



PEGASUS CARE PLAN

TERMS & CONDITONS

A SERVICE PROVIDED BY



LEGACY
PET CREMATORIUM

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Pegasus Equine Care Plan

Subscription Terms

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1. Introduction

Welcome to Legacy's Pegasus Equine Care Plan! These are the subscription terms of our relationship with you. They cover any transactions where we provide subscription services to you. Under these terms:

- **we** are the service provider – Legacy Pet Crematorium (Pty) Ltd (Registration number: 2013/101002/07), also known as Legacy; and
- **you** are the customer – someone who uses our subscription services.

No one likes service providers who throw legal jargon in their customers' faces to try and wash their hands of all wrongdoing – that's not fair. We try our best to tell you where our responsibility ends and yours begins in a clear, concise, and understandable way. For this reason, we've written these terms in plain language. Please contact us if anything doesn't make sense or you want us to explain it better.

An order is a separate document or form that contains the commercial terms of each specific subscription plan and incorporates these terms.

2. Description of services

We provide wellness and cremation services for horses on a subscription basis. The Pegasus Equine Care Plan is made up of a bundle of services which includes paybacks on prescribed wellness services (currently for farrier and dental services) and the collection of the deceased horses' body, whole horse cremation and the return of the cremated remains of the horse to either your vet, home or stables (currently Gauteng & Western Cape only).

3. Agreement

3.1. Composition. The agreement consists of these subscription terms and any orders or any other specific terms applicable to the services.

3.2 Definitions. In the agreement:

authorised user means a user in your employ or with whom you are otherwise in a contractual relationship who you have assigned credentials to or otherwise sanctioned to use the services;

billing cycle means the length of time between your last billing date and the next;

business day means any day other than a Saturday, Sunday, or holiday (including a public or bank holiday) in the jurisdiction where we are organised;

business hours means our normal business hours on business days;

credentials means a unique username and password that has been assigned to an authorised user;

day means a day counted from midnight to midnight, including all days of the month, Saturdays, Sundays, and public holidays;

effective date means the date at which you sign up for our services;

equine means a horse, whether pure breed or otherwise, which is inclusive of other members, such as but not limited to ponies, of the horse family and must be read as being interchangeable with "horse";

equine lifestyle plan, subscription plan, or plan means wellness paybacks on selected equine wellness services (currently farrier and dental services), the collection of the deceased equine body, within a 75km radius of the Gauteng branch of Legacy Pet Crematorium situated at 191 Homestead Road, Kya Sands or Western Cape branch of Legacy Pet Crematorium situated at 10 Rochester Road, Philippi; the cremation of the equine body, and the return of the equine's cremated remains to you;

microchip means passive transponder electronic devices that are easily implanted into the equine's nuchal ligament;

payment method means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party;

responsible party means the person or organisation that determines the purpose ('why') and means ('how') of processing personal information alone or in conjunction with others, although it is more important that they determine why to process the personal information than how, and those related to it;

service means the services provided under your equine cremation plan;

sign means the handwritten signature or an electronic signature that the parties agree to use, of each of the parties' duly authorised representatives; and

subscription fee means the recurring monthly fee that you must pay in exchange for our services.

we, us, or our means the service provider;

writing means the reproduction of information or data in physical form or any mode of reproducing information or data in electronic form that the parties agree to use, but excludes information or data in the form of email; and

you or your means our customer.

3.3. Interpretation. The following rules apply to the interpretation of the agreement:

- **reference headings** – clause and subclause headings are for reference only and do not affect interpretation;
- **non-exhaustive lists** – whenever a clause lists specific examples or items following a listing word, such as ‘including’, ‘includes’, ‘excluding’, or ‘excludes’, they will not limit its scope;
- **undefined words or phrases** – all words or phrases that the agreement does not define have their ordinary English meanings;
- **enactment references** – references to any enactment include it as re-enacted, amended, or extended;
- **person references** – references to a person includes a natural and juristic person;
- **party references** – references to a party includes their successors or permitted assigns;
- **number of days** – when any number of days is prescribed, the first day will be excluded and the last day included;
- **no interpretation against the draftsman** – the rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply; and
- **time calculations** – the parties will use GMT +2 to calculate any times.

