
Tyro Health Pty Ltd ABN 21 615 345 536

Terms and Conditions

A GapOnly® Vet Portal

Effective: 21 July 2026

GAPONLY® VET PORTAL

A.1 Your Use of GapOnly® Vet Portal

- A.1.1 You may only use GapOnly® Vet Portal for the business as specified in your Application.
- A.1.2 You must comply with any Scheme Rules or Requirements in relation to your use of GapOnly® Vet Portal of which we notify you:
- a. before or when you apply for GapOnly® Vet Portal, including those listed in clause A.22.20; or
 - b. in accordance with clause A.9.
- A.1.3 You must comply with all laws and regulations that apply to you when performing your obligations under this Agreement and conducting the business in relation to which you use GapOnly® Vet Portal.
- A.1.4 You must not process a Transaction using GapOnly® Vet Portal which:
- a. you know, or should reasonably know, is illegal or relates to an illegal activity, including Transactions that would be illegal if conducted with a Cardholder who is a minor;
 - b. does not comply with any Scheme Rules or Requirements of which we have notified you (see clause A.1.2);
 - c. does not comply with any terms issued by the Pet Insurance Provider;
 - d. relates to a Restricted Business;
 - e. does not reflect a genuine sale or refund transaction for the supply of goods or services between you and the Cardholder and/or a genuine request by the Cardholder for cash out;
 - f. you know, or reasonably should know, is not authorised by the Cardholder or uses a Card that is expired; or
 - g. would cause you to fail to comply with any message or instruction displayed on GapOnly® Vet Portal in relation to the Transaction.

A.2 GapOnly® Claim Services

- A.2.1 You must comply with any terms issued by the Pet Insurance Provider in relation to your use of the GapOnly® Claim Services.

A.2.2 GapOnly® Claim Services are provided by us together with Pet Insurance Providers as follows:

- a. we are responsible for electronically transmitting pet insurance claim details and Pet Insurance Provider responses between GapOnly® Vet Portal and the Pet Insurance Provider;
- b. the Pet Insurance Provider is responsible for processing pet insurance claims, issuing Pet Insurance Provider responses and ensuring that you are credited with any payments by a Pet Insurance Provider; and
- c. certain claim workflows depend on services, systems and operational coordination between Tyro Health and the Pet Insurance Provider.

A.2.3 Operational support responsibilities may be shared between Tyro Health and the Pet Insurance Provider depending on the nature of the issue.

A.2.4 You must have a separate agreement with the Pet Insurance Provider which governs how it provides its components of the GapOnly® Claim Services to you.

A.3 Tyro Health Online Payments

A.3.1 If you use Tyro Health Online Payments:

- a. if a Chargeback, Transaction Reversal or Refund occurs:
 - i. you will be liable for the Chargeback, Transaction Reversal or Refund and any associated Scheme fees or fines;
 - ii. you must take all reasonable steps to resolve any Chargeback in a timely manner;
- b. if a Cardholder seeks a Refund, you must provide timely instructions to us in relation to the Refund; and
- c. if a Transaction Reversal is required under Scheme Rules or Requirements, you:
 - i. irrevocably instruct us to give effect to the reversal; and
 - ii. you will owe us an amount equal to any Scheme fees or fines associated with the reversal, which we may charge to you in accordance with clause A.5.

A.4 Settlement Services

A.4.1 If you use the Settlement Service, you authorise and instruct us to:

- a. receive the proceeds of Transactions and hold them in our bank account on your behalf;
- b. pay those proceeds into your Settlement Account, less any amounts you owe to us under this Agreement; and

- c. make debit and credit entries to reflect the collection and payment to you of those proceeds and the payment of any amounts owing to us under this Agreement.
- A.4.2 We may, acting reasonably, not credit, or may delay crediting, your Settlement Account for any Transaction in respect of which the proceeds have not been paid to us, in whole or in part.
- A.4.3 You acknowledge and agree that you:
 - a. will not receive interest or any other earnings on funds which are held on your behalf in our bank account;
 - b. irrevocably assign to us all rights and legal interests to any interest or other earnings that accrue or are attributable to funds which are held on your behalf in our bank account;
 - c. will have an allocated amount held for you within our bank account; and
 - d. the proceeds of Transactions you process may be comingled in our bank account with monies held by us on our own behalf or on behalf of our other customers.

