

# TERMS AND CONDITIONS

The website [www.doggytailfriends.com.au](http://www.doggytailfriends.com.au) is operated by Doggytail Friends Limited. A company registered in Sydney NSW Australia

ABN 71171332483

## Definitions

The following definitions, in addition to those set out herein, apply in these Terms and Conditions:

"Content" means any information, text, graphics, logos, photographs, images, moving images, sound, illustration and other materials in any media form submitted or sent by Users to other Users or Doggytail Friends, through their use of the Service, including as displayed in their Profile;

"Platform" means the Website, including all Services made available the Website;

"Profile" means the information held by Doggytail Friends about a User of the Platform, such information having been submitted by the User to whom the information relates to;

"Services" means the Basic Services and the Additional Services;

"User" means any person who registers their details for an account with the Platform, including Borrowers and Owner.

### 1. Acceptance of Terms

1.1 Your access to and use of the Platform is subject to these Terms and Conditions. By using the Platform you are deemed to have agreed to the terms, conditions and disclaimers contained in these Terms and Conditions. If you do not agree to these Terms and Conditions, you must immediately stop using the Platform.

1.2 We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the Platform following any change(s) shall be deemed to be your acceptance of such change(s). We will publish all updates and amendments to these Terms and Conditions on this page and, where appropriate, provide you with notice via email in advance. Please check this page regularly to take notice of any changes we have made, as these will be binding on you.

2. The Platform provides a meeting place for Users who are dog owners ("Owners") and Users who would like to be borrowers of dogs ("Borrowers"). This is enabled through various services, tools and facilities accessible on the Platform (the "Basic Services"), including:

- creation of an Owner's Profile, with information about their dogs and their likes and dislikes (the dog's, not the Owner's!);

- creation of a Borrower's Profile, with information about themselves, their experience looking after dogs and why they want to have a dog in their life; and

- access to a searchable database of these Profiles.

2.3 You acknowledge that specific functions may need to be completed on the Website, to ensure you the dog and any others safety

2.4 You must be at least 18 years old to register for an account on the Platform and use the Basic Services. By registering for an account, you warrant that you are at least 18 years old.

2.5 If you are an Owner, your dog must be at least 3 months old. By registering for an account, Owners represent and warrant that their dog(s) is/are at least 3 months old. Your dog must be microchipped, up to date with flea and tick treatment and registered with the local council.

2.6 Dogs covered under the Dangerous Dogs Act, for example pit bull terrier, and/or a restricted breed according to the Companion Animals Act are not permitted to be registered on the Platform.

2.7 You must not include any contact details (including phone number, address or email address) in your Profile. We reserve the right to amend or delete your Profile at any time.

### 3. Additional Services for Subscribed Users

3.1 Additional services, tools and facilities are accessible on the Platform only to Users who have paid for membership (the "Subscribed User(s)"), including:

Communication with, or about, other Users (as further described in clause 3.4);

3.2 As a Subscribed User, we permit your access to and use of communication tools, such as email, bulletin boards, chat areas, news groups, forums, push notifications and/or other messages or communication facilities which enable Users to communicate with each other, provide feedback on other Users and to arrange a preliminary meeting between a Borrower, Owner and dog. See clause '6 Acceptable Use' for details of provisions which apply to your use of such communication services and Content restrictions

3.3 You acknowledge that by using the Additional Service you are requesting immediate performance of this contract for Additional Services.

. User Account, Password

3.4 When you sign up for an account on the Platform, either as an Owner or a Borrower, you will be required to complete the registration process by providing certain information and registering a username and password for use with the Services. You are responsible for maintaining the confidentiality of the username and password and for all activities which take place under your account. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. In no event will Doggytail Friends be liable for any loss or damage whatsoever resulting from your disclosure of your username and/or password. You may not use another person's account at any time.

### 4. Pledges

4.1 If you are an Owner, you pledge that you will provide accurate and up-to-date information about you and your dog and that your dog is safe and in good health for borrowing by a Borrower.

4.2 If you are a Borrower, you pledge that you will provide accurate and up-to-date information about you and your experience with dogs and that, when entrusted with a dog, you will use your

best efforts to care for the dog, keep the dog on its lead (**unless you have written permission from the Owner to let the dog off the lead**) and follow any instructions provided by the Owner regarding care of the dog. You also acknowledge that you will be responsible for the safety and well-being of the dog during such time.

