

PET PAWTAL TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The Pet Pawtal App and the Services made available through the mobile application are owned and operated by Vicki Kouvendaris trading as Pet Pawtal (ABN 69 321 829 400) (**Pet Pawtal**).
- 1.2 By downloading, using, browsing or accessing the Pet Pawtal App and the Services, you acknowledge that you have read, understood and accept these Pet Pawtal App Terms and Conditions (**agreement**), and agree to abide by them. If you do not accept this agreement, you must not access and use the Pet Pawtal App and the Services.
- 1.3 In this agreement, **User**, **you** and **your** means the individual who downloads, accesses or uses the Pet Pawtal App and the Services, and includes anyone acting on your behalf or with your express or implied authority).

2. YOUR OBLIGATIONS

- 2.1 Subject to the terms of this agreement, Pet Pawtal grant you a non-exclusive, personal, revocable, non-transferable and non-sub-licensable licence to download, access and use the Pet Pawtal App and the Services during the Subscription Term. You must only use the Pet Pawtal App and the Services for personal use .
- 2.2 You will not acquire, or be entitled to, any rights other than those rights expressly set out in this agreement.
- 2.3 During the Subscription Term, when accessing and using the Pet Pawtal App and the Services, you must:
 - (a) pay the Subscription Fees;
 - (b) obtain and maintain all hardware, software and communications equipment necessary to access, and use, the Pet Pawtal App and the Services;
 - (c) comply with all Relevant Laws with respect to your obligations under this agreement; and
 - (d) comply with all of our directions, policies and guidelines advised in writing to you or as displayed on the Pet Pawtal App from time to time.
- 2.4 Pet Pawtal will not be liable to you or anyone else if, for any reason, the Pet Pawtal App and the Services is unavailable at any time or for any period. From time to time, Pet Pawtal may suspend or restrict access to all, or some parts of the Pet Pawtal App and the Services. You are responsible for making all arrangements necessary for you to access and use the Pet Pawtal App and the Services.

2.5 You must not:

- (a) introduce, access, store, distribute or transmit any viruses, worm, trojan or other malicious code into the Pet Pawtal App;
- (b) violate any Pet Pawtal IP or any third party's Intellectual Property;
- (c) copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit or distribute all or any portion of the Pet Pawtal App, or any other third party software that you may access or use through the Pet Pawtal App, in any way;
- (d) access all or any part of the Pet Pawtal App and/or the Services in order to build a product, service or code which competes or reproduces the Pet Pawtal App and/or the Services (in full or part);
- (e) modify, alter, adapt, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Pet Pawtal App in any way, or otherwise learn the source code or algorithms underlying the Pet Pawtal App;
- (f) license, sell, rent, lease, sub-let, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, encumber or otherwise make the Pet Pawtal App and the Services available to any third party;
- (g) use the Pet Pawtal App or the Services for any unlawful purpose or other purpose not authorised by Pet Pawtal App in writing; and
- (h) engage in any activity or conduct that is in breach of any Relevant Laws.

3. USER DATA

- 3.1 You acknowledge that the accuracy, quality, validity and completeness of the User Data (including any pet-related information you upload to the Pet Pawtal App) created or generated by the Pet Pawtal App and Services is dependent on you using the Pet Pawtal App and the Services strictly in accordance with Pet Pawtal's instructions as specified on the Pet Pawtal App. You assume sole responsibility for any User Data obtain from, or outcomes arising from, your access to, and use of, the Pet Pawtal App and Services (including any decision, act, or failure to act by you based on any results obtained from your access to, and use of, the Pet Pawtal App and Services (including Content)). To the maximum extent permitted by Relevant Laws, Pet Pawtal do not warrant that the User Data generated or created using the Pet Pawtal App and/or Services (including any Content obtained by you from or through the Pet Pawtal App or the Services) are accurate, complete, valid, reliable, current or error-free or of a minimum quality or standard.
- 3.2 Pet Pawtal disclaim all liability and responsibility arising from any reliance placed on such User Data and Content, by you or anyone else. Pet Pawtal make no representations or warranties that use of the User Data or Content will not infringe any third party's Intellectual Property.

3.3 You agree to make your own enquiries to verify the User Data, Content or other data generated, created, displayed or published on, or via, the Pet Pawtal App, and to assess the accuracy, validity, completeness, reliability and currency of the User Data and Content. If you choose to rely upon and use the User Data (including any Content made available to you through the Pet Pawtal App and Services), you do so at your own risk.

