

TERMS AND CONDITIONS OF USE

1 About the Platform

1.1 Welcome to PetSleepover (the “**Platform**”), a web and mobile application based platform that provides users with the opportunity to create or join groups with other pet lovers for the purposes of allowing them to locate:

- (a) people who require a variety of pet related services (the “**Pet Owners**”); and
- (b) people who wish to offer those pet related services to the Pet Owners (the “**Pet Service Providers**”),

so that the Pet Owners and Pet Sitters can get to know one another and enter into an engagement for the Pet Sitters to look provide those services for an agreed fee (the “**Pet Services Fee**”).

1.2 The Platform is operated by PetSleepover Pty Ltd (ACN 604 337 386) t/as PetSleepover (“**PetSleepover**”). Access to and use of the Platform, or any of its associated products or services, is provided by PetSleepover. Please read these terms and conditions (the “**Terms**”) carefully. By using, browsing and/or signing up for use of the Platform, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Platform, or any of the Services, immediately.

1.3 PetSleepover reserves the right to review and change any of the Terms by updating this page at its sole discretion. When PetSleepover updates the Terms, it will use reasonable endeavours to provide you with notice of same. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2 Acceptance of the Terms

2.1 You accept the Terms by registering for the Services and/or making any payment as required under the Terms for use of the Services. You may also accept the Terms by clicking to accept or agree to the Terms where and if this option is made available to you by PetSleepover in the user interface.

3 The Services

3.1 In order to access the services provided by the Platform (the “**Services**”), you are required to register for an account through the Platform (the “**Account**”).

3.2 As part of the registration process, or as part of your continued use of the Services, you may be required to:

- (a) provide personal information about yourself (such as identification or contact details), including:
 - (i) an email address and/or preferred username;
 - (ii) a mailing address;

- (iii) a telephone number; and
 - (iv) a password.
- 3.3 You warrant that any information you give to PetSleepover in the course of completing the registration process will always be accurate, correct and up to date.
- 3.4 Once you have completed the registration process you will be a registered member of the Platform ("**Member**") and agree to be bound by the Terms.
- 3.5 You may not use the Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with PetSleepover; or
 - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4 Your obligations as a Member

- 4.1 As a Member, you agree to comply with the following:
 - (a) you will not share your profile with any other person;
 - (b) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify PetSleepover of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (e) you must not expressly or impliedly impersonate another Member or use the profile or password of another Member at any time;
 - (f) you agree not to harass, impersonate, stalk, threaten another Member of the Platform (where interaction with other Members is made available to you);
 - (g) access and use of the Platform is limited, non-transferable and allows for the sole use of the Platform by you for the purposes of providing the Services;
 - (h) you will not use the Services or the Platform in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of PetSleepover;
 - (i) you will not use the Services or Platform for any illegal and/or unauthorised use

which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Platform;

- (j) you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from Member profiles without notice and may result in termination of the Services. Appropriate legal action will be taken by PetSleepover for any illegal or unauthorised use of the Platform; and
- (k) you acknowledge and agree that any automated use of the Platform or its Services is prohibited.

5 Payment and Commission Fee

5.1 As a Pet Service Provider, you acknowledge that PetSleepover assists in facilitating the sale of your services to the Pet Owner (the “**Pet Services**”). By PetSleepover offering the Services to you, you agree that:

- (a) Pet Owners will transfer the Pet Services Fee to PetSleepover, who will in turn hold the Pet Services Fee on your behalf, less a 15% fee payable to PetSleepover as commission for the provision of the Services (the “**Commission Fee**”);
- (b) The remaining 85% of the Pet Services Fee (the “**Pet Service Provider’s Funds**”) will be held on your behalf by PetSleepover until forty eight (48) hours have elapsed since the completion of the Pet Services.
- (c) Where PetSleepover releases the Pet Service Providers Funds to the Pet Sitter pursuant to clause 5.1(b) above, it will do so less any merchant banking service charges (the “**Service Charge**”) incurred in processing the same.

5.2 As a Pet Owner, you acknowledge and agree that PetSleepover is entitled to the Commission Fee irrespective of whether or not the Pet Service Provider completes the Pet Services to a satisfactory standard, or at all, once engaged by the Project Provider.

5.3 All payments made in the course of your use of the Services are made using Braintree, a division of PayPal, Inc. (“**Braintree**”). In using the Platform, the Services or when paying the Commission Fee, you warrant that you have read, understood and agree to be bound by the Braintree terms and conditions which are available on their website.