3.4. Departure. These terms apply to all our customers and are not open to negotiation for reasons of consistency.

3.5. Conflict. If there is a conflict of meaning between these terms and any word or phrase in an order or other specific terms, the meaning in the order or specific terms will prevail in respect of the relevant services.

4. Commencement

4.1. When these terms start. These terms start whenever you accept them by:

- **doing so explicitly** – such as by checking a checkbox saying that you do or agreeing to an order that incorporates them by reference; or
- exercising any rights granted to you under the agreement; and continue until terminated or cancelled.

5. Registration

5.1. General. You must be at least 18 years of age to subscribe to our service.

5.2. Microchip number. To redeem any benefits associated with your subscription, we require your horse to have a microchip number. If your horse does not have a chip, we will provide your nominated veterinarian with one free of charge.

6. Renewal

6.1. Automatic renewal. The agreement will continue automatically from the end of the billing cycle for an automatic renewal period of one calendar month.

7. Orders

7.1 Placing orders. You place orders with us whenever you order or start using the services.

These orders are offers to us to subscribe and use our services and receive related discounts.

- 7.2. Capacity and authority.** You promise that you have the legal capacity and authority to enter into the agreement.
- 7.3. Invitation to do business.** Marketing is merely an invitation to do business and we only conclude the agreement when we actually provide the services to you. This happens when we accept your offer.
- 7.4. Cancellations.** We may cancel any order, but we will refund any money you have paid in relation to that particular order if we do.
- 7.5. Time and place.** We conclude the agreement when we accept the order and where we are domiciled when we do.
- 7.6. Separate agreements.** Each order is a separate agreement, but you are deemed to have breached all of them if you breach one of them.

8. Services

- 8.1. Right.** We grant you a right to use the services subject to the following limitations:
- **duration of agreement** – you may only use the services for the duration of the agreement;
 - **limited to terms** – you may only use the services according to these terms;
 - **non-transferable** – you may not transfer the right to anyone else; and
 - **specified purposes** – you may only use the services for the specified purposes that we've communicated to you in writing from time to time.
- 8.2. Breach.** We may suspend or cancel your right if you breach the agreement.

9. Pegasus Equine Care Plan

- 9.1. Basis.** You agree that our records are undisputed evidence of the services provided to you.
- 9.2. Access conditions.** We will only provide service access to you or your authorised users (where you are a juristic person) on the conditions that you or each one of them will:
- accurately provide us with any information that we ask for on registration or account creation;
 - ensure your equine has a microchip number to access subscription benefits;
 - create or have the necessary credentials (such as a username and password) assigned to them on registration or account creation;
 - look after their credentials and not give them to anyone else;
 - abide by the agreement and any policies that we communicate to them in writing.
- 9.3. Plans.** We offer equine wellness plans that include services offered by third parties chosen by you and in conjunction with the provision of their own products and services. We are not responsible for the products or services provided by such third parties. Some plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you. You can find specific details regarding our plans in the order or by visiting www.legacyvet.co.za/pegasus
- 9.4. Service territory limitations.** Services will only be available within 75km radius from

our cremation facilities where this service is offered. Said facilities can be viewed on our website at www.legacypet.co.za/contact (excluding KwaZulu Natal).

