

## THE PET HUB TERMS OF TRADE

### 1. Terms and conditions:

Welcome to The Pet Hub. These terms and conditions are intended to help keep The Pet Hub a safe place to trade.

1. *Acceptance of terms and conditions:* The terms and conditions are the terms on which The Pet Hub offers you access to the Services and the Website. By registering as a member of The Pet Hub you accept these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the Services.
2. *Amendment of terms and conditions:* The Pet Hub may amend these terms and conditions from time to time. Amendments will be effective immediately upon posting of the amended terms and conditions on this Website. You are responsible for ensuring you are familiar with the latest terms and conditions. Your continued use of the Services represents your agreement to be bound by the terms and conditions as amended.

**These terms and conditions were created 1 April 2019**

3. *Terminology:* In these terms and condition, the following expressions have the meanings set out:
  - 'Pet', 'Pets' means any animal that may be bought or sold through The Pet Hub
  - 'Member' means any registered member of The Pet Hub.
  - 'We', 'Us' and 'Our' are a reference to The Pet Hub.
  - 'You' and 'Your' are a reference to you.
  - 'Website' means The Pet Hub Website through which the services are offered.
  - 'Listing' means a listing on the Website through which you offer, negotiate, buy, sell or advertise any Pet.
  - 'Seller' includes any person placing a listing.

### 2. Specific warnings:

1. *The Services:* The Pet Hub provides a venue to introduce members who want to purchase or sell pets. The Pet Hub does not take any part in the sale of these animals, other than providing our Website as a venue for members. We do not act as agent for either party and do not participate in any sale or transaction between you and other members.

2. *At your own risk:* Transactions and all other contact between you and other members are conducted entirely at your own risk. You agree that The Pet Hub takes no responsibility or liability for any misconduct of any of its members including, without limitation, members that have registered under false pretences or who attempt to defraud you. The Pet Hub gives no undertaking, representations, or warranties in relation to Pets sold or listed on the Website including:
  - a. about ownership of any Pet
  - b. the content, description, quality or legality of the Pets that are listed on the Website;
  - c. the accuracy or truth of listings;
  - d. that any Pet will meet your requirements or expectations; or
  - e. about the ability of members to complete a transaction.
3. *Disclaimer:* You expressly understand and agree that:
  - a. your use of the Services is at your sole risk. The Website and Services are provided on an “as is” and “as available” basis. To the maximum extent permitted by law The Pet Hub disclaims and excludes all implied conditions or warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement;
  - b. The Pet Hub does not warrant that i) the Services provided will be uninterrupted, timely, secure, or error free, or ii) that any information provided on the Website is error-free or reliable; and
  - c. no advice or information that is obtained by you from The Pet Hub or anyone else shall create any warranty by The Pet Hub that is not expressly stated in the terms and conditions.
4. *Liability:* You agree that, to the maximum extent permitted by law, any and all liability and responsibility of The Pet Hub to you or any other person under or in connection with these terms and conditions, or in connection with the Services, this Website, another Member’s acts or omissions, or your use of or inability to use, the Services or this Website, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. The Pet Hub’s liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

5. *Indemnity:* You agree to release, indemnify and keep indemnified us from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these terms and conditions, your failure to complete a transaction or arising out of any content or Pet you submit, post, transmit, or make available through the Services.
6. *Breach:* Without limiting any other rights and remedies available to The Pet Hub, The Pet Hub may limit your activities on the Website, remove your listings or other content, warn other members of your actions, issue a warning to you, suspend or terminate your membership, or refuse to provide our Services to you if you breach these terms and conditions or where The Pet Hub considers it appropriate.
7. *Adherence to the Animal Welfare Act (1999):* The Pet Hub will take all reasonably practicable steps to ensure adherence to the provisions of the Animal Welfare Act (1999) and all buyers and sellers accessing and using the Services of The Pet Hub must comply with the Animal Welfare Act (1999) at all times.