PAYMENT OF FEES AND CHARGES

A.5 Fees and charges

- A.5.1 You must pay us:
 - a. the fees and charges advised to you at the time that you submit your Application or otherwise apply for a service as part of GapOnly® Vet Portal;
 - b. any other fees and charges notified to you in accordance with clause A.9;
 - c. any other fees and charges applicable to GapOnly® Claim Services that we collect on behalf of a Pet Insurance Provider; and/or
 - d. any costs we reasonably incur in the recovery of any amount that you owe to us in connection with GapOnly® Vet Portal.
- A.5.2 The fees and charges that may be payable to us in connection with GapOnly® Vet Portal, the circumstances in which they may be payable and how they are calculated are published at <https://help.tyrohealth.com/>, but we may only vary the fees in accordance with clause A.9.
- A.5.3 You authorise us to charge your nominated credit card on the first Business Day of each calendar month for all fees, charges or other amounts owing by you to us under this Agreement incurred in the previous calendar month.
- A.5.4 For the avoidance of doubt, fees relating to GapOnly® Claim Services, participation in the GapOnly® network or other services operated by a Pet

Insurance Provider are governed by separate terms issued by the Pet Insurance Provider.

PRIVACY, SECURITY AND INTELLECTUAL PROPERTY

A.6 Privacy

- A.6.1 Before you submit a claim for a payment, or seek a benefit from, a Pet Insurance Provider using GapOnly® Vet Portal on behalf of an individual, you must seek the individual's consent to submit the claim and disclose their personal information to the Pet Insurance Provider.

A.7 Tyro Health Systems and Software

- A.7.1 We grant you a non-transferable, non-exclusive and non-sublicensable licence to use Tyro Health Software for the sole purpose of using GapOnly® Vet Portal in accordance with this Agreement.
- A.7.2 We may, acting reasonably, require you to satisfy Security Measures before or when you access or use, or attempt to access or use, GapOnly® Vet Portal or any feature or function of GapOnly® Vet Portal.
- A.7.3 If you do not satisfy the Security Measures, we may, acting reasonably, deny you access to or use of GapOnly® Vet Portal or a feature or function of GapOnly® Vet Portal. We will notify you if we deny you access to or use of GapOnly® Vet Portal under this clause.
- A.7.4 You must not:
- a. copy, reproduce, modify, distribute, publish, reverse engineer, hack, decompile, disassemble or create derivative works of a Tyro Health System or Tyro Health Software;
 - b. use, or permit the use of, Tyro Health Software or a Tyro Health System in a way that unreasonably interferes with Tyro Health Systems or GapOnly® Vet Portal; or
 - c. transmit or upload any data or information to Tyro Health Software or a Tyro Health System that:
 - i. is unlawful, threatening, abusive, defamatory or inconsistent with any person's Intellectual Property rights; or
 - ii. comprise code, files or programs that may disrupt, damage, limit or interfere with Tyro Health Software or a Tyro Health System.
- A.7.5 We retain all right, title and interest to our Intellectual Property, including in GapOnly® Vet Portal, Tyro Health Systems and Tyro Health Software. Except as set out in this Agreement:
- a. this Agreement does not transfer any Intellectual Property rights between the parties; and
 - b. any licence granted under this Agreement ceases immediately on termination.

- A.7.6 All rights, title and interest in the GapOnly® brand and Intellectual Property in that part of the GapOnly® Claim Services that it provides are retained by PetSure.
- A.7.7 We may use and exploit any feedback, suggestions, comments, improvements, recommendations or ideas provided by you in relation to GapOnly® Vet Portal, Tyro Health Systems or Tyro Health Software for any purpose without any obligation to you.

