

## Adopt-A-Dog market place

### Terms and Conditions (Shelters)

1. The Adopt-A-Dog™ market place matches rescue dogs listed by shelters and other dog rescue organisations (**Shelters**) and prospective adopters.
2. By using SavourLife Pty Ltd ACN 162 723 882's (**SavourLife**) Adopt-A-Dog market place, the Shelter accepts these Terms and Conditions and the terms of the SavourLife Privacy Policy.

#### Listings and participation in the market place generally

3. All dogs listed by a Shelter on the Adopt-A-Dog market place must be genuine rescue dogs, presently in a pound / shelter or foster care situation in Australia. For the avoidance of doubt, a Shelter is not permitted to list dogs on behalf of private individuals, to post listings for fake or unavailable dogs or to post generic listings for types or groups of dogs.
4. A Shelter must ensure that each listing posted by or on behalf of the Shelter is accurate, comprehensive and current. Shelters must promptly change the status or remove from listing any dog that is "on hold", that has been successfully adopted or has otherwise been withdrawn from the Adopt-A-Dog market place.
5. Shelters must use all reasonable efforts to promptly respond (typically within at least 72 hours) to any inquiries by a potential adopter of a listed dog made through the Adopt-A-Dog market place.
6. Shelters must keep their contact information and other details in connection with the Adopt-A-Dog market place current at all times. This includes the Shelter's displayed name, profile, logo adoption policy, website address, Instagram address, Facebook address, other social media address, donation page (and associated bank account details), adoption inquiry email and adoption enquiry phone number that is posted or accessible on the Adopt-A-Dog market place.
7. Shelters are responsible for maintaining the confidentiality of any user name or password assigned by SavourLife and are responsible for all actions of users of any account for the Shelter established in respect of the Adopt-A-Dog market place.
8. Each Shelter must not in association with the Adopt-A-Dog market place do any of the following:
  - (a) post any misleading or deceptive material, including without limitation as to the availability, health, temperament or condition of any dogs;
  - (b) post or otherwise communicate any threatening, abusive, defamatory, derogatory, obscene or indecent material;
  - (c) post or otherwise communicate any overly negative emotive references including for example without limitation directly or indirectly to an expected euthanasia date (i.e. "hurry, he / she doesn't have much time left");
  - (d) post personal information about the previous owner(s) of a listed dog or other individuals without their express permission;
  - (e) post listings of dogs that are plainly not suitable for adoption including known aggressive temperament;

- (f) post listings containing advertising for commercial organisations, products or services (other than for the Shelter itself or its related or affiliated dog rescue organisations or dog rescue industry associations);
- (g) infringe any third-party copyright;
- (h) copy, modify, or distribute any third party's content without their consent; or
- (i) violate any laws.

### **Fees; and eligibility for donations**

- 9. SavourLife does not charge any fees for Shelters to list a dog for adoption on the Adopt-A-Dog market place.
- 10. All Shelters that have less than 5 employees nationwide and annual revenue of under A\$250,000 nationally in order to receive donations. Shelters who do not otherwise meet that criteria are not eligible for donations, but are able to use the Adopt-A-Dog market place free of charge.
- 11. SavourLife will donate A\$20 to an eligible Shelter for every unique dog listed by that Shelter, that is assigned a SavourLife ID number and is otherwise made validly available for adoption. SavourLife will also donate to that Shelter another A\$30 if that dog is verified to have been adopted through the Adopt-A-Dog market place. In order to claim the second donation, the Shelter must provide to SavourLife the relevant SavourLife inquiry ID, the new owner's details, the dog's microchip number and also change the dog's status to "adopted" on the relevant listing.
- 12. SavourLife has no obligation to make any donation if SavourLife forms the reasonable view that the Shelter is in breach of these Terms and Conditions, or is participating in a scheme to fraudulently or unethically obtain such donations or the listing or adoption of the dog does not otherwise comply with these Terms and Conditions.
- 13. SavourLife reserves the right to change the donation criteria, amount, or to discontinue making such donations generally, at any time at its sole discretion.

### **General terms**

- 14. SavourLife has the right to reject or remove any listing, or suspend, limit or terminate participation by a Shelter in the Adopt-A-Dog market place, where SavourLife in its absolute discretion determines that the Shelter has not complied with these Terms and Conditions or it is otherwise appropriate in all the circumstances. SavourLife may also reject or remove listings of dogs (including certain breeds generally) that are in SavourLife's view unsuitable for adoption. Despite the above rights and any step taken to exercise such rights, SavourLife does not thereby accept any liability for monitoring the Adopt-A-Dog market place or for unauthorised or unlawful content posted on the Adopt-A-Dog market place. Each Shelter accepts that SavourLife is not under any obligation to monitor any data or content which is submitted to or made available on the Adopt-A-Dog market place.
- 15. When a Shelter posts content on the Adopt-A-Dog market place, including pictures, video or imagery of dogs, that Shelter grants to SavourLife, and represents to SavourLife that it has the right to grant SavourLife, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise any and all copyright and other intellectual property rights to that content, in any media whether now known or to be discovered in the future, including without limitation in respect of SavourLife packaging and labelling, advertising and marketing materials, websites, social media channels, third party sites and applications. The Shelter also waives all moral rights the Shelter may have in that content to the fullest extent permitted by law.

16. SavourLife does not guarantee continuous or error free access to the Adopt-A-Dog market place by participants. While SavourLife will use reasonable efforts to maintain an uninterrupted service, SavourLife cannot guarantee this and, to the extent permitted by law, SavourLife does not give any promises or warranties (whether express or implied) about the availability of the Adopt-A-Dog market place or that the Adopt-A-Dog market place and associated functionality will be uninterrupted or error-free. Functionality in the Adopt-A-Dog market place may not occur in real time. That functionality may be subject to delays beyond SavourLife's control, including without limitation, delays or latency due to a Shelter's physical location or a Shelter's wireless data service provider's network.
17. Nothing in these Terms and Conditions excludes, restricts or modifies any rights or statutory guarantees that a Shelter may have under applicable laws that cannot be excluded, restricted or modified, including any such rights or statutory guarantees under the *Australian Consumer Law*. To the extent that these Terms and Conditions are found to exclude, restrict or modify any such rights or statutory guarantees, those rights and/or statutory guarantees prevail to the extent of the inconsistency.
18. Participation in the Adopt-A-Dog market place does not create any partnership, or principal and agent, relationship between SavourLife and a Shelter.
19. SavourLife may update these Terms and Conditions at any time, with updates taking effect when a Shelter next uses the Adopt-A-Dog market place or after 14 days, whichever is sooner.
20. These Terms and Conditions are governed by the law of the State of New South Wales and each Shelter agrees that any dispute is subject to the non-exclusive jurisdiction of the Courts operating in the State of New South Wales.

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