4. SUBSCRIPTION FEES AND PAYMENT

4.1 To access and use the Pet Pawtal App and the Services, you must pay us the Subscription Fees and other amounts owing to us under this agreement during the Subscription Term. The Subscription Fees are payable in advance (on a monthly basis) in accordance with the Direct Debt Authority.

4.2 All Subscription Fees are in Australian Dollars and are inclusive of any Taxes. To the maximum extent permitted by Relevant Laws and unless otherwise stipulated in this agreement, the Subscription Fees and all other amounts owing to Pet Pawtal under this agreement are non-refundable.

4.3 When you download the Pet Pawtal App, you will be offered payment options to pay the Subscription Fees. Pet Pawtal may, at its absolute discretion and without notice to you, change the payment methods that can be used to access and use the Pet Pawtal and Services at any time.

4.4 Payment of the Subscription Fees and all other amounts owing to Pet Pawtal under this agreement are made by means of direct debit in accordance with the Direct Debt Authority in clause 5. By making payment of the Subscription Fees or any other amount owing to Pet Pawtal under the agreement, you will provide Pet Pawtal's third party payment processors with accurate and complete billing information, and you authorise Pet Pawtal and/or its third party payment processors to access your billing information (including Personal Information) for the purpose of processing your payment.

4.5 Pet Pawtal may increase its Subscription Fees for the provision of the Pet Pawtal App or charge additional fees to access premium or new functions or features of the Pet Pawtal App at any time within the Apple Store. The fee increases will come into effect in the next billing cycle. If you do not agree to these fee increases, you should cancel your subscription using the 'Subscription' function in the Apple Store as soon as you become aware of the fee increase.

5. DIRECT DEBIT AUTHORITY

5.1 By accepting this agreement, you authorise us to arrange for the Subscription Fees or any other amount owing to Pet Pawtal under this agreement to be debited from your credit card

or bank account (as applicable) as and when such fees are due and payable under this agreement (**Direct Debit Authority**).

- 5.2 You may cancel, defer or change your Direct Debit Authority by accessing the 'Subscription' function in the Apple Store. If you cancel or defer Direct Debit Authority, Pet Pawtal may not be able to provide you with access to, and use of, the Pet Pawtal App and Services, unless you provide Pet Pawtal with new Direct Debit Authority.
- 5.3 It is your responsibility to ensure that there are sufficient funds available on your credit card or bank account (as applicable) to allow each debit to be made in accordance with the Direct Debit Authority. If there are insufficient funds:
- (a) the transaction will be rejected and the payment will be treated as if it were never made;
 - (b) your financial institution may charge you a fee and/or interest;
 - (c) Pet Pawtal may charge you a dishonour fee at our prevailing rate at the time; and
 - (d) you must arrange for the debit to be made by another method or arrange for sufficient funds to be available by an agreed time so that Pet Pawtal can process the debit.
- 5.4 It is your responsibility to check your credit card or bank account statement (as applicable) to verify that the amounts debited from your credit card or bank account are correct.
- 5.5 If you cancel the Direct Debit Authority, your right to access and use the Pet Pawtal App and Services will cease at the end of the current billing cycle. If you wish to re-activate your subscription, you will need to pay the then current Subscription Fees.

6. INTELLECTUAL PROPERTY

- 6.1 You acknowledge that Pet Pawtal, or its licensors, are the owners of the Pet Pawtal App (or any Intellectual Property contained therein) including any information, Content or technology that may be provided to, or accessed by, you in connection with your use of the Pet Pawtal App and the Services (including any modifications, enhancements of the foregoing) (collectively, **Pet Pawtal IP**). Accessing and using the Pet Pawtal App and the Services does not give you (or anyone else) ownership of, or any right, title or interest in the Pet Pawtal IP.
- 6.2 Ownership of any User Data will vest in the creator of that User Data, but excluding Pet Pawtal IP.
- 6.3 You grant Pet Pawtal a worldwide, non-exclusive, royalty-free, perpetual and transferable licence to use, disclose, reproduce, store, distribute, publish, export, adapt, edit, delete, translate, produce derivative works from or copy and User Data (and all Intellectual Property contained therein) for the purpose of:

- (a) enabling Pet Pawtal to provide you with access to, and use of the Pet Pawtal App and the Services and otherwise perform our obligations and exercise our rights under this agreement;
- (b) informing you of products, services or events that Pet Pawtal may offer from time to time or in relation to Third Party Products;
- (c) identifying usage patterns, trends, and other statistical or behavioural data derived from use of the Pet Pawtal App, in aggregated anonymized form, for the purposes of providing, operating, maintaining, or improving the Pet Pawtal App and the Services, and for marketing purposes as further described in our Privacy Policy; and
- (d) sharing User Data with an Affiliate or other third party (with whom we may contract or be affiliated with from time to time) for the purposes of performing or improving the Pet Pawtal App and the Services.