### **3. Becoming a Member:**

1. *Becoming a Member:* All persons must be registered with The Pet Hub before they can make contact with any Sellers. Becoming a Member is free. You may register as a Member if you are resident in New Zealand and can form a legally binding contract that is enforceable against you. You must be at least 18 years old. By registering as a Member, you warrant that you can form a legally binding contract. To register you must provide your name, address, phone number and email address.
2. *Accurate information:* You warrant that you have provided complete, accurate and current personal information when registering as a Member. You must maintain and update your personal information held by The Pet Hub to ensure it is kept current at all times. The Pet Hub may phone or mail you to verify these details. You must not register as a Member under multiple identities or personas (whether false or not).
3. *Termination of membership:* The Pet Hub reserves the right to decline to register or to terminate your membership without entering into further discussions with you. Without limiting the foregoing, The Pet Hub may terminate your membership if a serious complaint or multiple complaints are received about you from other members, if you breach these terms and conditions, if you impersonate another member, or if we, at our sole direction, deem your behaviour to be unacceptable. Members who have registered under multiple aliases will have their aliases disabled. When limiting your activities on the Website The Pet Hub may consider offsite conduct such as prior criminal conviction, insolvency, or any other conduct that puts our community or systems at risk. In the case of concerns about the safety

and welfare of animals the relevant authorities may also be advised. In the event of termination, you also agree that you will not open or attempt to open any new The Pet Hub memberships. You may at any time close your The Pet Hub membership by giving us three days' notice in writing. If you close your membership, or if it is terminated by The Pet Hub, your ability to use the The Pet Hub Website will end.

4. *Security of your login information:* You are responsible for keeping your login information, including your email address and password, secret and secure. Without limiting the foregoing, you agree:

- a. not to permit any other person to use your user name or membership; and
- b. not to disclose, or provide to any other person, your password, email address, date of birth or any other information in connection with your membership that may allow them to gain access to your membership.

#### **4. General rules:**

1. *General:*

- a. All listings or communications made through The Pet Hub shall be made in good faith.
- b. You must not damage, interfere with or harm the Website or Services, or any network or system underlying or connected to them, or attempt to do so.
- c. You may not use a robot, spider, scraper or other unauthorised automated means to access the Website or information featured on it for any purpose.
- d. You shall not list your email address, phone number, an outside website or any other contact detail within the description of listings, listing comments and / or questions or in your member profile.
- e. You must list Pets in New Zealand dollars and include GST in the price. All tax obligations are the responsibility of the seller and / or the buyer (as the parties determine).
- f. You must not complete a transaction outside of the The Pet Hub process or otherwise seek to avoid The Pet Hub's success fees. Attempts by you to avoid fees,

including through multiple memberships, or otherwise, may result in The Pet Hub suspending or terminating your membership at the discretion of The Pet Hub.

- g. You must not use the Services or the Website to promote Pets for sale outside the Services.

2. *Your obligations as a seller:*

- a. Sellers must be located in New Zealand. Sellers outside of these countries are not permitted to sell on The Pet Hub. All animals must be residing in New Zealand and all animals listed on The Pet Hub must comply with the Animal Welfare Act (1999).
- b. Puppies and kittens need to be at least eight weeks of age before leaving the breeder in order to be properly developed and in good health. It is also preferable that all cats and dogs are microchipped, vaccinated and health checked by a veterinarian prior to sale.
- c. All animals are to be kept up to date with worming and flea treatments prior to sale.
- d. All puppies listed must come from parents that are registered with their local council.
- e. You will only enter listings that are accurate, current, complete, and include all relevant information about the terms of sale, payment terms, shipping methods and who bears the cost of shipment. This will include selling all animals with documentation outlining the current diet and care plan currently being followed for that animal.
- f. You will only place listings for animals that exist, are to be sold, and that you are legally entitled to sell. You will only list Pets that are in your possession, except where The Pet Hub has approved otherwise in writing. All sellers registered with The Pet Hub must also be proactive in health testing their animals where this is available or necessary to avoid any genetic illnesses or disorders.

3. *Your obligations as a buyer:*

- a. You must be located in New Zealand to buy on The Pet Hub. People outside of New Zealand are not permitted to purchase pets or Pets on The Pet Hub.

- b.* You are also responsible for ensuring that any new puppy or kitten is over the age of eight weeks of age prior to your receipt of this animal.
- c.* You must make full and prompt payment for any Pets you agree to purchase.
- d.* You agree to your email and delivery address being provided to the seller should that be required.
- e.* You must ensure that the breed of animal you purchase is suitable for your lifestyle and that you are able to fulfil the lifelong care and wellbeing of this animal. This includes the provision of suitable housing and the adherence to any feed and care instructions prepared by the Seller for the period recommended by the Seller.
- f.* You agree that when purchasing a puppy or dog that you will register the puppy or dog with your local council within the legislatively required time.

