or the Benefit provider regarding your ownership on the multiple pets.

1.4 Membership fees and status

1.4.1 The current membership fees and the available membership statuses are stated [here](#). If your membership is accepted, you will find details about the membership you are subscribed to at the Confirmation Email.

1.4.2 The membership fee is non-refundable except as expressly set forth in these Terms.

1.5 Membership term

Each membership term lasts for one year. Your membership will be renewed upon we received your notice.

1.6 Payment

Your membership fees will be due to be paid annually.

1.7 Termination by you

1.7.1 You may terminate your Pawfect Pass membership by notifying us through email at care@onedegree.hk

1.7.2 Upon the receipt of your notification, your membership will last till the end of the current billing cycle and you will not be billed in the following billing cycle. You will not be refunded for the unused portion if you terminate the membership during the membership term.

1.7.3 It would take 5 days to proceed with your request. You are advised to notify us as soon as you have decided not to renew your membership.

1.8 Termination by OneDegree

- 1.8.1 We may unilaterally terminate your membership. If we terminate your membership because we consider that (a) your use of the Benefits materially breaches these Terms or any applicable law or (b) you fraudulently use or misuse the Benefits, we will not give any refund.
- 1.8.2 If we terminate your membership for any other reason, we will refund you for the unused portion of your membership fees on a pro rata basis.

2 Benefits

2.1 Entitlement to benefits

- 2.1.1 Pawfect Pass offers a range of Benefits to its members and their pet(s), such as access to health and wellness products ("Products") and services ("Services"). We have the sole discretion in determining your entitlement to any of the Benefits. You may check the details of your entitlement at the Confirmation Email.
- 2.1.2 The party providing the Benefits may be us or any of our designated partners ("Partners") and each Benefit may be subject to further terms and conditions. If you choose to use a Benefit, you will be bound by the additional terms and conditions applicable to that Benefit. If there are any inconsistencies between these Terms and those additional terms and conditions, the latter shall prevail.
- 2.1.3 We can, at any time, withdraw, suspend or amend any of the Benefits at our sole discretion, with or without notice.
- 2.1.4 If a Benefit is only available during a specific membership term, you must use it within that term and it may not be carried over to the next term.

3 Using your membership

3.1 Claiming Benefits

You can view and claim the Benefits that you are entitled to by following the instructions on the Confirmation Email or in our communications to you.

3.2 You may need to pay or enter into a contract for Products or Services

- 3.2.1 In order to claim certain Benefits and use certain Products or Services, you may need to make a payment in addition to your Pawfect Pass membership fees (if any). For example, in some circumstances you might need to pay for the Service directly to the Partner notwithstanding you have paid any Pawfect Pass membership fees. You can check the relevant information on the Confirmation Email and/or our Partners' websites and such information will be communicated to you before you choose to use the Benefits, Products or Services.
- 3.2.2 In some circumstances, you may be required to enter into a contract with our Partner to claim certain Benefits or use certain Products or Services. We will not be a party to any contract between you and our Partner, and we will have no liability in connection with that contract.

3.3 Providing information to us and our Partners

- 3.3.1 You must provide your Confirmation Email and other information requested by us and our Partners in order to claim your Benefits.
- 3.3.2 You must answer all our and our Partners' questions honestly and ensure that all information you provide is true, complete, accurate and not misleading. You must provide us and our Partners with

all information that might be relevant to the Benefits, Products or Services before you use them.

3.3.3 If you do not provide the information that we or any of our Partners require, you will not be able to use the Products or Services or receive the Benefits.

3.3.4 You may be required to provide certain information online. No data transmission over the internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information which you transmit online whether via our website or our Partners' websites. Any information which you provide via the internet is provided at your own risk.

3.4 Benefits may not be available

Some Products or Services may not be available at all times or in some locations or to certain age groups. We will not be responsible for any Products or Services not being available to you and/or your pet(s).

3.5 Use at your own risk

You use the Products or Services at your own risk. You should read the terms and conditions provided by the respective Partner carefully, and must use your best endeavours to ensure your and/or your pet's own safety while using the Products or Services and to avoid harm to yourself and/or your pet(s).