7. OUR OBLIGATIONS

7.1 Subject to your compliance with the terms of this agreement, Pet Pawtal will use reasonable endeavours to provide you with access to and use of the Pet Pawtal App and the Services for the Subscription Term.

7.2 The undertaking in clause 7.1 shall not apply in the event of:

- (a) any non-conformance which is caused, or contributed, by use of the Services and the Pet Pawtal App contrary to our instructions or the terms of this agreement;
- (b) modification or alteration of the Services and the Pet Pawtal App by any party other than Pet Pawtal or its duly authorised Personnel;
- (c) the unsuitability or malfunction of the computer hardware or computer software used by you in conjunction with which the Pet Pawtal App and the Services are used;
- (d) Force Majeure Events; and
- (e) the unsuitability or malfunction of the Services when used in conjunction with any software, platforms, applications and tools supplied by a third party provider.

7.3 In the event that Pet Pawtal fail to provide you with access and use of the Pet Pawtal App and the Services in accordance with clause 7.1, Pet Pawtal shall use reasonable endeavours to correct any such non-conformance, or provide you with an alternative means of accomplishing the desired performance. The foregoing constitutes your sole and exclusive remedy for any breach of clause 7.1.

8. NO WARRANTIES

8.1 You acknowledge that any of the Services provided on, or via, the Pet Pawtal App does not constitute professional veterinarian, first aid or pet healthcare advice of any kind. You should

always consult a veterinarian or pet healthcare expert in relation to your dog's health, safety and general wellbeing. Reliance on, and use of, the Content and User Data is at your own risk.

- 8.2 To the maximum extent permitted by Relevant Laws, Pet Pawtal exclude all express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), in connection with the Pet Pawtal App and the Services.
- 8.3 Nothing contained in this agreement excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010 (Cth)* or any other international, national, State or Territory legislation where to do so is unlawful.
- 8.4 You acknowledge, and agree that to the maximum extent permitted by Relevant Laws, Pet Pawtal make no representation, warranty or guarantee in relation to the availability, continuity, reliability, accuracy, currency, validity or security of the Pet Pawtal App and the Services (or any Content or User Data) and Pet Pawtal will not be liable if the Pet Pawtal App or the Services, or becomes unavailable for any reason, including directly, or indirectly as a result of:
- (a) telecommunications unavailability, interruption, delay, bottleneck, failure or fault;
 - (b) negligent, malicious, willful acts or omissions of third parties (including third party service providers) or other users;
 - (c) maintenance or repairs carried out by Pet Pawtal or any third party service provider in respect of any of the systems used in connection with the provision of the Services or the Pet Pawtal App;
 - (d) services provided by third parties (including internet service providers) ceasing or becoming unavailable; or
 - (e) a Force Majeure Event.
- 8.5 You acknowledge that, to the maximum extent permitted by Relevant Laws, Pet Pawtal do not make any warranty or representation that:
- (a) your access to, and use of, the Pet Pawtal App and the Services will be uninterrupted, virus-free or error-free; and/or
 - (b) the Pet Pawtal App and the Services (or any Content or User Data or any information or results generated through the Pet Pawtal App or the Services), will be accurate, complete, reliable, current or is suitable for any particular purpose or use under any specific conditions, and so is provided on an "as is" basis.
- 8.6 You acknowledge that your access to, and use of, the Pet Pawtal App and use may be interrupted or unavailable during scheduled or unscheduled maintenance.

9. LIMITATION OF LIABILITY

9.1 To the maximum extent permitted by Relevant Laws, Pet Pawtal will not be liable to you or any third party for:

- (a) any Claims or Losses (including Consequential Loss); or
- (b) loss of, or damage to, any property, pet or any personal injury, illness or death to you, any third person or pet,

arising out of, relating or connected to, the provision or use of the Pet Pawtal App and the Services (or any Content or User Data or any information or results generated through the Pet Pawtal App or the Services) and this agreement, regardless of the cause of action on which they are based, even if advised of the possibility of such damage occurring.

