

PETBAR - TERMS AND CONDITIONS OF USE

Effective 25 May 2018

PetBar is social media application (**PetBar App, website, site, App**) and community created to service pet owners, pet lovers and the pet services industry through its website and application.

PetBar enables users (**User, you, your, they, their**) to locate and connect with other users, organisations and businesses that operate and provide good and services in the pet services industry (**Merchants**).

“PetBar” means PetBar Pty Ltd ACN 608 492 400 and On Point Holdings Pty Ltd ACN 618 965 807 its affiliates or related entities.

1. TERMS AND CONDITIONS

1.1 These Terms and Conditions govern your use of PetBar App, whether you be an individual, an organisation or a business. In these Terms and Conditions “website” means an internet website, the PetBar App, web app, web application, app and any other like software utilised by PetBar from time to time.

2. ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE PETBAR APP.

If you do not agree to these Terms and Conditions and our Privacy Policy, Cookies Policy and any other policies we introduce from time to time (**Policies**), do not use the PetBar App. By continuing to browse, view content, post or upload content or contact Merchants using the PetBar App, you are deemed to have fully and unconditionally accepted and agreed to these Terms and Conditions.

3. ACKNOWLEDGEMENT

By downloading and using the PetBar App, you acknowledge that you are providing your express consent to receive commercial messages and notifications from PetBar, for the purposes of advertising, promoting and providing special offers relating to PetBar pursuant to the requirements of the *Spam Act 2003* (Cth).

4. PERMISSIONS WE ASK FOR:

4.1 By agreeing to our Terms and Conditions including our Policies, the user is allowing PetBar to:

- a) Send you push notifications.
- b) Access your contacts on your device.
- c) Access your location including your GPS information to get your exact location, the wireless network you are using, local cell tower information, current WI-FI points as well as access to your compass.
- d) Share photos you choose to share from your device to our site.
- e) Share media files you choose to share from your device to our site.
- f) Allows us to show you notifications on your app icon.
- g) Access information about your device hardware and software including for example: Microphone, what operating system version you are using,

advertising identifiers, device identification, language, time zone you are in and generally other information available on your device.

- 4.2. Sensors in your phone, watch or tablet including:
- a) Accelerometer
 - b) Digital Compass (Magnetometer)
 - c) Gyroscope Sensor
 - d) Black Illuminated Sensor
 - e) Ambient light Sensor
 - f) GPS Sensor (Global Positioning System)
 - g) Proximity Sensors
 - h) NFC Sensors (Near Field Communication)
 - i) Fingerprint Sensor.

- 4.3 We use the above information to activate different features in our app and for gathering information to provide the best experience when using PetBar.

5. INTELLECTUAL PROPERTY

The entire content included in the PetBar App including but not limited to text, images, logos, graphics, audio, video or code is owned by PetBar, its affiliates or related entities. Where content on the PetBar App is provided by persons other than PetBar then that content is deemed to be owned by the person providing it and is protected by Australian and International copyright laws.

6. YOUR INTELLECTUAL PROPERTY

- 6.1. When you post, distribute, share, publish or otherwise make available any material via the PetBar App, you grant us a non-exclusive, irrevocable perpetual, world-wide, royalty free and transferrable licence to PetBar (**Licence**) to use, reproduce, adapt, modify, publish or communicate to the public and other PetBar App users for the reasonable purposes of our business.
- 6.2. You warrant that you have the right to grant the Licence to PetBar as set out above and that that our exercise of the Licence will not infringe the intellectual property rights of any third party, and that the content is not defamatory, offensive or breach any law.
- 6.3. You must not transmit, broadcast, edit, adapt or make use of any content on the App belonging to PetBar, a Merchant or another PetBar user without its express permission in writing. Where any content of the App is downloaded or printed you agree that such content is to be used solely for private and non-commercial purposes or to evaluate and/or purchase any of the Merchant's products.

7. COPYRIGHT

- 7.1. The *Copyright Act 1968* protects the right of a copyright owner to publish or reproduce material such as films, music, books, photographs and computer software (copyright material).
- 7.2. You must not post, copy, transform, publish, distribute or share copyright material on the PetBar App without the express permission of the copyright owner. If you post copyright material which violates the copyright owner's rights, we may remove the content or disable your account if necessary.
- 7.3. If you continually infringe a person or company's intellectual property rights, we will disable your account indefinitely if necessary.
- 7.4. If you think your intellectual property is being infringed on the PetBar App, please contact us at info@petbar.tv.