- 9.5. Communal cremation.** Our communal cremation service includes equine body collection and drop-off by Legacy Pet Crematorium. The maximum round-trip distance for the transportation of the deceased equine is 150 kilometers. The equine cremation takes place at our pet crematorium facility located in Kya Sands, Gauteng, and Philippi, Western Cape, South Africa and is subject to a 4-month waiting period, which means that the cremation benefit only becomes active after 4 successful and consecutive monthly subscriptions have been collected.
- 9.6. Discounts.** We may offer you benefits as part of your subscription plan. These benefits will be specified in the order and generally include farrier and wellness paybacks that you may claim as per the agreement. Claims must be submitted to pegasus@legacypet.co.za
- 9.7. Availability.** We will do our best to make the services available at all times, however we cannot guarantee that they will always be available.
- 9.8. Owner Responsibility.** In the event of the death or euthanasia of your horse which is on the Pegasus Equine Care Plan, you must:

1. as soon as practicable, and at your own expense, arrange for a veterinary surgeon to confirm the identity of the horse by way of the microchip number linked to that horse and the cause of death (or in the case of euthanasia, the reason why euthanasia was necessary). Also, a post-mortem may be required. The cost of the post-mortem – if requested - must be met by you.
2. as soon as possible, notify us and complete a cremation claim form. We will send this to you. You must also provide full details of what has happened and provide any other information that we may require.
3. In the event of any unforeseen and/or unauthorized destruction of your horse (by way of attack, accident or negligence), you must notify us as soon as possible. In the case of an attack leading to death, we will require the police reference number, so ensure you have this available. Failure to obtain and provide a crime reference will affect your cremation benefit payable from the Legacy Pegasus Care Plan.

Legacy Pet Crematorium reserves the right to refuse payment for the cremation from the Legacy Equine Care Plan cremation benefit should there be sufficient evidence that the death of the horse enrolled on the Plan could have been prevented by way of veterinary treatment or a greater level of care prior to death.

If you fail to comply with any of the above, we may choose not to pay your cremation claim from the Pegasus Care Plan subscription benefit. You must at all times cooperate with us and our representatives in the investigation and adjustment of any cremation benefit.

10. Your data

- 10.1. Definition.** Your data is any data belonging to you that:

- you (or any third party on your behalf) provide to us; or
- we generate, process, or supply to you in providing the services; which may or may not include personal information but excludes any derived data that we create for our own purposes, or which is proprietary or confidential to us or our third party contractors.

10.2. You own it. You own all your data, but you give us a right to use it to provide the services when you provide us with access to it.

10.3. We do not own it. We do not own any of your data. However, we do own our derived data. Your data does not include any derived data that we create for our own internal purposes. Derived data is any of our own data that we create from your data, such as through aggregation, de-identification, or anonymisation.

10.4. Responsibility. We take the protection of your data very seriously and will always do our best to protect it, including our best to:

- comply with all relevant laws that affect your data, including data protection, retention, and destruction laws;
- comply with any of your policies or procedures relating to your data that you communicate to us timeously in writing;
- have due regard to leading industry information security management codes of practice, where appropriate;
- not sell, dispose of, or encumber any of your data or try to do any of those things;
- be able to identify any of your data separately from any other data under our control; and
- not disclose any personal information from your data, other than in terms of the agreement

10.5. Subcontracting. Subcontracting involves engaging a subcontractor outside our organisation to do work as part of providing the services. We may subcontract work involving your data, provided that:

- we do so only through a written agreement with the subcontractor which imposes the same obligations on them as are imposed on us; and
- we remain fully liable for any processing of your data under the agreement by our subcontractor.

10.6. Location. Your data will remain wherever we place it initially, unless we have to transfer it to another country to comply with our obligations to you. You consent to us transferring it to our group of companies, associated companies, service providers, or agents who may be located in other countries for the purpose of providing the services to the extent that the applicable law allows. We will otherwise ask for and get your consent before doing so to the extent that applicable law requires.

11. Our data

We may use our derived data together with analytics software and other technologies to optimise our offering to you and other customers.

12. Confidential information

12.1. Definition. Confidential information is any information that the parties share with one another in terms of this agreement with the intention that the other party should keep it secret, such

as personal information, business records, or customer details.

12.2. Responsibilities. Each party will keep any confidential information it receives from the other party under the agreement confidential and the receiving party will:

- protect the other party's interests;
- only use it to comply with their responsibilities under the agreement;
- only give it to their employees or agents that need it (and only as much as they need);
- use reasonable security procedures to make sure their employees or agents keep it confidential;
- get promises of confidentiality from those employees or agents who need access to the information;
- not reveal the information to anyone else; and
- not use it for any purpose other than under this agreement.