9.2 All risk in using the Pet Pawtal App and the Services passes to you upon downloading and accessing the Pet Pawtal App. Pet Pawtal assume no responsibility and Pet Pawtal have no liability to you or anyone else for any User Data, Content or any information, results or outcomes arising from your access to, and use of, the Pet Pawtal App and the Services.

9.3 To the maximum extent permitted by Relevant Laws, under no circumstances will Pet Pawtal's aggregate liability to you or anyone else, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, exceed the amount you paid to Pet Pawtal under this agreement in the 1 month immediately preceding the date on which the Claim giving rise to such liability arose.

9.4 You agree to defend, indemnify and hold Pet Pawtal, its Affiliates and its Personnel (collectively, the **Indemnified**) harmless from and against any and all Claims or Losses, that may be brought against the Indemnified or which the Indemnified may pay, sustain or incur as a direct or indirect result of or arising out of:

- (a) your access to, and use of, or reliance on the Pet Pawtal App or the Services (including Content and the User Data);
- (b) the use by you or any third party of the Pet Pawtal App or the Services;
- (c) any breach of our or any third party's Intellectual Property or other rights caused by you;
or
- (d) any breach by you of this agreement.

10. THIRD PARTY PRODUCTS

10.1 You acknowledge that Pet Pawtal may use Third Party Providers to enable Pet Pawtal to provide you with access to, and use of, the Pet Pawtal App and the Service, and that your use of and reliance on it, is solely at your own risk.

10.2 Pet Pawtal do not endorse, sponsor or approve any Third Party Products or Third Party Providers made available on or via the Pet Pawtal App. It is your sole responsibility to determine that specific products or services used by you which may be offered through the Pet Pawtal App, meet your personal needs and/or are suitable for the purposes for which they are used.

10.3 Any rights you may have to access Third Party Products or Third Party Providers shall be limited to:

- (a) the extent of Pet Pawtal's ability to pass on such rights to you; or
- (b) the relevant Third Party Provider's terms.

11. **PRIVACY**

To the extent that Pet Pawtal come into possession of any Personal Information in the course of providing you with access to, and use of, the Pet Pawtal App and Services, Pet Pawtal agree to comply with all relevant Privacy Laws. You warrant that, in relation to any Personal Information comprising User Data or any other information disclosed to Pet Pawtal on, or via, the Pet Pawtal App, you have the authority to upload, post, publish or otherwise transmit such information on, or via, the Pet Pawtal App.

12. **SUBSCRIPTION TERM AND TERMINATION**

12.1 This agreement commences on the earlier of the date you download the Pet Pawtal App or purchase a licence to access and use the Pet Pawtal App (**Commencement Date**) and continues until terminated in accordance with clause 12 (**Subscription Term**).

12.2 During the Subscription Term you may terminate this agreement at any time by cancelling your Direct Debt Authority through the Apple Store, in which case:

- (a) this agreement will automatically terminate at the end of the current billing cycle; and
- (b) you will not be entitled to a pro rata refund of the Subscription Fees for the unused portion of the Subscription Term.

12.3 Pet Pawtal may terminate the agreement any time (without liability to you except Pet Pawtal will provide you with a pro rata refund of the Subscription Fees for the unused portion of the Subscription Term within 14 days of receiving a written request from you for a refund) by deleting the Pet Pawtal App or otherwise making the Pet Pawtal App unavailable on the Apple Store.

12.4 You agree that Pet Pawtal may, at any time and at its sole discretion, with or without cause or any notice to you, terminate, suspend or block your access to (either temporarily or permanently):

- (a) the Pet Pawtal App and/or Services; and/or
- (b) any other products and services offered on, or via the Pet Pawtal App (including Third Party Products).

12.5 Cause for such suspension or termination under clause 12.4 may include, but are not limited to:

- (a) any serious or repeated breaches or violations of this agreement, our policies and guidelines and any other agreements entered into between the parties;
- (b) serious or repeated breaches or violations of Pet Pawtal's or another person's Intellectual Property;
- (c) your failure to pay the Subscription Fees;
- (d) your activities, conduct or transactions on, or, via, the Pet Pawtal App, brings, or has the capacity to bring, Pet Pawtal into disrepute;
- (e) requests by law enforcement or other government agencies.

12.6 If Pet Pawtal terminates the agreement in accordance with clauses 12.4, you acknowledge and agree that you are not entitled to pro rata refund of the Subscription Fees for the unused portion of the Subscription Term.