5.2 The above pledges are made as between the Owner and the Borrower, and are not guaranteed by Doggytail Friends. In no event shall Doggytail Friends be responsible or liable to you because of the failure of an Owner or Borrower (as applicable) to comply with the above pledges.

## 6. Acceptable Use

6.1 You acknowledge that Content, whether posted publicly or transmitted privately, is the sole responsibility of the person from whom such Content originated. We do not control, endorse or guarantee the accuracy, integrity or quality of such Content. As such, you acknowledge that by using the Services you may be exposed to Content that is incorrect, misleading, offensive and/or indecent. Doggytail Friends will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Platform and you agree to bear all risks associated with the use of any Content, including reliance on the accuracy or completeness of such Content.

6.2 In using the Platform, you agree not to:

- send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

- post, publish, distribute or disseminate material or information that is defamatory, infringing, obscene, indecent, threatening, abusive, harassing or unlawful;

- post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their race, religion, disability, nationality or otherwise;

- threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

- use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

- make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;

advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility expressly allows such messages;

impersonate any person or entity for misleading others;

violate any applicable laws or regulations;

use the Platform in any manner that could damage, disable, overburden or impair the Platform or interfere with any other party's use and enjoyment of the Platform;

post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);

attempt to gain unauthorised access to the Platform, other accounts, computer systems or networks connected to the Platform through hacking, password mining or any other means; or

accept or seek payment from another User. In particular, you agree that you will not use the Platform to make financial gains (whether pecuniary or otherwise) when taking care of a dog. Without limiting the foregoing, you also acknowledge that breach of this clause will invalidate Doggytail Friends insurance.

6.3 We have no obligation to monitor the Services but shall be entitled to review Content transmitted via the Platform and, at our sole discretion, to remove any Content that breaches these Terms and Conditions or is otherwise objectionable.

## 7 Termination

7.2 You may terminate your account on the Platform at any time, for any reason, without explanation, by cancelling your subscription and ceasing all use of the Platform. Doggytail friends offers a 3-month money back guarantee, to apply for this please do so via email

7.3 Doggytail Friends reserves the right to do either of the following without notice and in its sole discretion:

terminate these Terms and Conditions;

suspend or terminate your access to all or part of the Platform (including deletion of your account); and/or

remove your account information or data from the Platform, including Profiles, and any other records,

in the event you commit a material or persistent breach of these Terms and Conditions, the Platform is discontinued, we lose the right to provide you with the Platform or where the provision of the Platform or a Service becomes unlawful.

7.4 Following termination of these Terms and Conditions for any reason:

all rights, licences and permissions granted to you under these Terms and Conditions shall cease;

you must immediately stop using the Platform and shall not register for another account unless expressly permitted by Doggytail Friends.

Doggytail Friends reserves the right to notify other Users with whom you have communicated of such termination.

## 8 Links to Third Party Websites

The Platform may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that Doggytail Friends is not responsible for the content or availability of any such sites.

8.1 Unfortunately, you may only use the Services if you are a citizen or permanent resident of Australia.

## 9 Intellectual Property Rights

9.1 We are the owner or the licensee of all intellectual property rights in the Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. In accessing the Platform you agree that you will access its contents and use the Services solely for your personal, non-commercial use. The Platform, including parts of it, may not be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Platform for personal, non-commercial home use only.

9.2 Doggytail Friends does not claim ownership of any Content you post, upload or submit to any publicly accessible area of the Platform. However, by doing so you are granting us a worldwide, royalty free, sub-licensable, non-exclusive licence to copy, distribute, transmit, reproduce, publicly display, edit, translate or publish such Content on the Platform. This licence shall be terminated when such Content is deleted from the Platform by either party. With your permission, we may also use your Content in other types of media, including social media platforms, for promotional purposes.

9.3 The name Doggytail Friends and the Doggytail Friends logo are trademarks of Doggytail Friends

## 10. Indemnity

To the maximum extent permitted by applicable law, you agree to indemnify, defend and hold harmless Doggytail Friends, its officers, directors, employees, agents and third parties, for any claims, causes of action, debts, losses, costs, liabilities and expenses (including reasonable legal fees) relating to or arising, directly or indirectly, out of:

your use of or inability to use the Platform;

any Content transmitted by you on the Platform;

your violation of any terms of these Terms and Conditions or your violation of any rights of a third party; or

your violation of any applicable laws, rules or regulations when using the Platform.

