

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

### Terms and Conditions (Adopters)

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 (**Shelters**) with prospective adopters.
2. By using SavourLife Pty Ltd ACN 162 723 882's (**SavourLife**) Marketplaces, you accept these Terms and Conditions and the terms of the SavourLife Privacy Policy [here](#).
3. You must be at least 18 years of age to use the Marketplaces.
4. You must provide complete and valid contact information, including a valid email address (and promptly update SavourLife should the details you have provided change for any reason). SavourLife will share your personal information with the relevant Shelter for the purposes of referring any inquiry regarding the adoption of a dog or in respect of the operation of the Marketplaces generally.

### Listings and adoptions generally

5. Listings on the Marketplaces are posted by Shelters. While SavourLife does conduct due diligence into each Shelter, the information associated with each listing is not verified or checked by SavourLife in any way. You should take all the usual steps that a normal prudent prospective pet owner would ordinarily take both in verifying the completeness, accuracy and currency of the listing information directly with the Shelter and also being satisfied generally as to vet checks, physical examinations, de-sexing, vaccinations and microchipping.
6. Without limitation of the above, SavourLife itself does not make any representation, endorsement or guarantee about the health, temperament or condition of any animal listed on the Marketplaces or as to the credentials or the practices of Shelters who utilise the Marketplaces. SavourLife further recommends that you have any animal independently examined by a veterinarian prior to adoption.
7. In addition to any terms provided by the Shelters, if you adopt an animal listed on the Marketplaces, you agree to take all reasonable steps to ensure the welfare of that animal following adoption, including caring for that animal in a humane and responsible manner, providing clean and adequate shelter, food, water and veterinary care.

### Third party links; donation buttons

8. The Marketplaces may contain links to external websites including that of Shelters, our distributors and other third party organisations. SavourLife takes no responsibility for the content of such sites, nor do links to such sites imply an endorsement or an approval by SavourLife of that particular Shelter or site.
9. By electing to click on the "Donate" button associated with a Shelter on the Marketplaces, you will be redirected to the Shelter's website or a third party payment portal. You acknowledge and agree that by utilising any such Shelter or third party payment services, you are bound by the terms and conditions of that Shelter or third party and SavourLife is not liable for any loss, claims or damages howsoever arising in connection with your use of that Shelter's site or third party's services.

### Complimentary dog food – applies to Adopt-A-Dog only

10. Once a genuine adoption through the Adopt-A-Dog marketplace has been confirmed by

SavourLife, SavourLife will in its discretion post to you a complimentary bag of SavourLife dog food at the address in mainland Australia or Tasmania provided by you on signing up to the Adopt-A-Dog market place or as may be notified by you to SavourLife from time to time.

11. If SavourLife chooses to send you a complimentary bag of dog food, delivery costs will be at SavourLife's expense. Any food delivered to an old address which you do not receive because you have not notified SavourLife of a change of address will not be replaced.
12. For the avoidance of doubt, no complimentary food will be given for adoptions through the Adopt-A-Cat marketplace.

### **Liability and indemnity**

13. SavourLife does not accept any liability in relation to your use of the Marketplaces or for unauthorised or unlawful content posted on the Marketplaces by a Shelter. You accept that SavourLife is not under any obligation to monitor any data or content which is submitted to or made available on the Marketplaces.
14. To the extent permitted by law, SavourLife accepts no responsibility to you for any loss or liability or for any injury or damage to any person or property caused by the adoption of an animal listed on the Marketplaces.
15. Without limiting SavourLife's rights, you indemnify 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) Your use of the Marketplaces;
  - (b) any fraud, wilful default or negligent act or omission by you in connection with these Terms and Conditions; and
  - (c) 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 you of your obligations under these Terms and Conditions.
16. The indemnity in clause 15 will continue to apply after the termination of these Terms and Conditions.
17. 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.
18. For the purposes of this clause, **Personnel** means all employees, agents, consultants and sub-contractors of a party.

### **General terms**

19. **Termination:** SavourLife has the right to suspend, limit or terminate participation by you in the Marketplaces, where SavourLife in its absolute discretion determines that you have not complied with these Terms and Conditions or it is otherwise appropriate in all the circumstances.
20. **Representations and Warranties:** SavourLife does not guarantee continuous or error free access to the Marketplaces by you. 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 control, including without limitation, delays or latency due to your physical location or your wireless data service provider's network.

21. **Consumer guarantees:** Nothing in these Terms and Conditions excludes, restricts or modifies any rights or statutory guarantees that you 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.
22. **Relationship:** Participation in the Marketplaces does not create any partnership, or principal and agent, relationship between SavourLife and you.
23. **Severability:** Any provision of these Conditions that is illegal, void or unenforceable will be severed without affecting the other provisions.
24. **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.
25. **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.
26. **Updates:** SavourLife may update these Terms and Conditions at any time, with updates taking effect when you next use the Marketplaces or after 14 days, whichever is sooner.
27. **Governing law:** These Terms and Conditions are governed by the law of the State of New South Wales and you agree 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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