A.8 Security

- A.8.1 You, and any person who you authorise to exercise your rights or control GapOnly® Vet Portal in accordance with this Agreement, **must not:**
- a. when setting User Credentials, choose credentials that:
 - i. are obvious or can be easily guessed, such as a number that represents a date of birth or driver licence number; or
 - ii. are alphabetical credentials that is a recognisable part of your name or business name;
 - b. allow another person to choose their User Credentials, or establish other Security Measures, for GapOnly® Vet Portal or a Device;
 - c. voluntarily disclose their User Credentials to any person, including a person who claims to be from us or to be acting on our behalf;
 - d. enter or provide their User Credentials in any communication or electronic platform that is not GapOnly® Vet Portal;
 - e. record their User Credentials without reasonably attempting to protect the security of the credentials (see clause A.8.2), including in the form of several records likely to be lost or stolen simultaneously;
 - f. record User Credentials on or with a Device or other electronic device;
 - g. provide to any other person, or leave unattended, a Device which is logged into GapOnly® Vet Portal,
- and **must:**
- h. take reasonable precautions to prevent others from watching you, or any person who you authorise to exercise your rights or control GapOnly® Vet Portal, enter User Credentials;
 - i. lock any Device and take any other steps reasonably necessary to stop unauthorised use of GapOnly® Vet Portal;
 - j. notify us as soon as possible if:
 - i. a Device has been misused, lost or stolen;
 - ii. you suspect that User Credentials have become known to another person or that the security of other Security Measures has been breached; or

- iii. a communication or electronic platform, aside from GapOnly® Vet Portal, requests you to provide or enter your User Credentials; and
 - k. if you suspect that User Credentials have become known to another person or that there has been, or could be, unauthorised use of GapOnly® Vet Portal, as soon as possible change your User Credentials.
- A.8.2 A reasonable attempt to protect the security of a record of User Credentials includes a reasonable attempt to disguise the credentials within the record or to prevent unauthorised access to the record, including by:
- a. hiding or disguising the record among other records, or in a place where a reasonable person would not expect to find it;
 - b. keeping the record in a securely locked container; or
 - c. preventing unauthorised access to an electronically stored record.
- A.8.3 You must notify us as soon as possible if:
- a. you, or any person who you authorise to exercise your rights or control GapOnly® Vet Portal, breach the security obligations in this clause; or
 - b. you become aware of, or suspect, any unauthorised use of GapOnly® Vet Portal.

COMMUNICATIONS AND CHANGES TO THIS AGREEMENT

A.9 Changes to Agreement

- A.9.1 We can, acting reasonably, unilaterally change the terms of this Agreement to:
- a. change the fees and charges payable by you under this Agreement;
 - b. comply with or reflect:
 - i. any applicable law, subordinate legislation, code of practice, regulatory guidance, Scheme rules, prudential standard or liquidity requirement, or a change or anticipated change in any of those instruments or their interpretation; or
 - ii. a decision or guidance of a court, tribunal, external dispute resolution scheme, regulator or Scheme;
 - c. accommodate or reflect a change in:
 - i. the Tyro Health Systems or GapOnly® Vet Portal, including if we modify our products or services or their features and benefits;
 - ii. market or industry conditions or practices; or