8. **UNLAWFUL AND OFFENSIVE CONTENT**

PetBar seeks to create a safe and enjoyable environment for all users of the PetBar App. PetBar reserves the right at its discretion to remove any material it deems to be offensive, inappropriate, unlawful or which may create distress to any other user of the PetBar App of the community in general without notice.

9. **USING THE PETBAR APP**

- 9.1. The PetBar App is the online application used by you to post and communicate with other pet owners, the broader online community and Merchants.
- 9.2. When using the PetBar App, you acknowledge and agree that you must set up a user account which may require you to provide the following information:
 - a) your full name;
 - b) your mobile telephone number;
 - c) your username/email address;
 - d) your password; and
 - e) any other information PetBar deems necessary from time to time.
- 9.3. You are responsible for maintaining confidentiality of all your personal details, password and payment details. You agree to accept full responsibility for all of your activities on the PetBar App.
- 9.4. The PetBar App must only be used by persons over the age of fifteen (15) years, or otherwise under the supervision of an adult or guardian. PetBar reserves the rights to refuse service, terminate your access to the PetBar App, remove or edit any content you have posted or uploaded to the PetBar App or cancel your account without any notice to you.
- 9.5. In making the PetBar App available for use, you acknowledge that PetBar:

- a) does not provide you with any goods or services but rather facilitates your ability to connect with other pet owners and pet lovers, and locate and connect with Merchants;
- b) does not guarantee that the PetBar App systems will be error free or any errors will be corrected;
- c) does not guarantee that the PetBar App will be free from any viruses, harmful components or any other unintended third party interference; and
- d) reserves the right to alter or remove any corrupted content that subject to or was caused by a software fault, error or malicious attack.

10. PARENTAL CONSENT FOR MINORS

- 10.1 If a user is between the ages of 15 to 17 years old (inclusive) they must provide us with an adult's (Parent/Guardian's) details to which they must acknowledge and consent to the child's use of the PetBar site.
- 10.2 We require the Parent/Guardian's details as follows:
- Parent/Guardian:
First Name:
Surname:
Age:
Date of Birth:
Email Address:
- 10.3 The parent or guardian will be sent an email confirming they have consented to the child/minor having a PetBar account.
- 10.4 The parent/guardian has the right to cancel the account at any time and can do this through the accounts settings.
- 10.5 The parent/guardian must agree to the Terms and Conditions of PetBar and the use of PetBar.

11. USERNAME AND PASSWORD

- 11.1 When you as a user becomes a member, you will be asked to create a Username and Password for your account.
- 11.2 Your Password that MUST contain a minimum of 6 characters and up to 15 characters. The Password must contain a minimum of one Upper case character, one lower case character and at least one number.
- 11.3 You are solely responsible for selecting your username and password in relation to using the PetBar App and any of its affiliates or related entities will not be responsible or liable to you resulting from:
- a) an inappropriate or poor choice of username or password;
 - b) a failure to change your password on a regular basis;
 - c) a failure to promptly inform PetBar of a possible identity theft; or
 - d) a failure to keep your username and password hidden and secret.

12. ACCESS AND RESTRICTIONS

- 12.1 You acknowledge and agree that from time to time access to the PetBar App may be denied for any one or all of the following reasons:
- a) maintenance and/or repairs;

- b) upgrades and enhancements;
- c) PetBar server down time or failure;
- d) PetBar systems down time or failure; or
- e) software utilised by PetBar is corrupt or has failed.

13 YOUR OBLIGATIONS WHEN USING PETBAR

13.1 PetBar requires you as the User, whether a registered User or not, to agree and acknowledge the following:

- a) You will not post unauthorised commercial communication such as spam on our site or transmit to any other User on this site.
- b) You will not upload a virus or malicious malware to this site.
- c) You will not collect any User Content via any electronic, digital or any other means without written consent of PetBar.
- d) You will not hack anyone's content or account.
- e) You will not troll against any and all PetBar Users.
- f) You will not use or engage in any Pyramid schemes on our site.
- g) You will not post any content that contains in text, images, video , audio or any form which that displays, promotes or glorifies cruelty to animals.
- h) You will not abuse, bully, harass, threaten, impersonate or intimidate any person, or engage in any conduct that may intimidate or discriminate against another user.
- i) You will not post any content which includes pornography, nudity, violent or hateful content, or any content that is likely to offend other Users, including any content that is not permitted under the laws of the jurisdiction where you use the services.
- j) You will not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, or private information from any user.
- k) You will not create multiple accounts for the purpose of voting for or against users photographs/ images/ content.
- l) With the exception of accessing RSS feeds, you will not use any robot, spider, scraper or other automated means to access the site for any purpose without our express written permission.
- m) You will not take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the website or App or any activities conducted on the website or App, or bypass any measures we may use to prevent or restrict access to the website or App.