## 11. Disclaimers and Limitation of Liability

11.1 The Platform is provided on an "AS IS" and "AS AVAILABLE" basis. Doggytail Friends makes no warranty that material on the Platform (including the Content) will be accurate or reliable, that the functionality of the Platform will be uninterrupted or error free, that defects will be corrected or that the Platform or that the server that makes the Platform available is free of viruses or anything else which may be harmful or destructive.

11.2 You acknowledge that the Platform has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of

the Platform meet your requirements. You assume full responsibility for results obtained from the use of the Platform, and for conclusions drawn from such use

11.3 If you arrange to meet an Owner or a Borrower through the Platform, the obligations arising in relation to the meeting(s) are directly between you and the Owner or Borrower (as applicable) and we will have no responsibility to you about these meeting(s), including the cancellation or delay of any the meeting(s) or any dispute between you and the Owner or the Borrower (as applicable) about the meeting(s). As such, and by way of example, in the event of your dog suffering injury, illness or death as a result of any act or omission of any Owner or Borrower (or any other person), you (as an Owner) having any complaint about the quality of the Borrower's treatment of your dog, or you (as a Borrower) having any complaint about the quality of the Owner's treatment of their own dog, or you having any other complaint at all about an Owner or Borrower you have partnered with, you acknowledge that your sole right of redress will be against that person. You agree to take all necessary precautions when communicating with or meeting other Users.

11.4 We only allow use of the Platform for domestic and private use. You agree not to use the Platform for any commercial, business or re-sale purposes, and we shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.5 Nothing in these Terms and Conditions shall be construed to exclude or limit the liability of Doggytail Friends for: (i) death or personal injury because of our negligence; or (ii) fraud or fraudulent misrepresentations by Doggytail Friends; or (iii) any other liability which cannot be excluded or limited by law.

11.6 Subject to clause 11.5, Doggytail Friends maximum aggregate liability under or relating to these Terms and Conditions, whether in contract, (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to your registration fee

11.7 Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

11.8 Doggytail Friends accepts no responsibility for:

- a) any incidental, indirect or consequential damages which may occur to any person or animal as a result of using the Doggytail friend's platform/website. or by any act or omission of a dog owner or a dog borrower.
- b) the behaviour and/or conduct of other members and their animals
- c) the suitability, honesty, capability or character of any member

d) the suitability of the borrower's/owner's premises for the dog

e) any incidental, direct, indirect or consequential damage that may be caused to any person or animal. whether because of omission, accident, injury, aggravation or otherwise

11.9 You irrevocably release Doggytail friends, its directors and employees absolutely from all liability and responsibility for injury, damage's, illness, accident, death, veterinary expenses, loss of property howsoever arising which may occur to any animal or person at any time because of the use of Doggytail friends as a platform and introductory agency. You agree to indemnify and keep indemnified, Doggytail friends. its directors and employees from and against all liability, damages, veterinary expenses, claims, actions and costs of defending such claims and action whatsoever in respect of thereof.

11.10 Doggytail friends does not make any warranty as to:

a) the suitability, honesty, capability of the dog borrower

b) the suitability of the dog owners or borrower's premises

c) the nature or temperament of any dog

d) the capability of a borrower to adequately exercise and care for the dog

and does not accept any responsibility in relation to these matters

## 12. Severance.

If any provision or part provision of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such provision or part provision shall be severed and the remaining provisions and part provisions shall survive and remain in full force and effect and continue to be binding and enforceable.

12.1 No Assignment. We may transfer our rights and obligations under these Terms and Conditions to another organisation, but this will not affect your rights or our obligations under these Terms and Conditions. You may only transfer your rights or obligations under these Terms and Conditions to another person if we agree in writing.

12.2 Waiver. If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply

with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

12.3 Governing Law and Jurisdiction. These Terms and Conditions shall be governed by and construed in accordance with the laws of Australia and you hereby submit to the exclusive jurisdiction of the Australian courts.

12.4 Doggytail Friends does not supply any insurance cover associated with its services and recommend that all users on this site obtain necessary cover to protect themselves from injury or harm , their dog/s and or other personal or public property. And any other member of the public.

I agree to the terms and conditions of Doggytail Friends