

TERMS AND CONDITIONS

- (a) Paw Ventures Pty Ltd (ACN 652 241 328) trading as Cognitive Canine (**"Cognitive Canine"**); and
- (b) The client outlined in Schedule A (**"Client"**)

Definitions

"Client" means the person(s) engaging the Cognitive Canine to provide services.

"Dog(s)" means the animal(s) owned by the Client and subject to the services.

"Services" means dog walking, dog training and related services provided by the Cognitive Canine.

1. Services

- (a) The Cognitive Canine will provide the Services from the Client's nominated address within a 3 hour window as agreed in advance, AM window, Lunch window or PM window.
- (b) The Client acknowledges and agrees that:
 - (i) the booking is made within the nominated service window only and not for an exact arrival, collection, walking, drop-off or return time;
 - (ii) Cognitive Canine will use reasonable endeavours to provide the Services within the nominated service window; and
 - (iii) timing may vary due to operational requirements, traffic, weather, animal welfare considerations, emergencies, delays with other appointments, access issues, or other matters outside Cognitive Canine's reasonable control.
- (c) Cognitive Canine agrees to provide all Services in accordance with recognised practice and may subcontract any part of the Services as required.
- (d) The Cognitive Canine's staff may transport the Dog(s) in a vehicle as part of the Services.
- (e) The Client must ensure the Dog(s) are available and accessible at the agreed time and location.
- (f) If Cognitive Canine is unable to access the property or the Dog at the scheduled appointment time or within the agreed service window for any reason attributable to the Client, including inaccurate or incomplete access instructions or the Dog not being available for collection, the Client must pay the full fee for the booked Service.

2. Client responsibilities

- (a) The Client must nominate a contact person and an emergency contact person with authority to make decisions or obtain authorisation as required. The Client must provide all required personal details, including full name, residential address, contact telephone number, and email address, prior to commencement of Services. The Client is responsible for ensuring these details are kept up to date at all times.
- (b) The Client must provide all information, access, and cooperation reasonably required by Cognitive Canine to perform the Services.
- (c) The Client must provide Cognitive Canine with clear written access, collection and return instructions before each appointment or, where requested by Cognitive Canine, before the commencement of recurring Services. Those instructions must include all information reasonably required for Cognitive Canine to safely and lawfully access, collect and return the dog, including any gate codes, lockbox codes, alarm instructions, key locations, parking instructions, building access requirements, leash or equipment locations, and any relevant household or property safety information.
- (d) The Client is responsible for ensuring that all access, collection and return instructions provided to Cognitive Canine are accurate, complete, current and capable of being used at the scheduled appointment time.
- (e) The Client must notify Cognitive Canine in writing of any change to access, collection or return arrangements before the relevant appointment. If the Client becomes aware of any

change that may affect access, collection or return, the Client must notify Cognitive Canine as soon as practicable and, where possible, before Cognitive Canine attends the property.

- (f) The Client acknowledges that Cognitive Canine may be unable to provide the Services if access, collection or return instructions are inaccurate, incomplete, unavailable, outdated, unsafe or otherwise unsuitable.
- (g) The Client warrants that the Dog(s) are up to date with vaccinations, are in good health, and are not known to be aggressive or dangerous.
- (h) The Client is responsible for ensuring that the Dog(s) are securely restrained or contained at the premises at the time of collection and return.

3. Bookings, Fees and Cancellations

- (a) Bookings must be made in advance and are subject to availability.
- (b) The parties agree that the fees for the Services are either as agreed in writing between the parties or as set out in the current fee schedule provided by the Cognitive Canine. The Client acknowledges and agrees to pay all fees in accordance with these Terms and Conditions.
- (c) Unless Cognitive Canine agrees otherwise in writing, all bookings must be made, managed and confirmed through Petboost or any other booking platform nominated by Cognitive Canine from time to time.
- (d) The Client must pay the fees applicable to the Services booked by the Client, including any cancellation, rescheduling, failed access or other fees payable under these Terms.
- (e) As a condition of booking Services, the Client must maintain a valid payment card on file through Petboost or any other payment system approved by Cognitive Canine. The Client is responsible for ensuring that the card details remain current and that sufficient funds are available when payment is processed.
- (f) The Client authorises Cognitive Canine, directly or through Petboost or any nominated payment processor, to process payment using the Client's card on file for the booked Services, cancellation fees, failed access fees, rescheduling fees, where applicable, outstanding amounts and any other fees payable by the Client under these Terms.
- (g) Unless otherwise agreed in writing, payment for a booked Service will be processed when the dog is returned to the Client's nominated home, property or drop-off location at the completion of the Service.
- (h) If a payment is declined, reversed, disputed or otherwise not successfully processed, the Client must rectify the failed payment and pay all outstanding amounts no later than 48 hours before the Client's next scheduled booking. If the failed payment is not rectified within that time, Cognitive Canine may suspend, reschedule or cancel any further Services until all outstanding amounts have been paid in full.
- (i) The Client must pay the tax invoice on the invoice date unless otherwise agreed in writing. Overdue invoices may incur interest, late payment fees, administrative fees, and costs of debt collection fees. Cognitive Canine may refer unpaid invoices to a debt collection agency or law firm, and the Client will be liable for all associated costs.
- (j) Cognitive Canine may offer discounts or credits (including early payment, referral fees, or promotional discounts) at its discretion.
- (k) If the Client fails to pay any fee by the due date, Cognitive Canine may at its sole discretion and without prejudice to any other rights or remedies, immediately suspend the provision of all Services until all outstanding fees are paid in full. Cognitive Canine will not be liable for any loss or damage suffered by the Client as a result of such suspension.
- (l) The Client must give Cognitive Canine at least 48 hours written notice to reschedule an appointment slot.
- (m) Any rescheduled appointment is subject to Cognitive Canine's availability. Cognitive Canine is not required to provide an alternative appointment time or service window if one is not available.
- (n) If the Client requests to reschedule or change an appointment with less than 48 hours' written notice, Cognitive Canine may treat the request as a late cancellation and charge the full fee for the original booking.