- iii. our security exposure, including to respond to actual or anticipated security threats;
 - d. respond to changes in our costs to provide GapOnly® Vet Portal, including changes to Transaction costs, our cost of funds or our operating costs;
 - e. make these terms clearer; or
 - f. accommodate or reflect any other change that is reasonably necessary in order to protect our legitimate interests.
- A.9.2 Subject to clause A.9.3, we will give you 30 days' notice of any change under clause A.9.1.
- A.9.3 We may give you less than 30 days' notice of a change under clause A.9.1, or may make changes under clause A.9.1 which are effective immediately upon notice to you, if the change is:
- a. not unfavourable to you;
 - b. made to restore or maintain our security, or the security of a Tyro Health System or GapOnly® Vet Portal;
 - c. made to prevent or inhibit criminal activity, including fraud;
 - d. made to avoid or mitigate a material risk to us;
 - e. required by law or a Scheme to be made in fewer than 30 days; or
 - f. in order to protect our legitimate interests and reasonably necessary to be made in fewer than 30 days.
- A.9.4 If we notify you of a change to the terms under clause A.9.1, the change is unfavourable to you and you do not accept the change, within 30 days after we give you notice of the change, you may terminate this Agreement with immediate effect by notice to us. We will not charge you a fee or charge for terminating this Agreement if you do so by exercising your rights under this clause.
- A.10 Change of Details**
- A.10.1 You must promptly notify us of any changes to:
- a. the details set out in any Application; or
 - b. a material change in the control or ownership of your business.
- A.11 Requests for Information**
- A.11.1 You must promptly provide us with any information or documents we reasonably request to enable us to:
- a. comply with any applicable laws, regulations or Scheme rules;
 - b. respond to any order, instruction or request we receive from a government body, regulator or Scheme, including to provide any of those entities with information; or

- c. take steps that are reasonably necessary in order to protect our legitimate interests.

A.12 Notices

- A.12.1 We can provide you with notice, statements and any other material that we give you under this Agreement at the registered address, trading address or email address specified in your initial Application, or any other such address you provide to us for that purpose from time to time.
- A.12.2 You can give us notice under this Agreement by contacting us using the contact details on our website.
- A.12.3 If a party gives notice under this Agreement in writing, the other party will be taken to have received the notice:
 - a. if the notice is delivered personally – immediately upon delivery;
 - b. if the notice is sent electronically – the Business Day after it is sent; or
 - c. if the notice is sent by post:
 - i. within Australia – 6 Business Days after it is sent; or
 - ii. to or from an address outside Australia – 10 Business Days after it is sent.

LIABILITY, SUSPENSION AND TERMINATION

A.13 Liability

- A.13.1 Subject to clause A.13.3, we will not be liable for any Loss arising out of, or in connection with, your use of GapOnly® Vet Portal, including due to:
 - a. any interruption or delay to GapOnly® Vet Portal or Integrated Software;
 - b. the termination or suspension of this Agreement or your access to GapOnly® Vet Portal;
 - c. your breach of this Agreement;
 - d. your use of Integrated Software or any error, outage, downtime, delay, interruption or non-performance of Integrated Software; or
 - e. an act or omission of a third party, including an Integrated Software Provider, electricity or telecommunication provider, developer, Scheme or member or participant in a Scheme.
- A.13.2 Subject to clause A.13.3, you indemnify us against, and must pay us on demand, the amount of any Loss we incur as a result of:
 - a. your conduct of the business activities in connection with which you use GapOnly® Vet Portal, including any dispute between you and your customers or a Pet Insurance Provider;
 - b. your or your representatives' negligence, wilful misconduct or fraud;

- c. your infringement of any third party's Intellectual Property rights; or
- d. a breach of the security obligations in clause A.8, if the Loss occurs before you notify us of a breach of those obligations.

A.13.3 Clauses A.13.1 and A.13.2 do not apply to the extent that:

- a. a Loss is caused by the fraud, negligence, mistake or wilful misconduct of us, our employees, agents, contractors or representatives; or
- b. our rights under those clauses are not reasonably necessary to protect our legitimate interests,

and nothing in this Agreement excludes, restricts or modifies any rights you may have at law, to the extent that those rights cannot be excluded, restricted or modified.

A.13.4 If any guarantee, term, condition or warranty is implied into or imposed in relation to this Agreement or GapOnly® Vet Portal by applicable legislation (**Non-Excludable Right**) and we are able to limit our liability for a breach of the Non-Excludable Right, our liability for breach of the Non-Excludable Right is limited to one or more of the following at our option:

- a. in relation to goods – the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- b. in relation to services – the supplying of the services again, or the payment of the cost of having the services supplied again.

