

Adopt-A-Dog & Adopt-A-Cat marketplaces

Terms and Conditions (Shelters)

1. The Adopt-A-Dog™ and Adopt-A-Cat™ marketplaces (collectively referred to as the “**Marketplaces**”) matches rescue dogs and cats (**animals**) listed by shelters and other rescue organisations (**Shelter**) with prospective adopters.
2. By using SavourLife Pty Ltd ACN 162 723 882's (**SavourLife**) Marketplaces, the Shelter accepts these Terms and Conditions and the terms of the SavourLife Privacy Policy [here](#).

Listings and participation in the Marketplaces generally

3. All animals listed by a Shelter on the Marketplaces must be genuine rescue animals, presently in a pound / shelter or foster / rescue care situation in Australia. For the avoidance of doubt, a Shelter is not permitted to list animals on behalf of private individuals, to post listings for fake or unavailable animals or to post generic listings for types or groups of animals.
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status or remove from listing any animal that is "on hold", that has been successfully adopted or has otherwise been withdrawn from the Marketplaces.
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 animal made through the Marketplaces.
6. Shelters must take all reasonable steps to ensure the welfare of any listed animal, including undertaking appropriate checks with respect to any potential adopter.
7. Shelters must keep their contact information and other details in connection with the Marketplaces 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 Marketplaces.
8. Shelters are responsible for maintaining the security of Marketplaces login credentials assigned by SavourLife and are responsible for all actions of users of any account for the Shelter established in respect of the Marketplaces. Shelters must immediately notify SavourLife if it becomes aware of or suspects that its username and/or password has been compromised, including unauthorised access, loss, theft or disclosure of login credentials.
9. Each Shelter must not in association with the Marketplaces 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 animal;
 - (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 animal or other individuals without their express permission;

- (e) post listings of animals 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/cat rescue organisations or dog/cat rescue industry associations);
- (g) infringe any third-party rights including intellectual property rights or moral rights;
- (h) copy, modify, or distribute any third party's content without their consent; or
- (i) violate any applicable laws or regulations.

Fees

- 10. SavourLife does not charge any fees for Shelters to list an animal for adoption on the Marketplaces.

Eligibility for donations – applies to Adopt-A-Dog only

- 11. Shelters that have less than 5 employees nationwide and annual revenue of under A\$250,000 nationally may be eligible to receive donations. Shelters who do not otherwise meet that criteria are not eligible for donations, but can use the Adopt-A-Dog marketplace free of charge. SavourLife determines who is and isn't eligible for donation at their sole discretion.
- 12. 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 marketplace. 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.
- 13. SavourLife has no obligation to make any donation if SavourLife in its reasonable opinion determines 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.
- 14. SavourLife reserves the right to change the donation criteria, amount, or to discontinue making such donations generally, at any time at its sole discretion. It is SavourLife's intention that the donations be directed to the welfare and benefit of rescue dogs.

Intellectual Property

- 15. When a Shelter posts content on the Marketplaces, including pictures, video or imagery of animals (**Content**), that Shelter grants to SavourLife, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers), transferrable right to use, reproduce, modify, communicate to the public and otherwise exploit the Content, 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.

Privacy

- 16. The Shelter acknowledges that SavourLife may share limited personal information of prospective adopters with the Shelters for the sole purpose of facilitating the adoption of an animal on the Marketplaces.
- 17. Where SavourLife shares personal information with the Shelter, the Shelter represents and

warrants that:

- (a) it will only use the personal information to facilitate the adoption of an animal on the Marketplace;
- (b) its use of the personal information will be handled in accordance with the *Privacy Act 1988* (Cth), SavourLife's Privacy Policy and any other applicable privacy laws by which it is bound;
- (c) it will use take all measures to safeguard the personal information shared under this clause;
- (d) it will immediately notify SavourLife if it becomes aware of or suspects the personal information has been compromised; and
- (e) it will delete personal information shared under this clause within 30 days of an adoption being finalised.