12.7 You agree that all such suspensions or terminations shall be made at Pet Pawtal's sole discretion and that Pet Pawtal shall not be liable to you or any third party for any such suspension or termination.

13. EFFECT OF TERMINATION

13.1 On termination of this agreement for any reason:

- (a) Pet Pawtal will disable your access to, and use of the Pet Pawtal App; and
- (b) all licences to use the Services and rights of access to the Pet Pawtal App granted under this agreement will immediately terminate.

14. FORCE MAJEURE

Pet Pawtal shall not be responsible to you (or anyone else) if Pet Pawtal is prevented from or delayed in performing its obligations, by acts, events, omissions or accidents beyond its reasonable control, including but not limited to, acts of God, governmental actions, shipping, postal or other relevant transport strike, failure or accident, lockouts or other labour difficulty, war or national emergency, acts of terrorism, fire, explosion, flood, an act or omission of a third party, epidemic, pandemic, mandatory government shutdown or lockdown, shortage of or inability to obtain any necessary materials, equipment, facilities or services, the failure of performance provided by others, hacker attacks, denial of service

attacks, internet interruption or virus, accidents or breakdown of plant, machinery, software, hardware or communication network, or default of hosting or data centre providers (**Force Majeure Event**).

15. DISPUTE RESOLUTION

- 15.1 Any party claiming a dispute exists under the agreement must notify the other party in writing of the nature of the dispute (**Dispute Notice**), except where urgent interlocutory relief is being sought.
- 15.2 The parties must in good faith attempt to resolve any dispute between them.
- 15.3 If the dispute cannot be resolved within 30 days of receipt of a Dispute Notice, either party may commence legal proceedings in relation to the dispute.
- 15.4 Each party must continue to perform its obligations under this agreement notwithstanding the existence of any unresolved dispute.

16. UPDATES AND VARIATIONS

- 16.1 Without notice to you, Pet Pawtal may, at its absolute discretion, from time to time:
- (a) change, add or delete the functions, features, performance, or other characteristics of the Pet Pawtal App; or
 - (b) apply or install updates to, or new versions of, the Pet Pawtal App.
- 16.2 You acknowledge that the Content on the Pet Pawtal App are subject to change at any time and may be out of date at any given time. Pet Pawtal is under no obligation to:
- (a) provide support services, update, correct or fix any Content or the Pet Pawtal App to you, except as otherwise stipulated in the Support Services and Maintenance Policy; or
 - (b) notify you of any changes to the Content or the Pet Pawtal App unless required by a Relevant Law to do so.
- 16.3 Some of the provisions contained in this agreement may also be superseded by provisions or notices published elsewhere on the Pet Pawtal App. Any changes are effective immediately upon posting to the Pet Pawtal App. Your continued use of the Pet Pawtal App thereafter constitutes your acceptance of all such changes to the agreement.
- 16.4 Please read this agreement before using the Pet Pawtal App as the agreement may have changed since the last time you accessed and used the Pet Pawtal App. If you do not agree to any change, then you must immediately stop using the Pet Pawtal App and the Services.

17. SEVERABILITY

If any provision in this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this agreement which will continue in full force and effect.

18. RELATIONSHIP

No agency, principal-agent, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and us by this agreement.

19. ASSIGNMENT

Neither party shall, without the prior written consent of the other party (which will not be unreasonably withheld), assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this agreement, except that Pet Pawtal may assign, sell or transfer its rights or obligations under this agreement to an Affiliate or bona fide third party purchaser of the Pet Pawtal business.

20. ENTIRE AGREEMENT

This agreement, and any other documents referred to in it, represent the entire agreement between us and you in relation to the subject matter and supersedes any previous arrangements, agreements, representations, understandings or statements (whether verbal, in writing, or in some other format).

21. JURISDICTION AND APPLICABLE LAW

The laws of the State of New South Wales, Australia govern this agreement. The User agrees to submit to the exclusive jurisdiction of the Courts of New South Wales, Australia.

22. DEFINITIONS

In this agreement, the following words shall have the following meanings:

- (a) **Affiliate** means in relation to any party, a person which, directly or indirectly, (i) is Controlled by that party; or (ii) Controls that party; or (iii) is Controlled by a person referred to in (ii) above, and for this purpose **Control** means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes.