A.14 Suspension

A.14.1 We may, acting reasonably and to the extent reasonably necessary, immediately suspend your access to or use of GapOnly® Vet Portal or a Tyro Health System, or part of GapOnly® Vet Portal or a Tyro Health System, if:

- a. we are conducting maintenance, whether scheduled or unscheduled, or implementing changes to GapOnly® Vet Portal or Tyro Health Systems;
- b. we have reasonable grounds to suspect that you may be, or may have been, involved in fraudulent or other unlawful activity in connection with GapOnly® Vet Portal;
- c. you are subject to an Insolvency Event or cease to operate your business;
- d. we or you may suffer a material, adverse impact if we do not suspend;
- e. we or you may be exposed to a material security threat, whether the threat is actual or anticipated, if we do not suspend;

- f. due to circumstances beyond our control, including the conduct or omission of a third party or materially adverse market conditions, we cannot reasonably support GapOnly® Vet Portal or a Tyro Health System;
- g. we have requested that you provide us with information or take steps to comply with all relevant laws, but you have failed to comply with our request within a reasonable time;
- h. GapOnly® Vet Portal does not comply with any law, rule, regulation, judgment, order or government directive;
- i. a Scheme declines or suspends our access to the Scheme or directs us to suspend providing GapOnly® Vet Portal to you;
- j. a Pet Insurance Provider requires us to suspend providing GapOnly® Vet Portal to you;
- k. in relation to GapOnly® Vet Portal, we have reasonable grounds to suspect that:
 - i. the frequency, number or dollar value of any Chargebacks or Transactions which do not comply with clause A.1.4 is unusual, disproportionate or excessive when compared with the total Transactions processed using the facility; or
 - ii. you are unable or unwilling to meet your obligations under this Agreement in relation to Chargebacks, including Chargebacks that we have reasonable grounds to suspect may occur;
- l. you do not pass our review and verification processes; or
- m. it is otherwise reasonably necessary to protect our legitimate interests.

A.14.2 If we suspend your access to or use of GapOnly® Vet Portal or a Tyro Health System, or part of GapOnly® Vet Portal or a Tyro Health System, we will notify you before or, if prior notice is not practicable, as soon as practicable after, we suspend.

A.15 Termination

- A.15.1 We or you may terminate this Agreement, or any part of this Agreement, by giving 30 days' notice to the other party.
- A.15.2 Subject to clauses A.15.3 or A.15.4, we may terminate this Agreement, or any part of this Agreement, if:
 - a. you fail to make any payment when due under this Agreement;
 - b. you breach any of your obligations under clauses A.1, A.5, A.6.1, A.7.4, A.8, A.11 ;
 - c. we have reasonable grounds to consider that you may be, or may have been, involved in fraudulent or other unlawful activity in connection with GapOnly® Vet Portal;

- d. you are subject to an Insolvency Event or cease to operate your business;
- e. we have requested that you provide us with information or take steps to comply with all relevant laws, but you have failed to comply with our request within a reasonable time;
- f. in relation to GapOnly® Vet Portal, we have reasonable grounds to consider that:
 - i. the frequency, number or dollar value of any Chargebacks or Transactions which do not comply with clause A.1.4 is unusual, disproportionate or excessive when compared with the total Transactions processed using the facility; or
 - ii. you are unable or unwilling to meet your obligations under this Agreement in relation to Chargebacks, including Chargebacks that we have reasonable grounds to suspect may occur; or
- g. it is otherwise reasonably necessary to protect our legitimate interests.

A.15.3 Before we terminate this Agreement, or any part of this Agreement, under clause A.15.2, we will:

- a. notify you in writing that a matter specified in clause A.15.2 has occurred; and
- b. for a matter that is possible for you to remedy, provide you with an opportunity to remedy the matter within the lesser of:
 - i. 30 days after we notify you under clause A.15.3(a); or
 - ii. if we notify you of a shorter remedy period (including no remedy period) which is reasonable for us to manage a material and immediate risk relating to the nature of the matter or your particular circumstances – the period of which we notify you.