- (o) For recurring Services, the Client must give Cognitive Canine at least 7 days' written notice to cancel an ongoing appointment slot, permanently end a recurring booking, temporarily pause recurring Services, pause Services for holidays, travel, planned absences or other planned interruptions.
- (i) If the Client gives less than 7 days' written notice, Cognitive Canine may charge the Client the full fee for any affected booking falling within the one-week notice period.
- (j) If the Client needs to cancel a booking due to sickness, injury, emergency or a similar unforeseen event, the Client must give Cognitive Canine at least 24 hours' written notice to cancel or reschedule a booking.
- (k) If the Client cancels or reschedules an appointment with less than 24 hours' notice, Cognitive Canine may charge the Client the full fee for that booking.
- (l) Cognitive Canine may, in its discretion, waive the late cancellation fee for the Client's first late cancellation, having regard to the circumstances. Any waiver is not a waiver of Cognitive Canine's right to charge cancellation fees for any later cancellation and does not create any ongoing entitlement to a waiver.

4. Risk and Liability

- (a) The Cognitive Canine will take all reasonable care in the provision of Services but accepts no responsibility or liability for any injury, illness, loss, or death of the Dog(s) howsoever arising, including but not limited to incidents involving other animals, vehicles, or environmental hazards.
- (b) The Client acknowledges that the Services involve inherent risks, including risks associated with dogs, other animals, public spaces, roads, vehicles, people, weather, terrain, environmental conditions, and matters outside Cognitive Canine's reasonable control.
- (c) Without limiting clause 4, the Client acknowledges that the Dog may suffer injury, illness, escape, loss or death in circumstances including but not limited to where:
 - (i) the Dog is getting into or out of a vehicle, crate, restraint or other transport arrangement;
 - (ii) the Dog chokes on, reacts to, or is otherwise harmed by a treat, food item, toy, stick, plant, rubbish, foreign object or other item encountered during a walk, training session or service;
 - (iii) the Dog suffers heat stress, heat illness, dehydration or another weather-related condition, despite Cognitive Canine taking reasonable precautions;
 - (iv) the Dog suffers a medical episode, injury, illness or behavioural episode arising from an underlying condition, whether known or unknown to Cognitive Canine;
 - (v) the Dog is attacked by, or interacts adversely with, another dog, animal or member of the public;
 - (vi) the Dog bites, attacks, chases, startles or otherwise causes injury to another person, dog, animal or property, including cyclists, horse riders, pedestrians, vehicles or domestic animals;
 - (vii) the Dog chases, is chased by, or comes into contact with wildlife, including kangaroos, and is injured, lost or killed as a result;
 - (viii) the Dog slips, breaks free from, or escapes from any collar, harness, lead, restraint, crate, gate, vehicle or other equipment, including due to equipment failure, breakage or improper fit;
 - (ix) the Dog suffers from a medical episode due to an underlying health condition (whether known or unknown);
 - (x) risks arising from environmental hazards such as snakes;
 - (xi) the Dog runs off, becomes lost, is struck by a vehicle, is collected by a council, animal management service or another person, or is otherwise injured while loose; or
 - (xii) the Dog injures itself through ordinary movement, play, running, jumping, slipping, falling, digging, chewing, picking up objects or interacting with terrain or the surrounding environment.