- n) You will not artificially inflate or alter vote counts, blog counts, comments, or any other aspect of the website, App or Products or for the purpose of giving or receiving money or other compensation in exchange for votes, or for participating in any other organised activity that in any way artificially alters the results of the website, App or Products.
- o) You will not approach or pressure any user to buy or sell any products or services, or to use any information obtained from the website, App or products in order to contact, advertise to, solicit or sell to any user without their prior express consent.
- p) You will not promote or sell content or products that belong to another person or company without their prior, written consent.
- q) You will not do anything that may mislead or affect the use of PetBar by other Users.
- r) You will not operate any motorised transportation including but not limited to motor cars, motor bike, moped, or trucks, heavy machinery, boats, marine vehicles, cranes bikes, motorbikes or other engine, battery recreational equipment or devices whilst using or visiting our website or App.
- s) You will not be distracted from any activity you are currently or were doing prior to checking the site, your feed or viewing video content, advertisements or anything posted on our site.
- t) You will not leave children, the aged, disabled, special needs persons, pets, friends or any other person or animal unattended whilst they are left in your care, when you are using our website or App.
- u) Please do not walk, run, jog or exercise whilst viewing our site. Take all care in protecting yourself and others whilst using our site or any site associated with PetBar. Your safety and the safety of others is your responsibility and lies solely in your hands. Be responsible. LOOK WHERE YOU ARE GOING!
- v) Do not share any of your password login information with any person. If you share this information to anyone, you are allowing them to access your account and they may post or share illegal or inappropriate content under your account. DON'T GIVE OUT YOUR INFORMATION TO ANYONE.
- w) Please be take care when friending other Users and always remember other users you friend can see your posts and other content, so be selective who you make contact with.
- x) When you are finished with a session, ensure you log out.
- y) Please do not post any content that may infringe another person's or company's intellectual property. You are responsible to ensure you have permission to post any content.
- z) Always think about the potential consequences of posting or sharing text, images, video or other content before you post or share it and consider the impact it may have on other users, you family friends or colleagues.

- aa) PetBar, its directors, employees, associated companies of PetBar do not take any responsibility for information posted or shared by users of our site.
- bb) As the User agree and acknowledge not to violate any local, state, national, foreign or international statute, regulation, rule, order, treaty or other law applicable in that jurisdiction.
- cc) The User agrees and acknowledges not to create any account under another person's name or a false name or impersonate another person, company or organisation when using our site.
- dd) Users shall not advertise or promote competitions, giveaways, raffles or any other form of competition without obtaining consent, license or permit as may be required by an authority, government or other body as may be required within the municipality, county, state or country in which you are located. PetBar will not be responsible for policing such permits and shall not be responsible for checking the validity of the above and reserve the right to take down any content which violates any statute, regulation, rule, order, treaty or other law if required to do so by a duly authorised authority.
- ee) The User agrees and acknowledges not to try to hack or gain access to our PetBar site nor should you use data mining, robots or similar data gathering or extraction methods for gaining information to our site, nor should you try to gain access to any part of our site, gain access to user personal information, accounts information, server or networks as used by PetBar through any means whether it be hacking, password mining or any other methods of access to the site or information contained herein.
- ff) PetBar uses all possible means to ensure the safety of its Users, however PetBar cannot guarantee the safety of information as shared by you.

14 WHAT WE EXPECT FROM OUR USERS:

- 14.1 If we believe someone has infringed the rights of another user we reserve our right to remove this content at on discretion and in accordance with your acknowledgement that you have agreed and understood on becoming a user that they understand all of our terms and conditions, policies and information as provided by PetBar.
- 14.2 No user shall gather information of another user which may be personal or sensitive information about a user whether of a personal or financial manner.
- 14.3 Any information that a user obtains or posts about another user may only be done with the consent of the user whose information is being posted by another person.
- 14.4 You must not do anything that may infringe another user or company's intellectual property in accordance with clauses 5, 6 and 7 of these Terms and Conditions.
- 14.5 PetBar reserves its rights to delete any user account that we believe is infringing other people's rights.