3.6 Seek independent advice

3.6.1 Pawfect Pass is a membership program. We are not responsible for any medical advice you received within your membership. When in doubt, you should consult a second opinion or the appropriate professionals independent of Pawfect Pass in relation to your and/or your pet's circumstances.

3.6.2 Information and materials provided to you on the Website may not be based on the most recent findings or developments and are not specifically tailored for any particular person and/or pet(s). There could be health and wellness research that could render the information provided by or through us or our Partners obsolete or in other ways not applicable.

3.7 Use by others

3.7.1 Your membership to Pawfect Pass is for your personal use only and is not transferrable.

3.7.2 You shall use your Reference ID as the unique identifier to register with our service providers (if applicable), and you shall only register once with each of the service provider.

3.7.3 Some Partners might allow you to use the Products or Services on multiple pet(s), for details, you should refer to the terms and conditions of the respective Product or Service.

3.7.4 You shall only use the Products and Services on your own pet(s). Any reselling of Products or Services are prohibited. If we discovered any reselling of the Products or Services, we reserve the right to terminate your membership without refund.

3.8 Using your membership responsibly

You must not use your membership for illegal purposes, in any manner that is inappropriate, likely to offend others or fraudulent. We may take steps to verify the responsible use of your membership.

3.9 No warranty

We make no express or implied representation or warranty regarding the completeness, accuracy, reliability, suitability or currency of the information provided by us or our Partners through the

Website.

3.10 No exchange for cash

The Benefits and the membership have no cash value and cannot be exchanged for cash.

3.11 Important note about the providers of Products and Services

3.11.1 The providers of Products and/or Services (the “Providers”) are not employees, contractors or agents of the Company, nor are we an agent for the Providers.

3.11.2 We do not therefore make any guarantees or representations regarding the skills and/or the outcome or quality of the Services performed by the Providers. We do not endorse or recommend the services of any particular Provider. Any reference on the Website or at the premises of a Provider to the Company’s verifications indicates only that the Provider is a registered Provider, and is not an endorsement, certification or guarantee by the Company. We do not guarantee that the Providers will attend any of the scheduled appointments on time or at all. You should exercise due diligence and caution when deciding to hire Providers.

3.11.3 In terms of the provision of Products and Services by Providers and all other related matters, you contract directly with the Providers, and their contractual rights are governed by the contractual terms between you and them and by applicable laws.

3.12 Disputes with Providers

If you have a dispute with a Provider, you should address such dispute with the Provider directly. You hereby agree to release the Company (and our officers, directors, affiliates, employees and agents) from any damages or claims (including consequential and incidental damages) of every kind or nature, suspected and unsuspected, known and unknown, and disclosed or undisclosed, arising out of or in any way connected with such dispute.

3.13 Information provided to us

3.13.1 Upon registering on the Website, you will be prompted to disclose certain information about yourself. Some of the information provided will be shared with the Providers. For more information on our use of your information, please refer to our Personal Information Collection Statement (“PICS”).

3.13.2 You might be required to register with Providers to redeem some Products or Services. The Provider might ask you for your personal information and you should refer to its PICS on how it would collect and handle your personal information.

3.13.3 You should ensure the information provide to us is accurate, current and truthful to the best of your knowledge.

3.13.4 By providing the information to the Company you expressly request and expressly consent to being contacted by us and by Providers via phone, email, mail, text (SMS) messaging, or other reasonable means, at any of your contact numbers or addresses, in order that the Company may perform its role of connecting you with Providers, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your use of the Pawfect Pass and our business, including marketing related emails.

3.13.5 To knowingly input false information, including but not limited to name, phone number, address or e-mail address is a very serious and fraudulent matter that could result in significant costs and damages including invasion of privacy rights, to the Company and its Providers, as well as the loss of time, effort and expense responding to and pursuing such false information and request, and further,

could result in regulatory fines and penalties. Accordingly, the Company reserves all rights to penalize users for providing falsified information, and/or to require these users to pay for the actual, direct, punitive and consequential damages, and any regulatory or judicial fines or penalties that may arise from such intentional, misleading, harmful and fraudulent activity, plus reasonable legal fees, cost and expenses relating thereto, whichever is greater.