- (d) To the maximum extent permitted by law, the Client accepts and assumes the inherent risks associated with the Services, including the risks described in this clause 4.
- (e) To the maximum extent permitted by law, the Client is responsible for all veterinary, medical, recovery, transport, impound, council, authority, replacement equipment and related costs and expenses arising in connection with the Dog, except to the extent caused by Cognitive Canine's wilful misconduct or any liability that cannot lawfully be excluded.
- (f) To the maximum extent permitted by law, the Client is responsible for any injury, loss, damage, claim, cost or expense caused or contributed to by the dog, including any injury to a person, animal or livestock, or damage to property.
- (g) Nothing in these Terms excludes, restricts or modifies any right, guarantee, remedy or liability that cannot be excluded, restricted or modified by law, including under the Australian Consumer Law.
- (h) To the maximum extent permitted by law, Cognitive Canine is not liable for any injury, illness, escape, loss, damage or death of the dog, or for any loss or damage suffered by the Client, except to the extent caused by Cognitive Canine's negligence, wilful misconduct or breach of a non-excludable legal obligation.
- (i) The Client is solely responsible for any injury, damage, or loss caused by the Dog(s) to any person, animal, or property during the provision of Services, including but not limited to injury to Cognitive Canine staff, third parties, or other animals.
- (j) Cognitive Canine is not liable for any loss, injury, or death of the Dog(s) arising from circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, or the Dog's own behaviour.
- (k) To the maximum extent permitted by law, including the Australian Consumer Law, Cognitive Canine makes no warranties or representations about the Services.
- (l) Cognitive Canine does not warrant or guarantee any specific outcomes as a result of the Services. The Client acknowledges that the Services are provided on an "as is" basis, and that any reliance on the Services or deliverables is at the Client's own risk.

5. Indemnities

- (a) To the maximum extent permitted by law, the Client indemnifies Cognitive Canine and its officers, employees, contractors and agents against all claims, demands, liabilities, losses, damages, costs and expenses, including reasonable legal costs, arising from or in connection with:
 - (i) the Dog's conduct, behaviour, temperament, aggression, chasing, biting, escaping or causing injury, loss or damage;
 - (ii) any injury to, or death of, a person, dog, animal, wildlife or livestock caused or contributed to by the dog;
 - (iii) any damage to property caused or contributed to by the Dog;
 - (iv) any claim made by a third party arising from the Dog's conduct or the provision of the Services;
 - (v) the Dog escaping, slipping a restraint, running onto a road, being struck by a vehicle, being impounded or being collected by animal management authorities;
 - (vi) inaccurate, incomplete, outdated, misleading or unsafe information, instructions or access details provided by the Client;
 - (vii) the Client's failure to comply with these Terms; and
 - (viii) any act or omission of the Client or any person acting on behalf of the Client.

- (b) The Client's liability under this indemnity is reduced to the extent that the relevant claim, loss, damage, cost or expense is caused by Cognitive Canine's negligence, wilful misconduct or breach of a non-excludable legal obligation.
- (c) The indemnity in this clause is a continuing obligation and survives the completion, cancellation or termination of the Services.
- (d) The Client indemnifies and holds harmless the Cognitive Canine, its directors, employees, subcontractors and agents from and against all claims, demands, losses, damages, costs, and expenses (including legal costs on a full indemnity basis) arising out of or in connection with:
 - (i) any breach of these Terms and Conditions by the Client;
 - (ii) any act or omission of the Client or the Dog(s);
 - (iii) any injury, illness, or death of the Dog(s) during the provision of Services;
 - (iv) any injury, damage, or loss caused by the Dog(s) to any person, animal, or property.

6. Emergency Situations

- (a) In the event of an emergency, the Cognitive Canine will attempt to contact the Client or the nominated emergency contact using the details provided. If contact cannot be made, the Client authorises the Cognitive Canine to seek veterinary care for the Dog(s) at the Client's expense.
- (b) The Client agrees that the Cognitive Canine is not liable for any decisions made in good faith in the event of an emergency.

7. Events beyond our control

Neither party shall be liable to the other party for any loss caused by any failure to observe the Terms and Conditions, where such failure is occasioned by causes beyond its reasonable control including but not limited to by pandemic, fire, flood, riot, strike, war, pandemic, restrictions and prohibitions or any other actions by any government or semi government authorities.

8. Dispute Resolution

- (a) If a dispute arises out of or in connection with the Terms and Conditions, the parties must first attempt to resolve the dispute by negotiation, acting in good faith.
- (b) If the dispute is not resolved within 14 days of the commencement of negotiations, either party may refer the dispute to mediation. The mediation will be conducted in ACT in accordance with the rules of the Australian Disputes Centre (ADC) or such other mediator as the parties may agree in writing. Each party must bear its own costs of the mediation and share equally the mediator's fees.
- (c) Neither party may commence court proceedings (except for urgent interlocutory relief) unless and until it has complied with the procedures set out in this clause.

9. Miscellaneous

- (a) These Terms and Conditions shall be governed by the laws of the ACT and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in ACT.
- (b) If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.
- (c) The Cognitive Canine may amend these Terms and Conditions at any time by providing written notice to the Client.
- (d) The parties consent to these Terms and Conditions being signed by or on behalf of a party by an electronic signature.

- (e) Each party consents to the exchange of counterparts of these Terms and Conditions by delivery by email or such other electronic means.

10 Your Acceptance

By engaging the Cognitive Canine's Services, the Client acknowledges that they have read, understood and agrees to be bound by these Terms and Conditions.