

Pet Alliance Pty Ltd

ABN 83 629 060 724

[www.petalliance.com.au](http://www.petalliance.com.au)

## TERMS OF USE

Please carefully read the following general terms of use. **These terms cover this website: [www.petalliance.com.au](http://www.petalliance.com.au)**, which is owned by Pet Alliance Pty Ltd. Throughout this document, Pet Alliance Pty Ltd, (ABN 83 629 060 724), may also be described as “Pet Alliance”, “our”, “we”, “us” or “the website”.

### 1. Acceptance of the terms of use:

By accessing the website, you are deemed to have agreed to these terms of use. Using this website, any service provided in or accessed via the website, subjects you to the terms and conditions applicable to that service either on its own or in addition to these terms of use.

We suggest that you read these terms periodically as the Terms of Use may be altered from time to time due to legislative or other changes.

### 2. Access to the website, copyright, intellectual property rights:

The website and its contents may be accessed for informational use only, other than where you have been granted login access in order to use contents or services in the website. We allow access for the purpose of private study, research etc., as permitted under the Copyright Act 1968 in Australia and international copyright and database rights laws. You are not permitted to use this website for commercial purposes, business or commercial gain and you must not extract and / or re-utilise, in full or in part, any of the contents in the website, unless you request and receive written consent from us or from our suppliers.

The entire content in the website, including but not limited to, software, design, layout, graphics, images (including photographs), logos, button icons, trademarks and registered trademarks and text is the property of Pet Alliance Pty Ltd or its suppliers and we reserve all rights in such, as may be protected under copyright or trademark legislation in Australia and/or internationally.

Where other trademarks used on the website are not owned by us, they are the property of the respective owner.

To the maximum extent permitted by law, we make no warranties, express or implied, in relation to the website and its contents including, without limitation, any warranties relating to infringement of intellectual property rights of a third party.

We respect the intellectual property rights of others and therefore request that you notify us in writing where you believe that your work has been copied in a way that constitutes copyright infringement or where use of your trademark infringes your rights.

### 3. Your Privacy rights:

Your Privacy is important to us, so please take time to view our Privacy Statement found on a separate page in this website. However, our Privacy Policy complies with National Privacy Principles.

### 4. Your responsibilities:

You may be required to register for a user account. If you use this site as a registered account user, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept all responsibility for all activities that occur under your account or password. Pet Alliance reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion.

When you use or access the website you agree that:

i). You will not provide content or conduct yourself in a way that may lend cause to, or be construed as: to cause interference or disruption in the website or to other users in the website or other services provided in the website; unlawful; illegal; harmful; threatening; fraudulent; false; misleading; defamatory; obscene or indecent; to impair, or infect with, or cause to delete, all or any part in the website with a virus or other operation or program; to diminish or otherwise damage any goodwill and / or reputation in the website, its content or our business activities in general; violation of any relevant law.

ii). Any information you provide to us is accurate and a true representation in itself or of you and you will not lend cause to forge, conceal or misrepresent your association with any person or entity or the origin of any content provided by you.

### 5. Third party websites:

Where the website provides links to other websites (3<sup>rd</sup> party) that are not in our control, we shall not be responsible, in any way, for such websites, including your reliance on same, and any such link to another website does not imply endorsement of all, or any, of the content in such website. Your access and use is governed by the terms and conditions of that third party website.

### 6. Website availability and updates:

We reserve the right to make any amendment to the website in order to provide up to date information, additional services or changes to our terms or policies, allow for repairs, maintenance and to delete information. We may need to suspend access to all or part of the website without notice.

Due to the unreliability of the internet, and whilst all reasonable steps will be made to ensure we provide availability to the website in a secure, fault and virus free environment, we do not guarantee availability, security, fault or virus free experiences to the website, including the internet, and any hardware and software systems you use to access the website, or any information passing through these systems. All care is taken to ensure the accuracy of information in the website, however from time to time error or omission may occur and we reserve the right to make amendment. The website is provided to you on an “as is” and “as available” basis and we will endeavour, wherever reasonably possible, to limit the frequency and duration of such occurrences.

### 7. General information:

The website contains general information on our products and services, and any such reference is not an offer to sell goods or services at, by, or through, the website to persons other than registered users and does not imply or warrant availability of products or services at any time.

Any pricing that is displayed is RRP, (Recommended Retail Price) and inclusive of 10% GST in Australia. Pricing displayed

on the B2B Online website for login account customers are quoted exclusive of 10% GST.

#### **8. Warranties:**

Our goods are sold to retailers, wholesalers and other establishments, who qualify for direct trade with us. Any references to warranties made on our website or that of a 3<sup>rd</sup> party are subject to the following:

i). as the sole Australian importer of the products we offer, we are only responsible for the warranty pertaining to those goods which have originally passed through us. We do not accept any liability or warranty claims for identical products purchased locally or overseas through online or other means, unless they have originated from us.

#### **9. Indemnity and Liability**

You agree that any use of and / or reliance on, information in the website and its links, is at your own risk. The website owner makes no representations in the website and will not take responsibility for the consequences, delays or failures in the website including to its contents accuracy or suitability or in same, any links provided in the website, including advertisements or third party information, except as stated and the website owner excludes all:

To the maximum extent permitted by law, in no event shall we be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display of, reliance on, or use of the website or its content or services or another hyperlinked website or with the delay or inability to access, display or use the website or its content or services whether based on negligence, contract, tort, strict liability, or otherwise, and even where we have been advised of the possibility of such damages or due to events beyond our control, including without limitation acts of God, fire, flood, accident or terrorism.

Where statutory rights prohibits any term or liability to be excluded and where we are found liable for any loss or damage arising out of or in any way connected with any of the occurrences described above, then to the maximum extent permitted by law, our liability will not exceed to more than the resupply or the cost to resupply information or services in the website.

The limitations specified herein will survive and apply even if any limited remedy specified in these terms is found to have failed its essential purpose. The limitations of liability provided in these terms inure to the benefit of us.

You must indemnify us, and keep us indemnified, against all actions, proceedings, losses, liabilities, claims, demands, costs and expenses (including reasonable legal expenses):

- i). suffered or incurred by a third party in relation to any actual or threatened claim amounting from any breach of the terms of use by you and any of your agents, employees or contractors; and
- ii). otherwise arising from a breach by you or other third party, including any negligent or wilful act or omission.

#### **10. Other information:**

If any part of the terms of use is deemed invalid or unenforceable, for whatever reason, then that part shall be struck out and will not affect the continued operation of the remaining provisions. Any failure to assert any right or remedy under these terms of use, will not be construed as a waiver of

those rights or remedies and as such will remain in force and effect.

The terms of use are governed by and shall be construed in accordance with the laws of the state of New South Wales, Australia and the parties submit to the jurisdiction of the courts of that state and country.