- (b) **Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whether present or future, fixed or unascertained, actual or contingent, at law, in equity, under statute or otherwise.
- (c) **Commencement Date** has the meaning in clause 12.1.
- (d) **Content** means all:
- (i) the information, text, materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, databases, functionality and control features of the Pet Pawtal App; and
 - (ii) the first aid, health and hygiene, body language, dietary restrictions, toxic food and plant information, guides and resources and the ground surface temperature measuring tool.
- (e) **Consequential Loss** means the following, however arising and even if it is reasonably contemplated by the parties on the Commencement Date as a likely result of breach of the agreement:
- (i) direct, indirect, consequential, incidental, special, remote or unforeseeable loss, damage, cost or expense;
 - (ii) loss of revenue, profit, income, bargain, opportunity (including marketing or advertising opportunity), use, production, customers, business, contract, goodwill, or anticipated savings, loss caused by business interruption, or the cost of obtaining new financing or maintaining existing financing, loss of or corruption to data, loss of use of data;
 - (iii) costs or expenses incurred to prevent or reduce loss or damage which otherwise may be incurred or suffered by a third party; or
 - (iv) loss or damage of the nature set out above in clauses (i) to (iii) (inclusive) that is incurred or suffered by or to a third party.
- (f) **Direct Debt Authority** has the meaning in clause 5.1.
- (g) **Force Majeure Event** has the meaning in clause 14.
- (h) **Intellectual Property** means designs, copyright, trade marks, patents, operations, software or systems, trade names and domain names, rights in goodwill, rights in confidential information or other intellectual property rights, whether under statute, common law, equity, and whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights and all similar rights which subsist or will subsist now or in future in any part of the world.
- (i) **Loss** means loss, damage, liability, charge, expense, outgoing, payment or cost of any nature or kind, including all legal and other professional costs including Consequential Loss.
- (j) **Personnel** means any person acting for on behalf of a party and includes any director, officer, or employee or contractor, of the party.

- (k) **Personal Information** has the same meaning that it has under Privacy Laws, namely information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and recorded in a material form or not.
- (l) **Pet Pawtal** has the meaning in clause 1.1, and where the context permits, includes its Personnel and Affiliates.
- (m) **Pet Pawtal IP** has the meaning given to it by clause 6.1.
- (n) **Pet Pawtal App** means the software platform made available through a mobile application, and used by Pet Pawtal to provide the Services to Users, including the application and database software for the Services, the system and server software used to provide the Services, the computer hardware on which that application, database, system and server software is installed, and all Intellectual Property contained therein, provided or otherwise made available by us on, or via, the Pet Pawtal App.
- (o) **Privacy Laws** means any applicable laws and codes of practice dealing with privacy, including the *Privacy Act 1988 (Cth)* (as amended), the Australian Privacy Principles and any other legislation, codes and policies relating to the handling of Personal Information.
- (p) **Relevant Laws** means any relevant rules of common law, principles of equity, international, federal, state and local laws, statutes, rules, regulations, proclamations, ordinances and by-laws and other subordinate legislation, rulings, or legal requirements and Privacy laws, anywhere in the world.
- (q) **Services** mean the provision of:
- (i) first aid, health and hygiene, body language, dietary restrictions and toxic food and plant tools, information, guides and resources in relation to pet dogs; and
 - (ii) a ground surface temperature measuring tool (based on live meteorological data, factoring in for UV radiation, wind conditions and humidity) to determine safe working conditions for pet dogs,
- made available through the Pet Pawtal App.
- (r) **Subscription Fees** means the fees payable by the User to access and Use the Pet Pawtal App and Services during the Subscription Term as further described on the Apple Store.
- (s) **Subscription Term** has the meaning in clause 12.1.
- (t) **Taxes** means any local, municipal, governmental, state or federal taxes of any kind, including duties, levies, tariffs, charges, contribution, imposts or any similar charges (including without limitation, sales taxes, goods and services taxes, use taxes and value added taxes).
- (u) **Third Party Products** means software, products, services or content (including all Intellectual Property contained therein) that: (i) are provided by third parties; (ii) interoperate with the Services and/or the Pet Pawtal App; and/or (iii) may be identified as third party products.

(v) **Third Party Providers** means a supplier of Third Party Products.

(w) **User, you or your** has the meaning in clause 1.3.

(x) **User Data** means all data, information (including Personal Information), meta-data, pet information and materials:

(i) uploaded to or stored on the Pet Pawtal App by the User and/or any other person on behalf of the User; or

(ii) generated by the Pet Pawtal App as a result of the use of the Services by the User and/or any other person on behalf of the User,

but excluding Pet Pawtal IP.

Yes, I have read, understood and accept this agreement.