A.15.4 We may only terminate this Agreement, or part of this Agreement, under clause A.15.2 if a relevant matter specified in clauses A.15.2(b) to A.15.2(g) presents a material risk to:

- a. your ability to make payments to us under this Agreement or our ability to assess whether you can make those payments;
- b. our security risk or our ability to assess our security risk;
- c. our risk in relation to Chargebacks; or
- d. in the case of clause A.15.2(c), our legal rights or reputation.

A.15.5 If a Scheme terminates our access to the Scheme or directs us to cease providing Tyro Health Online Payments to you, we will cease to provide you with Tyro Health Online Payments as it relates to that Scheme. We will endeavour to give you 30 days' notice before we cease to provide you with Tyro Health Online Payments under this clause.

- A.15.6 If this Agreement terminates, you authorise us to disclose the termination and the reasons for termination to any Scheme. That information may be made available to other members of the Scheme, and they may use it to assess any application you make for their products and services.
- A.15.7 Any clause of this Agreement which by its nature should survive termination, including clauses A.1, A.3, A.4, A.7.4, A.7.5, A.11, A.12, A.13, A.18, A.19, A.21, A.22 and A.23 survive termination of this Agreement or part of this Agreement.
- A.15.8 Any rights or obligations accrued before termination of this Agreement, or part of this Agreement, will not be affected by termination.

MISCELLANEOUS

A.16 Commission payments

If you were referred to us by a third party or your Transactions are routed to GapOnly® Vet Portal via a third party's Integrated Software, we may pay fees or commissions to the third party.

A.17 GST

- A.17.1 Words used in this clause A.17 that have a defined meaning in the GST Act have the same meaning as in the GST Act unless the context indicates otherwise.
- A.17.2 Unless specifically stated, fees or other amounts payable under this Agreement are expressed exclusive of any applicable GST.
- A.17.3 If a party (supplier) makes a taxable supply to the other party (recipient) under or in connection with this Agreement and GST is imposed on that supply, the supplier will be entitled to:
- a. increase the consideration otherwise payable by the recipient for that supply under this Agreement by the amount of that GST; and
 - b. otherwise recover from the recipient the amount of that GST.
- A.17.4 The supplier must issue a tax invoice to the recipient no later than 10 Business Days after payment to the supplier of the GST inclusive consideration for that supply.
- A.17.5 Each party must:
- a. be registered for GST if it is required to do so; and
 - b. notify the other party as soon as possible if it:
 - i. ceases to be registered for GST; or
 - ii. is aware of, or becomes aware of, any issue which would cause either party not to qualify for us to issue you with recipient created tax invoices.

A.18 Assignment

- A.18.1 Neither party may assign its rights under this Agreement, except that:

- a. you may assign your rights with our prior written consent; and
- b. we may assign our rights:
 - i. to give effect to a change of control, sale of business, securitisation or other commercial transaction;
 - ii. with your prior written consent; or
 - iii. for any other purpose that is reasonably necessary to protect our legitimate interests.

A.18.2 If a party requests the other party's consent under clause A.18.1, the other party must not unreasonably withhold its consent.

A.19 Set Off

A.19.1 Each party may set off any amount due to it by the other party against any amount due by it to the other party, except that neither party may set off any such amount if:

- a. we have assigned our rights pursuant to funding arrangements, including securitisation arrangements; or
- b. such restraint on the parties' set off rights is reasonably necessary in order to protect our legitimate interests.

A.19.2 At your request, we will inform you if either clause A.19.1(a) or A.19.1(b) are operative.

A.20 Waiver

A.20.1 A failure or delay by either party to exercise or enforce any right or provision of this Agreement, or any rights under applicable law, will not constitute a waiver of its rights.

A.20.2 Neither party shall be taken to have waived any of its rights unless the waiver is express and in writing.