12.3. End of agreement. At the end of the agreement, the parties will continue to keep all confidential information confidential. Upon request by the parties, the parties will give back to the other all confidential information of the other that they have at the end of the agreement, unless:

- the other party agrees that they may destroy or retain it instead; or
- it is lawfully in the public domain;
- someone else who is allowed to reveal it gives it to them;
- someone gives it to them to comply with a court order or other legal duty.

12.4. Indemnity. Each party indemnifies the other against any loss or damage that the other may suffer because of a breach of this clause by a party or its employees or agents.

12.5. Survival. This clause about confidential information is separate from the rest of this agreement and remains valid for five years after the end of this agreement.

13. Data protection

13.1. Purpose. This section clarifies the relationship between the parties in terms of applicable data protection laws, which includes any relevant data protection laws together with any national implementing laws and other related laws agreed between the parties in writing from time to time.

13.2. Application. This section applies to any personal information that we process on your behalf. Personal information means any information about a living human being or existing organisation (as applicable data protection laws require), provided that someone is capable of identifying them from that information.

13.3. Processing instructions. We may only process the personal information:

- on your documented instructions; and
- to the extent that providing the services related to the processing activities requires us to.

13.4. Measure guarantees. We guarantee that we will implement appropriate technical and organisational measures to:

- meet applicable data protection laws' requirements; and
- protect the data subject's rights.

13.5. Data security. We will implement appropriate technical and organisational security measures to make sure that the level of security is appropriate to the risks to the personal information in terms of applicable data protection laws, taking into account the:

- state of the art (being the most recent level of development of technology of security measures at that particular time);
- implementation costs;
- processing nature, scope, context and purposes; and
- varying risks to people's rights and freedoms in terms of the likelihood and severity.

13.6. Authorised persons confidentiality. We will make sure that our personnel processes your personal information in accordance with our privacy policy.

14. Incident response

14.1. Incident notification. We will notify you after becoming aware of a personal information incident without undue delay, provided that the incident has a material impact on the personal information processing that we are doing on your behalf.

14.2. Incident scope. A personal information incident means:

- a complaint or request regarding the exercise of a data subject's rights under applicable data protection laws;
- an investigation into or personal data seizure by government officials, or a specific indication that such an investigation or seizure is imminent;
- any unauthorised, accidental or otherwise unlawful personal information processing;
- any breach of security or confidentiality in terms of this agreement leading to confirmed or possible risks to the personal information; or
- where implementing an instruction received from responsible party would violate applicable laws to which responsible party or processor are subject, in the opinion of processor.

14.3. Incident notification requirements. Any incident notification will contain the following information to assist you in fulfilling your obligations under applicable data protection laws:

- a description of the nature of the incident, including where possible the categories and approximate number of data subjects and personal information records concerned;
- the name and contact details of our contact point where the responsible party can obtain more information;
- a description of the likely consequences of the incident; and
- a description of the measures we have taken or propose to take to address the incident including, measures to mitigate its possible adverse effects where appropriate.

15. Billing

15.1. Debit order authorisation. You authorise us or our nominated third-party service provider to draw against your payment method the sum of money stipulated in the relevant order, on the first working day of each month. This being the amount necessary for the settlement of your monthly subscription. All withdrawals from your account by us may be treated as though they had been signed by you personally. You agree to pay any bank charges relating to your debit order instruction. This authority

may be cancelled immediately by giving us notice in writing. You understand that you will not be entitled to any refund of amounts that we may have withdrawn whilst this authority was in force if such amounts were legally owing to us.

