

## **CONSENT AND NOTICE REGARDING ELECTRONIC COMMUNICATIONS FOR PET INSURANCE POLICY AND OTHER COMMUNICATIONS FROM PETFIRST HEALTHCARE LLC**

### **1. Electronic Signature Agreement.**

By selecting the "**I Accept**" button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "**I Accept**" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, or to otherwise provide PetFirst Healthcare LLC via an Email notice, in P.E.T.S. online or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and PetFirst Healthcare LLC. You also represent that you are authorized to enter this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature in obtaining a Pet Insurance service constitutes your agreement to be bound by the terms and conditions of the PetFirst Healthcare LLC disclosures and agreements as they exist on the date of your E-Signature.

### **2. Consent to Electronic Delivery.**

You specifically agree to receive and/or obtain any and all Pet Insurance related "Electronic Communications" (defined below) via Email and/or in P.E.T.S. The term "Electronic Communications" includes, but is not limited to, any and all current and future notices and/or disclosures that various federal and/or state laws or regulations require that we provide to you, as well as such other documents, statements, data, records, and any other communications regarding your Pet Insurance relationship with PetFirst Healthcare LLC. You acknowledge that, for your records, you are able to use Email or P.E.T.S. online to retain Electronic Communications by printing and/or downloading and saving this Agreement and any other agreements and Electronic Communications, documents, or records that you agree to using your E-Signature. You accept Electronic Communications provided via Email or in P.E.T.S. as reasonable and proper notice, for any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

### **3. Paper version of Electronic Communications.**

You may request a paper version of an Electronic Communication. You acknowledge that Petfirst Healthcare LLC reserves the right to charge you a reasonable fee for the production and mailing of paper versions of Electronic Communications. To request a paper copy of an Electronic Communication contact us at (866) 937-7387.

#### **4. Revocation of electronic delivery.**

You have the right to withdraw your consent to receive/obtain communications via Email at any time. If you wish to withdraw your consent, contact us at (812) 206-6928.

#### **5. Valid and current email address, notification, and updates.**

Your current valid email address is required in order for you to obtain Pet Insurance services if you have consented as is noted above. You agree to keep PetFirst Healthcare LLC informed of any changes in your email address. You may modify your email address by submitting a written request to PetFirst Healthcare LLC or by speaking with a Customer Service Representative at (866) 937-7387. PetFirst Healthcare LLC may notify you through email when an Electronic Communication or updated information pertaining to P.E.T.S. is available. It is your responsibility regularly check your email for Electronic Communications and to regularly review your P.E.T.S. account for updates.

#### **6. Hardware, software, and operating system.**

You are responsible for installation, maintenance, and operation of your computer, browser, and software. PetFirst Healthcare LLC is not responsible for errors or failures from any malfunction of your computer, browser, or software. PetFirst Healthcare LLC is also not responsible for computer viruses or related problems associated with use of an online system. The following are the minimum hardware, software, and operating system requirements necessary to use P.E.T.S. and receive Electronic Communications:

Processor - IBM compatible Pentium PC running Windows 2000  
Memory - 4MB RAM  
Disc Space - 50 MB's Free Space  
Monitor - 800 x 600 resolution  
Browser - Microsoft Internet Explorer 8.0 or higher  
Internet access - 28.8 modem or better

**To obtain electronic services and communications, indicate your consent to the terms and conditions of this Agreement by clicking on the "I Accept" button.**

It is recommended that you print a copy of this Agreement for future reference.