A.21 Miscellaneous

A.21.1 If any provision of this Agreement is void, illegal or unenforceable:

- a. the provision will be deemed to be severed and omitted from the Agreement; and
- b. the Agreement will otherwise remain in full force, subject to any consequential amendment necessary to effect the severance.

A.21.2 This Agreement is to be construed according to the laws of New South Wales and the parties submit themselves to the non-exclusive jurisdiction of the Courts of New South Wales and any competent appellate courts.

A.21.3 This Agreement is binding on the parties, their executors, administrators, successors and assigns.

INTERPRETATION

A.22 Definitions

In this Agreement:

- A.22.1 **Agreement** means your application for GapOnly® Vet Portal and these terms and conditions of us providing GapOnly® Vet Portal to you.
- A.22.2 **Application** means an application submitted by you for GapOnly® Vet Portal or other services provided by us from time to time.
- A.22.3 **Business Day** means any day other than a Saturday, Sunday or day which is a bank holiday or public holiday in New South Wales.
- A.22.4 **Card** means:
- a. a credit, debit, charge, purchase or other valid payment card; or
 - b. a card issued by a Pet Insurance Provider,
- including an electronic representation or derivation of such a card, or a digital wallet that provides substantially similar functionality to a card.
- A.22.5 **Cardholder** means a person to whom a Card is issued.
- A.22.6 **Chargeback** means a Transaction in relation to which a Scheme notifies us that the Cardholder disputes the Transaction.
- A.22.7 **Device** means any device from which GapOnly® Vet Portal can be accessed.
- A.22.8 **GapOnly® Claim Services** means claim-related services made available to you through GapOnly® Vet Portal, enabling the submission and management of a pet insurance claim, including lodgement, assessment, payment, settlement and audit processes, as applicable, performed by or on behalf of the relevant Pet Insurance Provider, and supported by PetSure and/or Tyro Health (as applicable).
- A.22.9 **GapOnly® Vet Portal** means the digital payments and pet insurance claiming solution provided by us, including GapOnly® Claim Services, Tyro Health Online Payments and the Settlement Service.
- A.22.10 **Insolvency Event** means any insolvency event, including circumstances in which:
- a. you are 'insolvent' or 'insolvent under administration' as defined in the Corporations Act 2001 (Cth);
 - b. an administrator, liquidator, provisional liquidator, receiver, controller, restructuring practitioner or any other insolvency official is appointed to you or any of your property;
 - c. you commit an 'act of bankruptcy' or become a 'bankrupt' as defined in the Bankruptcy Act 1966 (Cth);
 - d. if you are a company – you are deregistered;
 - e. you conceal, remove or transfer any part of your assets with intent to hinder, delay or defraud your creditors;

- f. you transfer any of your assets in a manner which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or
 - g. you are unable to pay your debts as and when they fall due or you threaten to cease paying your creditors.
- A.22.11 **Integrated Software** means any software, including software to facilitate digital claiming with Pet Insurance Providers that is integrated with GapOnly® Vet Portal.
- A.22.12 **Intellectual Property** means all patents, copyright, designs, trademarks (whether registered or unregistered), business and company names, service marks, logos, domain names and all other rights or forms of protection of an equivalent or similar nature or effect, whether within or outside Australia, whether registered or not, and including all associated rights of action, powers or benefits.
- A.22.13 **Loss** means losses, liabilities, costs (including legal costs and Scheme penalties), expenses and damages, including:
 - a. indirect, special, punitive or exemplary damages; and
 - b. consequential loss, including property damage, loss of use, loss of business or goodwill, economic loss, loss of data or loss of profits.
- A.22.14 **Personal Information** has the meaning given to that term by the Privacy Act 1988 (Cth).
- A.22.15 **Pet Insurance Provider** means a third party provider we partner with including PetSure or another authorised insurer that underwrites an Australian pet insurance policy eligible for GapOnly® Claim Services via GapOnly® Vet Portal.
- A.22.16 **PetSure** means PetSure (Australia) Pty Ltd ACN 075 949 923 and its related bodies corporate, which underwrites and/or administers pet insurance policies for GapOnly ready brands of pet insurance and delivers GapOnly® Claim Services.
- A.22.17 **Refund** means a Transaction to refund a payment because a Cardholder is not satisfied with the supply or quality of goods or services provided by you, has changed their mind about the purchase or you decide to reverse a Transaction.
- A.22.18 **Restricted Business** means:
 - a. a business that does not involve the provision of veterinary services or care, or associated retail services; and
 - b. any other business which is restricted or prohibited by Scheme Rules or Requirements.
- A.22.19 **Scheme** means a payment network of which we are a member or in relation to which we facilitate transactions.