15 YOUR ACCOUNT SECURITY AND REGISTRATION

15.1 As a user of PetBar you are providing us with your personal information. All users are required to warrant and guarantee the following:

- a) You will only provide true information when you are creating your account and you will keep your information current.
- b) You will not use PetBar if you are a convicted sex offender.
- c) You will not create an account in the name of any other person or use any other person's information in creating an account which you control.
- d) If PetBar has deleted or restricted your account, you will not create another account in your name or alternative name without the consent of PetBar.
- e) You will not transfer your account to anyone without PetBar's written consent. You also acknowledge and agree that should you transfer your account without our consent, you will be held responsible for any activities, whether criminal or otherwise, of that account.
- f) Should a dispute arise about a user name that may be subject to copyright or trade mark breach, we reserve our right to delete this name or suspend or terminate the account.

16 YOUR PRIVACY

PetBar is an organisation that respects and values your privacy and agrees to use all reasonable endeavours to keep your private and personal information safely and securely stored at all times to avoid misuse, loss, unauthorised access, modification or disclosure and handle your private and personal information in an appropriate manner.

PetBar gathers information in accordance with PetBar's Privacy Policy, our obligations under the *Privacy Act 1998* (Cth) and the additional rights provided to Users located in the European Union (**EU**) under the General Data Protection Regulations (**GDPR**).

To view our Privacy Policy, please click [here](#).

17. COOKIES

From time to time, PetBar may use Cookies to us learn more about how you use the PetBar App and make it easier for you to use the App on return visits. Please read our Cookies Policy [here](#).

18. UPDATES

- 18.1. PetBar will continue to ensure that we provide our users with the best service and experience possible. From time to time we will need to make amendments to our services or Terms and Conditions or Policies (**Updates**). We will notify you of Updates from time to time. You will have the opportunity to read these and accept them in order to continue using our services.
- 18.2. PetBar recommends you carefully read, each time you visit the website, the Terms and Conditions as they may affect your rights.
- 18.3. In addition, PetBar may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications.
- 18.4. Updates may modify or delete certain features and/or functionalities of the Application. You agree that PetBar has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.
- 18.5. You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

19 OMISSIONS AND ERRORS

- 19.1 Whilst PetBar makes every effort to ensure the accuracy of the PetBar App's content, you acknowledge that periodically omissions or errors may appear in relation to some content of PetBar App including but not limited to errors in the price, name, description, or any other aspect of the Merchant's goods and services. If you believe that an error or omission exists on the PetBar App, we kindly request that you immediately notify us of the error or omission.
- 19.2 You acknowledge and agree that PetBar is not in any way liable to you for any direct or indirect loss, damage, cost or expenses suffered or incurred by you as a result of any error or omission appearing on the PetBar App.

20 PETBAR LIABILITY FOR GOODS AND SERVICES SUPPLIED BY MERCHANTS

PetBar is not liable to you or any other person for any claim, demand, action, suit, proceeding, liability, loss, damage, cost, fee or expense of whatever nature suffered or incurred by you or any other person from the purchase or use of any good and services at the Merchant, and you agree to indemnify PetBar from and against any claim, demand, action, suit, proceeding, liability, loss, damage, cost, fee or expense of whatever nature suffered or incurred by you or any other person under this clause.

21 INDEMNITY

- 21.1 You agree to indemnify and hold harmless PetBar and its related corporations, affiliates and the officers, directors, employees and agents of these entities, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from or in connection with:
 - a) your use of and access to the PetBar App;

- b) your violation of any term of these Terms and Conditions; and
- c) your violation of any third party right, including without limitation any copyright, property, or privacy right;
- d) any claim that one of your user submissions caused damage to a third party;
- e) any and all claims that you may have against a Merchant;
- f) use of your user submissions by PetBar;
- g) supply of goods and services by the Merchant; or
- h) your use of the Merchant's goods and services.

22. TERMINATION

If you breach these Terms and Conditions or create a risk to PetBar or other uses of the PetBar App, or do anything unlawful on the App, we will notify you by email and disable or terminate your access to the App. If we terminate your access to the PetBar App all of your obligations in Clauses 5, 6, 7, 8, 14 and 18 herein remain in force.

23. GENERAL

These Terms and Conditions of Use constitute a legally binding agreement between you and PetBar concerning your use of the PetBar App. These Terms and Conditions of Use are governed by the laws of the State of Victoria and all Federal laws of Australia. Any claim or dispute between you and PetBar that arises in whole or in part from the PetBar App will be decided exclusively by a court of competent jurisdiction located in the State of Victoria.

24. SEVERABILITY

If any provision of this agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

25. WAIVER

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

26. CONTACT US

We are here to help you enjoy your experience using the PetBar App.

Should you have any questions concerning Petbar, these Terms and Conditions or any other policy, please feel free to contact us at:

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C/- PO Box 644
Carlton South VIC Australia 3053
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