- 15.2. Payment method.** To use our services, you must provide us with one or more payment methods. You authorise us to charge any of your payment methods in case one of your payment methods is declined or is no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your plan, we may suspend your access to the services until we have successfully charged a valid payment method. For some payment methods, the issuer may charge you certain fees, such as fees relating to the processing of your payment method.
- 15.3. Updating your payment methods.** You can update your payment methods by sending an email to pegasus@legacypet.co.za. We may also update your payment methods using information provided by the payment service providers. Following any update, you authorise us to continue to charge the applicable payment methods.
- 15.4. Billing cycle.** The subscription fee for our services and any other charges you may incur in connection with your plan, such as taxes and possible transaction fees, will be charged to your payment method on the specific payment date indicated on your order and profile page. Your billing cycle will be monthly. In some cases, your payment date may change, for example if your payment method has not successfully settled, when you change your subscription plan or if your plan began on a day not contained in a given month. We may authorise your payment method in anticipation of subscription plan or service-related charges through various methods, including authorising it for up to approximately one month of service as soon as you register.
- 15.5. Payment.** We will debit your nominated bank account on the first working day of each calendar month the sum of services and any other charges relating to the services rendered by us to you as more fully described in the order, You may not withhold payment of any amount due to us for any reason.
- 15.6. Fee increase.** We may increase the plan's fees once during each successive period of 12 calendar months calculated from the effective date, subject to 14 calendar days' prior written notice to you (where practicable) and not in excess of the consumer price index plus 2% as published by Statistics South Africa. This may be necessary due to the fact that the cremation cost is significantly affected by the Rand fuel price.
- 15.7. Late payments.** Additional charges agreed between the parties in writing apply to any payment we receive after the due date and you must pay them to us on demand. We may stop providing any services until you have paid all amounts due.
- 15.8. Appropriation.** We may use any money you pay us to settle your indebtedness under the agreement, despite any particular reason you may have paid it to us. In the event that you are in arrears for your previous month's payment, we reserve the right to double debit you the following month.

15.9. Certificate. We may appoint an accountant to sign a certificate that will be proof of the amount due by you and the date on which it is payable.

15.10. Tax. All fees exclude any tax (unless indicated otherwise). You will be liable to pay applicable taxes in addition to the fees.

15.11. Changes to subscription fees. We may change our subscription plans and the price of our services from time to time. However, any price changes or changes to your subscription plans will apply no earlier than 30 calendar days following notice to you.

15.12. Payment profile. We may provide any registered credit bureau with information about your payment of amounts.

15.13. Electronic billing and notices. You will receive invoices and notices under this agreement electronically by email to the email address that you provided on the cover page.

16. Our warranties

16.1. Service warranties. We warrant that we will:

- employ enough trained personnel with the knowledge and expertise to provide the services;
- use reasonable efforts consistent with prevailing industry standards to maintain the services; and
- provide the services in accordance with all applicable laws.

16.2. General warranties. We warrant further that we:

- have the legal right and authority to perform our obligations under the agreement; and
- will not intentionally introduce any malicious software into your systems.

17. Disclaimer of warranties

17.1. Disclaimer. You use the services at your own risk, and we disclaim all other warranties to the extent allowed by applicable law. We are not liable for any defect that you cause or a third party causes.

17.2. Exclusion of liability. Despite our warranties, we are not liable for any defects that your negligence, failure to follow our instructions, or misuse causes.

18. Your warranties

18.1. Agreement warranties. You warrant that:

- no one has induced you to enter into the agreement by any prior representations, warranties, or guarantees; and
- you are not breaching any other agreement by entering into the agreement.

18.2. Indemnity. You indemnify us against any claim for damages by any third party resulting from a breach of your warranties, including all legal costs. Legal costs mean the costs that a lawyer may recover from their client for their disbursements and professional services if permissible under applicable law.

19. Limitation of liability

19.1. Direct damages limited. We are not liable for any direct damages, to the extent that applicable law allows. Where we are liable in terms of applicable law, we will only be liable up to an amount equal to the subscription fees that you have already paid us in the preceding calendar month.

19.2. Indirect damages excluded. We are not liable for any other damages or losses that the services may cause you.

19.3. Your default. We are not liable for any damage or loss that your breach, misrepresentation, or mistake causes.

19.4. Survival. This clause about limitation of liability is separate from the rest of the agreement and remains valid after the end of the agreement to the extent allowed by applicable law.