A.22.20 **Scheme Rules or Requirements** includes the rules and requirements, to the extent they apply to you, or you reasonably should know that they apply to you, comprised in:

Scheme Rules or Requirements	Available at
Visa Core Rules and Visa Product and Service Rules	https://www.visa.com.au/support/consumer/visa-rules.html
Mastercard Rules	https://www.mastercard.us/en-us/business/overview/support/rules.html
Australian Payments Plus (eftpos) Scheme Rules	https://www.auspayplus.com.au/wp-content/uploads/2025/10/AP-Scheme-Rules-v2.0.pdf
American Express Merchant Operating Guide	www.americanexpress.com.au/merchantopguide
American Express Data Security Operating Policy	www.americanexpress.com.au/merchantopguide
American Express Data Security Requirements	www.americanexpress.com.au/dsr

A.22.21 **Security Measure** means any security measure or authentication process that limits your access to, or use of a feature or functionality of, GapOnly® Vet Portal.

A.22.22 **Settlement Account** means the bank account you nominate as your settlement account in your Application or by submitting the appropriate form to us.

A.22.23 **Settlement Service** means the service we provide to accept, collect and hold money on your behalf and settle that money to you.

A.22.24 **Transaction** means any of the following performed via GapOnly® Vet Portal:

- a. process a Card payment made by a Cardholder using Tyro Health Online Payments;
- b. seek authorisation from a Pet Insurance Provider, for a claim that is initiated by you via GapOnly® Vet Portal; or
- c. in relation to Tyro Health Online Payments – a sale, refund or cash out transaction using a Card or Card information.

A.22.25 **Transaction Reversal** means a Transaction to reverse an earlier Transaction that was unauthorised, unlawful, suspicious or prohibited.

A.22.26 **Tyro Health Online Payments** means the facility for processing Card payments using GapOnly® Vet Portal.

- A.22.27 **Tyro Health Software** means any software which we provide to you or which we give you access in relation to GapOnly® Vet Portal, including any software comprised in Tyro Health Systems.
- A.22.28 **Tyro Health Systems** means the hardware, software, facilities and processes owned or licensed by us to provide GapOnly® Vet Portal.
- A.22.29 **User Credentials** means credentials used to login to GapOnly® Vet Portal.
- A.22.30 **we, us, our** and **Tyro Health** means Tyro Health Pty Limited ABN 21 615 345 536.
- A.22.31 **you** and **your** means the person(s) who apply for, and are provided with, GapOnly® Vet Portal.

A.23 Interpretation

- A.23.1 Unless qualified by or inconsistent with the context:
- a. the singular includes the plural and vice versa;
 - b. a reference to a person includes an incorporated body, other association of persons or a governmental agency and vice versa;
 - c. where a party comprises more than one person, this Agreement applies to all of them together and each of them separately;
 - d. a reference to costs includes reasonable legal costs on a full indemnity basis;
 - e. wherever “include”, “for example” or another form of those words is used, the words must be construed as if they were followed by “(without being limited to)”; and
 - f. if the day on which a person must do something under this Agreement is not a Business Day, the person must do it on the next Business Day.

GapOnly® Vet Portal is provided by:

Tyro Health Pty Limited

ABN 21 615 345 536

1300 01 TYRO (8976)

support@tyrohealth.com