Liability and indemnity

- 18. SavourLife does not accept any liability for the Shelter's use of the Marketplaces or for unauthorised or unlawful content posted on the Marketplaces by a Shelter. 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 Marketplaces.
- 19. Without limiting SavourLife's rights, the Shelter indemnifies SavourLife and each of their Personnel (Indemnified Persons) against any liability, loss, damage, costs (including legal costs on a solicitor and own client basis) or expense incurred by any Indemnified Person as a result of:
 - (a) the Shelter's use of the Marketplaces;
 - (b) any claim made against any of the Indemnified Persons for infringement of a third party's Intellectual Property Rights arising out of or in connection with the Shelter's use of the Marketplaces;
 - (c) any fraud, wilful default or negligent act or omission of the Shelter or any of its Personnel in connection with these Terms and Conditions; and
 - (d) the death or injury of any person, animal or loss or damage to property of any of the Indemnified Persons or a third party arising from the performance or non-performance by the Shelter of its obligations under these Terms and Conditions.
- 20. The indemnity in clause 19 will continue to apply after the termination of these Terms and Conditions.
- 21. Each party's liability under these Terms and Conditions will be reduced to the extent that the relevant loss or damage was caused or contributed to by the other party.

Representation and warranties

- 22. SavourLife does not guarantee continuous or error free access to the Marketplaces. 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 Marketplaces or that the Marketplaces and associated functionality will be uninterrupted or error-free. Functionality in the Marketplaces 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.
- 23. The Shelter represents and warrants that the Content published by the Shelter on the Marketplaces will not:
 - (a) infringe any person's rights (including intellectual property rights and moral rights);

- and
- (b) constitute a misuse of any person's confidential information.

Termination

24. SavourLife has the right to reject or remove any listing, or suspend, limit or terminate participation by a Shelter in the Marketplaces, 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 animals (including certain breeds generally) that are in SavourLife's view (acting reasonably) unsuitable for adoption.

Business Ethics, Anti-Bribery and Corruption and Sustainability

25. The Shelter represents and warrants to SavourLife that it will comply with the Business Ethics Laws during the Term.
26. When carrying out its obligations under these Terms and Conditions, the Shelter must comply with all Anti-Bribery Laws.
27. The Shelter will:
- (a) ensure that its Personnel comply with clauses 25 and 26 in connection with the performance of its obligations under these Terms and Conditions;
 - (b) provide all reasonable co-operation and assistance in relation to any reasonable requests for information of the supplier that will allow SavourLife to comply with the its mandatory sustainability requirements; and
 - (c) work in good faith to address and/or remediate any issues identified in relation to the Shelter's sustainability practices.
28. Any breach of clauses 25 to 27 by the Shelter shall be deemed a material breach under clause 24 of this Agreement.
29. For the purposes of this clause:
- (a) **Anti-Bribery Laws** means all legislation and regulations and any policies with the force of law in any jurisdiction relating to anti-bribery and anti-corruption, being all laws around the world that generally prohibit bribery of governmental officials or any other giving or receiving of bribes between private commercial parties in connection with conducting business, including Chapter 4, Division 70 of the *Criminal Code Act 1995* (Cth) (Australia).
 - (b) **Business Ethics Laws** means the laws applicable to the [counter party] in relation to the following:
 - i. fundamental human rights and in particular the prohibition of:
 - 1. using child labour and any form of forced or compulsory labour including human trafficking and
 - 2. organising or supporting any form of discrimination amongst its employees or towards its suppliers and subcontractors;
 - ii. labour, immigration and prohibition of illegal work; and
 - iii. anti-money laundering.
 - (c) **Personnel** means all employees, agents, consultants and sub-contractors of a party.

General terms

30. **Consumer guarantees:** 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.
31. **Relationship:** Participation in the Marketplaces does not create any partnership, or principal and agent, relationship between SavourLife and a Shelter.
32. **Severability:** Any provision of these Conditions that is illegal, void or unenforceable will be severed without affecting the other provisions.
33. **No assignment:** Shelters may not assign any or all of its rights or obligations under these Terms and Conditions without the prior written consent of SavourLife.
34. **No waiver:** If either party does not enforce, or delays the enforcement of any obligation of the other party under these Terms and Conditions, it will not waive any breach of that obligation or preclude that party's right to subsequently enforce that or any other obligation of the other party.
35. **Updates:** SavourLife may update these Terms and Conditions at any time, with updates taking effect when a Shelter next uses the Marketplaces or after 14 days, whichever is sooner.
36. **Governing law:** 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.

Version 2.0: 23 September 2025