20. Breach and termination

20.1. Breach. If either party

- does not fix a breach within seven days of receiving written notice from the other party;
- breaches the agreement materially twice or more in six months;
- is bankrupt or has some legal disability;
- takes steps to or is closed down (such as becoming insolvent or entering sequestration);
- makes any settlement or arrangement with their creditors; or
- fails to pay a court order against themselves for a significant amount within 21 days; then the other party may:
- make the party comply with the agreement; or
- immediately cancel the agreement in writing and claim damages from the other party, including fees already due.

20.2. Suspension. We may immediately suspend your right to use the services if:

- there is evidence of fraud on your account; or
- we believe you are using them for an illegal purpose or in way that infringes a third party's rights.

21. Cancellation

21.1. Cancellation for good cause. We may need to cancel your subscription immediately if:

- we discontinue or stop providing the services;
- believe providing the services could burden or pose a risk to us;
- have to terminate to comply with a law; or
- determine that providing the services has become impractical.

If we need to terminate, we will give you as much notice as reasonably possible in writing.

21.2. Cancellation for convenience. You may cancel your plan at any time by sending a clearly worded cancellation email to pegasus@legacypet.co.za. You will continue to have access to the services under your plan through the end of your billing period but

will not be entitled to any refund of subscription payments or unused benefits.

21.3. Duties on cancellation. We will stop providing the services, you will no longer be able to access them, and we may erase your data on termination, cancellation, or expiry of the agreement.

21.4. Non-refundable. To the extent permitted by applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial subscription periods or unused services.

22. Effect of termination

22.1. Acceleration. All amounts due to us for the services become due and payable on termination, cancellation, or expiry of the agreement.

22.2. Unused benefits. Any unused benefits will be forfeited if your subscription is cancelled.

22.3. Assistance. We may provide you with post termination assistance (such as data retrieval) subject to additional fees and conditions.

22.4. No expectation. The agreement does not create any expectation of continued service, agreement renewal, or any further agreement between the parties.

23. General

23.1. Governing law. South African law governs this agreement.

23.2. Mediation. If negotiation fails, the parties must refer the dispute to mediation under AFSA's rules. AFSA means the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead).

23.3. Arbitration. If mediation fails, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English in Johannesburg. The parties will agree to appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of AFSA will appoint the arbitrator.

23.4. Jurisdiction. You consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that we may bring against you in connection with this agreement, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to our right to institute any action in any other court having jurisdiction.

23.5. Resolving disputes. Either party may inform the other in writing if there is a dispute. The parties must first try to negotiate to end the dispute, then enter into mediation if negotiation fails, and finally go to arbitration if mediation fails. If they go to arbitration,

they will agree in writing on a recognised and appropriate forum for arbitration that is accessible to both parties.

23.6. Notices and domicile. The parties will send all notices to each others' email addresses and choose their respective street addresses as their service addresses for all legal documents. Our email and street addresses are available on our website, while you provide your email and street addresses to us when concluding the agreement. The parties may change either address on 14 calendar days written notice to the other.

23.7. Beyond human control. Neither party is responsible for breach of the agreement caused by circumstances beyond human control, but the other party may cancel the agreement on written notice to the other if the circumstances persist for more than 60 calendar days.

23.8. Assignment. You may not assign the agreement to anyone. We may assign it to any successor or purchaser of our business or some of our assets.

23.9. Relationship. The agreement does not create an employment relationship between the parties.

23.10. Entire agreement. The agreement is the entire agreement between the parties on the subject.

23.11. Changes. We will notify you of any changes to the agreement by email. Those changes will only apply to future services orders. If you do not agree with the changes, you must stop using the services. If you continue to use the services following notification of a change, the changed terms will apply to you and you will be deemed to have accepted them.

23.12. Waiver. Any favour we may allow you will not affect any of our rights against you.

23.13. Severability. Any term that is invalid, unenforceable, or illegal may be removed from the agreement without affecting the rest of it.