3.14 Contact with you

3.14.1 SMS Messaging

You agree that the Company and its Providers may send you informational text (SMS or Whatsapp) messages as part of the normal business practice of the Company. These text (SMS or Whatsapp) messages shall not be used for marketing purposes. You may choose to opt-out of receiving text (SMS) messages from the Company at any time by contacting the Company at care@onedegree.hk. You acknowledge that by opting out of receiving text (SMS or WhatsApp) messages from the Company and its Providers, your use of the Benefits may be impacted.

3.14.2 Email

Likewise, you agree that the Company and its Providers may send you emails as part of the normal business practice of the Company. These emails may be used as part of the normal business practice of the Company, including but not limited to, marketing, relationship communications and transactional confirmations. Users can choose to opt-out of receiving marketing emails. For more information, please refer to our Privacy Policy.

3.15 Dispute resolution assistance

While we cannot guarantee the work performed by a listed Provider, and while we have no obligation to you with regard to your relationship with a Provider, the Company may, upon your request, provide limited assistance in resolving disputes between you and a Provider. You must participate and use good faith efforts to resolve problems through the Company resolution process. Such limited assistance in no way nullifies the release and indemnification described in these Terms.

3.16 Intellectual property rights

3.16.1 All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively, "Proprietary Material") that users see or read through the Website is owned by the Company. Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. The Company owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the Copyright Ordinance of Hong Kong SAR, Chapter 528 of the Laws of Hong Kong SAR (the "Ordinance"), where practicable as amended. The Proprietary Material is protected by domestic and international laws of copyright, patents, and other proprietary rights and laws.

3.16.2 Users may not copy, download, use, redesign, reconfigure, or retransmit anything from the Website without the Company's express prior written consent and, if applicable, the holder of the rights to the user generated content. Any use of such Proprietary Material, other than as permitted herein, is expressly prohibited without the prior permission of the Company and, if applicable, the holder of the rights to the user generated content.

3.16.3 The service marks and trademarks of Company, including without limitation the Company and the Company logos are service marks owned by the Company. Any other trademarks, service marks,

logos and/or trade names appearing via the Website are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

3.17 Providers pre-screening procedures and disclaimers

While the Company takes certain steps to verify the identity of Providers, such verification is based on the information provided to us by Providers. Thus, we cannot confirm that Providers are who they claim to be and, we cannot and do not assume any responsibility for the accuracy or reliability of the identity or background check or any information provided by Providers themselves.

DISCLAIMER: THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE SCREENING PROCESS, PROCEDURE, OR INFORMATION OBTAINED OR PRESENT IN THE SCREENING PROCESS OR DISCLOSURES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SCREENING OR VERIFICATION PROCEDURES OR STANDARDS ARE SUFFICIENT OR THAT THE INFORMATION RECEIVED IN THESE SCREENING OR VERIFICATION PROCEDURES IS ACCURATE, TIMELY OR ERROR FREE.

3.18 Website content

The Company provides content relating to the services offered by Providers in the Website. Such contents are provided "as-is", without any warranties or representations, and you assume all liability and responsibility for your use of such articles. You understand and agree that the articles do not provide advice, and that such articles are no substitute for the advice of a professional.

3.19 Exemption and limitation of liability

3.19.1 We do not accept any liability with respect to the quality of any work performed by the Providers, and shall not be liable for any damages and losses directly and indirectly caused by our Providers.

3.19.2 Our liability under this Terms shall be limited to the amount of membership fee you have paid according to clause 1.4.

4 Governing law and jurisdiction

These Terms are governed by and shall be construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The Hong Kong courts are to have non-exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with these Terms for which purpose each party agrees to submit to the jurisdiction of the courts of the Hong Kong.