5.4 The Parties acknowledge and agree that the Commission Fee referred to in clause 5.1 above can be changed by PetSleepover at any time by providing notice through the Website.

6 Cancellations

6.1 As a Pet Owner, you acknowledge and agree that the Pet Service Provider can set a cancellation policy as part of their use of the services by listing one of the following cancellation policies in their PetSleepover profile:

6.2

a) Flexible Cancellation Policy

- (i) Where you cancel your booking more than twenty four (24) hours prior to 12 noon (AEST) of the day your booking commences, you will receive a full refund of the Pet Services Fee, less a 2% payment transactions fee payable to PetSleepover.
- (ii) (ii) Where you cancel less than twenty four (24) hours prior to 12 noon (AEST) of the day your booking commences, you will receive a refund of 50% of the Pet Services Fee.

b) Moderate Cancellation Policy

- (i) Where you cancel your booking more than five (5) days prior to 12 noon (AEST) of the day your booking commences, then you will receive a full refund of the Pet Services Fee, less a 2% payment transactions fee payable to PetSleepover.
- (ii) Where you cancel less than five (5) days prior to 12 noon (AEST) of the day your booking commences, you will receive a refund of 50% of the Pet Services Fee.

c) Strict Cancellation Policy

- (i) Where you cancel your booking more than ten (10) days prior to 12 noon (AEST) of the day your booking commences, then you will receive a full refund of the Pet Services Fee, less a 2% payment transactions fee payable to PetSleepover.
- (ii) Where you cancel less than ten (10) days prior to 12 noon (AEST) of the day your booking commences, you will receive a refund of 50% of the Pet Services Fee.

7 Copyright and Intellectual Property

7.1 The Platform, the Services and all of the related products of PetSleepover are subject to copyright. The material on the Platform is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content and compilation of the Platform (including but not limited to text, graphics, logos, button icons, video images, audio clips, Platform, code, scripts, design elements and interactive features) (the “**Content**”) are owned or controlled for these purposes and are reserved by PetSleepover or its contributors.

7.2 All trademarks, service marks and trade names are owned, registered and/or licensed by PetSleepover, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:

- (a) use the Platform pursuant to the Terms; and
- (b) copy and store the Platform and the material contained in the Platform in your device’s cache memory; and

(c) print pages from the Platform for your own personal and non-commercial use.

PetSleepover does not grant you any other rights whatsoever in relation to the Platform or the material on the Platform. All other rights are expressly reserved by PetSleepover.

7.3 PetSleepover retains all rights, title and interest in and to the Platform and all related content. Nothing you do on or in relation to the Platform will transfer any:

(a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

(b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

(c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

7.4 You may not, without the prior written permission of PetSleepover and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Platform which are freely available for re-use or are in the public domain.

7.5 If you are given the opportunity to broadcast, publish, upload, transmit, post or distribute any content on the Platform ("**Your Content**"), then you grant to PetSleepover a non-exclusive, transferrable, perpetual, royalty-free, irrevocable, worldwide licence to broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change Your Content.

8 Privacy

8.1 PetSleepover takes your privacy seriously and any information provided through your use of the Platform, Services or the registration process are subject to PetSleepover Privacy Policy, which is available on the Platform.

9 General Disclaimer

9.1 You acknowledge and agree that, PetSleepover is only facilitating the introductions between Members through the use of the Services. PetSleepover holds no liability in respect to the actions of the Members.

9.2 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

9.3 Subject to this clause 8, and to the extent permitted by law:

(a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

(b) PetSleepover we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our

failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- 9.4 Use of the Platform and the Services is at your own risk. Everything on the Platform and the Services is provided to you “as is” and “as available” without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, or licensors of PetSleepover make any express or implied representation or warranty about its Content or any products or Services (including the products or services of PetSleepover) referred to on the Platform. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Platform, the Service, or any of its related products (including third party material and advertisements on the Platform);
 - (c) costs incurred as a result of you using the Platform or the Services of PetSleepover;
 - (d) the Content or operation in respect to links which are provided for your convenience;
 - (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Platform; or
 - (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

10 Limitation of liability

- 10.1 PetSleepover’s total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of information to you.
- 10.2 Where you use or provide the Services as a Pet Service Provider, you acknowledge and agree that there are inherent risks associated with the PetServices and you warrant that you will expressly assume this risk, including but not limited to the risk of any property damage, personal injury, death or disability which you, or any other person present in your residence, may suffer as a direct result of your provision of the Pet Services. PetSleepover strongly suggests that both the Pet Service Providers and the Pet Owners meet prior to the provision of the Pet Services to assess the suitability of the parties and the pets of the Pet Owner (the “**Pets**”) to provide the PetServices.
- 10.3 You expressly understand and agree that PetSleepover, its affiliates, employees, directors, officers, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be

incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss including personal injury, death or disability.