**4. Feedback:**

- a.* Feedback maybe provided for the purpose of facilitating trading between Members on the The Pet Hub Website. Feedback you provide on other Members must not contain offensive, defamatory, retaliatory or inappropriate language or content. The Pet Hub may remove any feedback that we consider to be offensive, defamatory, retaliatory or inappropriate.
- b.* You may only give Member feedback that relates to a specific transaction. You must not post feedback on a transaction that does not relate to that specific transaction.

**5. Fees and accounts:**

*1. The Pet Hub listing fees and success fees:*

- a.* The Pet Hub charges fees for the use of the Website as a venue.
- b.* The Pet Hub's current fees are available on our website

- c. The Pet Hub will only issue refunds in the form of credit to the The Pet Hub account of the Member on a case by case basis. Cash refunds will not be issued. Credits on accounts with The Pet Hub are not transferable between Members.
- d. The Pet Hub reserves the right to change the fees charged for any of our Services at any time. In the event that we introduce a new Service, the fees for that Service are effective at the launch of the Service, unless otherwise stated.
- e. All fees are inclusive of GST and in New Zealand dollars unless otherwise stated. Unless otherwise stated in these terms and conditions, no interest or other financial charges will be applied to The Pet Hub account balances.
- f. Before listing an Pet, you should review The Pet Hub's fees to ensure you are aware of the fees that you will incur.
- g. You must pay the fees immediately upon demand by The Pet Hub.

## **6. General provisions:**

1. *System integrity:* The Pet Hub will use its reasonable endeavours to ensure the availability of the Website and Services, subject to any downtime required for maintenance. However, The Pet Hub takes no responsibility for any system unavailability or for any loss that is incurred as a result of the Website or Services being unavailable. Further, The Pet Hub assumes no responsibility for the corruption of any data or information held by The Pet Hub.
2. *Resolution of disputes:* As The Pet Hub is not a party to any sale or transaction between you and another Member, you agree not to involve, or attempt to involve The Pet Hub in any dispute or in the resolution of disputes that arise between you and another Member as a result of the Services provided. If you wish to take Disputes Tribunal (or other) proceedings against another Member, you can contact The Pet Hub for a statutory declaration form, which must be completed before we will consider releasing anyone else's information to you. You may only request contact details for the sole purpose of making a claim.
3. *Force Majeure:* The Pet Hub has no liability for any lack of performance, unavailability or failure of the Services or the Website, or for any failure of The Pet Hub to comply with the terms and conditions where the same arises from any cause reasonably beyond the control of The Pet Hub.

4. *No waiver:* If we do not exercise or enforce any right available to us under these terms and conditions, it does not constitute a waiver of those rights.
5. *Partial invalidity:* If any provision of these terms and conditions becomes or is held to be invalid, unenforceable or illegal for any reason, and in any respect, that provision shall be severed from the remaining terms and conditions, which shall continue in full force and effect.
6. *Governing law:* These terms and conditions are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the Courts of New Zealand.
7. *Intellectual property rights:* The Pet Hub owns all proprietary and intellectual property rights in the Website (including text, graphics, logos, icons and sound recordings) and the software and other material underlying and forming part of the Services and the Website.
  - a. You may not without any prior written permission, in any form or by any means:
    - i. adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or
    - ii. commercialise, copy, or on-sell any information, or Pets obtained from any part of this Website.
8. *Entire agreement:* These terms and conditions supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the subject matter of these terms and conditions.
9. *Privacy:* The Pet Hub collects, uses and discloses personal information about you, as outlined in detail within our privacy policy.

## **7. Limitation of Liability:**

1. The liability of The Pet Hub in respect of all claims for loss or damage arising from a breach of any The Pet Hub's obligations under these terms and conditions, or from any act or omission of The Pet Hub is limited to.
  - a. Replacement of the affected Pet;
  - b. Payment of the actual cost of the affected Pet; each case, to the lesser of:



2. The Pet Hub shall not be liable for any direct or indirect loss or damage (including without limitation loss of profits or savings or for any direct or inconsequential loss or damage), however caused, arising out of or in connection with the supply of Pets by The Pet Hub.

3. No action arising out of the supply of Pets by The Pet Hub, regardless of form, may be brought more than six months after the Member becomes aware, or reasonably ought to have become aware, of the circumstances giving rise to the action.