- 10.4 You agree that you will not hold PetSleepover or its affiliates, employees, directors, officers, agents, contributors and licensors or any third party providers liable for any damages, suits or claims that have arisen or may arise, whether known or unknown, relating to your use or inability to use the Services, Pet Services and/or Website, including but not limited to:
- (a) any service or advice provided by PetSleepover or its affiliates, employees, directors, officers, agents, contributors and licensors or any third party providers;
 - (b) any interruption to the Services or the access to the Website;
 - (c) any destruction, whether intentional or unintentional, of Your Content;
 - (d) any dispute with any other Member;
 - (e) any failure by the Pet Owner or Pet Service Provider to comply with their obligations pursuant to these Terms;
 - (f) any injury or harm suffered by the Pets or any other pets that may come into contact with the Pets in the course of the Pet Services; and
 - (g) any other conduct, act or omission of any other party, including without limitation; stalking or harassment (that is sexual or otherwise), acts of physical violence, or destruction of property.
- 10.5 PetSleepover is not responsible or liable in any manner for any content (including the Content and your Content and third party content) posted on the Platform or in connection with the Services, whether posted by PetSleepover or by third parties.
- 10.6 PetSleepover does not control and is not responsible for the behaviours and actions of its members, their comments, posts or information that they upload. Accordingly, PetSleepover is not responsible for any offensive, inappropriate, obscene or unlawful content or actions that you may encounter on the Platform or in connection with any of the services provided on the Platform.
- 10.7 By using the Platform, you acknowledge that you are solely responsible for ensuring that you do not use the Services in such a way that you will be at risk of personal or psychological harm.
- 10.8 You acknowledge and agree that the limitation specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose. You expressly acknowledge and agree that the limitations of liability set out in this clause 10 are reasonable and necessary in light of the Services and you agree to be bound by the same.

11 Termination of Contract

- 11.1 The Terms will continue to apply until terminated by either you or by PetSleepover as

set out below.

11.2 If you want to terminate the Terms, you may do so by:

- (a) providing thirty (30) days' notice to PetSleepover at any time; and
- (b) closing your accounts for all of the services which you use, where PetSleepover has made this option available to you.

Your notice should be sent, in writing, to PetSleepover via the 'Contact Us' link on our homepage.

11.3 PetSleepover may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) PetSleepover is required to do so by law;
- (c) PetSleepover is transitioning to no longer providing the Services to Members in the country in which you are resident or from which you use the service; or
- (d) the provision of the Services to you by PetSleepover is, in the opinion of PetSleepover, no longer commercially viable.

11.4 Subject to local applicable laws, PetSleepover reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Platform or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts PetSleepover's name or reputation or violates the rights of those of another party.

11.5 When the Terms come to an end, all of the legal rights, obligations and liabilities that you and PetSleepover have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

12 Indemnity

12.1 You agree to indemnify PetSleepover, its affiliates, employees, agents, contributors and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your Content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Platform or attempts to do so; and/or
- (c) any breach of the Terms.

13 Dispute Resolution

13.1 Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any

Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sort).

13.2 Notice:

A party to the Terms claiming a dispute (“**Dispute**”) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

13.3 Resolution:

On receipt of that notice (“**Notice**”) by that other party, the parties to the Terms (“**Parties**”) must:

- (a) Within seven (7) days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, twenty-one (21) days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Law Institute of New South Wales or his or her nominee;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Sydney, Australia.

13.4 Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

13.5 Termination of Mediation:

If thirty (30) days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

14 Venue and Jurisdiction

The Services offered by PetSleepover are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Platform, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

15 GST

Unless otherwise stated, all amounts, including out of pocket expenses, expressed and described on or in connection with these Terms, are listed in Australian Dollars (AUD) and are GST inclusive. GST is only applicable to subscribers situated in Australia.

16 Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

17 Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

18 Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.