



FARMTASTIC DOGGY DAYCARE

Website Terms of Use

Welcome to the website of Dylam Pty. Limited (ACN 113 631 100) trading as Farmtastic Doggy Daycare (“us”, “we”, “our” or “Farmtastic”), a premium farm-based Dog Daycare experience, committed to delivering exceptional enrichment for your canine companion.

Our Site is located on the web via the domain www.farmtasticdoggy.com.au and includes all of the files located in that domain (the “Site”).

1. Acceptance of Terms of Use

- 1.1 By accessing this Site, and/or using our Services, you agree to be bound by these terms of use (“**Website Terms of Use**”). These Website Terms of Use constitute a binding agreement between you and Farmtastic and govern your use of this Site.

Use of Our Site

- 1.2 Your use of this Site is subject to these Website Terms of Use. The Website Terms of Use constitute a binding legal agreement between you and us, and your continued use of the Site constitutes your acceptance and acknowledgement of these Website Terms of Use, our Privacy Policy, Waiver, Questionnaire, and any other policy displayed on the Site, all of which constitute a part of the Website Terms of Use. If you do not agree to the Website Terms of Use, you must not use the Site.
- 1.3 Any time you visit the Site or use any of the features on the Site, you are taken to accept these Website Terms of Use.
- 1.4 We may amend or modify the Site, the Services, the Website Terms of Use and/or the Privacy Policy at our sole discretion and at any time. Any amendments are effective immediately after publication on the Site. Your continued use of the Site indicates your continued acceptance of the Website Terms of Use as modified.

Legal capacity to transact

- 1.5 If you are under eighteen (18) years of age, you cannot make Bookings through this Site. By using this site, you represent and warrant to Farmtastic that you are over the age of eighteen (18) years. Should Farmtastic suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from his/her parents or guardians.

2. Definitions and Interpretation

Definitions

- 2.1 The following definitions apply in this Terms of Use unless the context requires otherwise:

Account means an account created by registered Customers or Users on the Site, as required by Farmtastic from time to time.

Booking means an order placed by the Customer via the Site for the provision of our Services; and **Bookings** shall have the same meaning.

Claim means any claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise).

Contagious Condition means any contagious condition that Dogs may be susceptible to, including but not limited to coughing, vomiting, diarrhea, discharge from the eyes, nose and mouth, and visible parasites in the stool.

CRM Software means any customer relationship management software used by Farmtastic from time to time.

Customer means any person who engages Farmtastic for the Services or other offerings from time to time; and **Customers** shall have the same meaning.

Daycare means the Farmtastic doggy daycare whereby the Services will be provided.

Dog means the Dog that attends Farmtastic's Daycare; and **Dogs** shall have the same meaning.

Ezidebit means Ezidebit NZ Limited, being an online third-party Payment Gateway used for Farmtastic's billing purposes.

Fees means all fees payable by you to Farmtastic as displayed on our Site and in Schedule 2 hereto; and **Fee** shall have the same meaning.

Loss means any loss, damage, debt, cost, charge, expense, fine, outgoing, penalty, diminution in value, deficiency or other liability of any kind or character (including legal and other professional fees and expenses on a full indemnity basis) that a party pays, suffers or incurs or is liable for, including all:

- (a) liabilities on account of tax;
- (b) interest and other amounts payable to third parties;
- (c) legal and other professional fees and expenses (on a full indemnity basis) and other costs incurred in connection with investigating, defending or settling any Claim, whether or not resulting in any liability; and
- (d) all amounts paid in settlement of any Claim.

Payment Gateway means any online payment platform including Stripe, or any other gateway we may elect to use from time to time.

Pet Manager means Pet Manager Software Pty Ltd, being the CRM Software used by Farmtastic located at <https://www.petmanager.com.au/>.

Portal means the online booking portal on the Pet Manager CRM Software.

Privacy Policy means our privacy policy available on our website

Questionnaire means our Dog questionnaire that must be completed by new Customers and returned to Farmtastic prior to the commencement of our Services.

Representative means Farmtastic directors, officers, contractors, employees, consultants, trainers, partners, advisors or other Affiliates; and **Representatives** shall have the same meaning.

Services means the dog daycare service and any other service provided by Farmtastic as displayed on our Site from time to time, and as set out in clause 7.3 and Schedule 2 contained herein.

Site means the website located at www.Farmtasticdoggy.com.au.

Stripe means Stripe Payments Australia Pty Ltd, an online third-party Payment Gateway used for Farmtastic's billing purposes.

User means any person visiting or using the Site or Services whatsoever, regardless of whether registered or unregistered.

User Content has the meaning as stipulated in clause 9.5 herein.

Warranties mean any warranties, conditions, terms, representations, statements and promises of whatever nature, whether express or implied.

Waiver means our waiver and release document provided to the Customer by us from time to time, an example of which can be found in Schedule 4 hereto, and which Farmtastic may in its absolute discretion amend as Farmtastic deems appropriate.

We, we, us, or our means Dyliaam Pty. Limited (ACN 113 631 100) trading as Farmtastic Doggy Daycare and its related entities or body corporates.

You, you, or your mean any Customer, person, corporation or other body corporate, partnership, trust or association and any governmental agency and that person's representatives, successors, permitted assigns, substitutes, executors and administrators who uses or accesses the Site, including any User.

Interpretation

2.2 In these Website Terms of Use, the following rules of interpretation apply unless the context requires otherwise:

- (a) headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Website Terms of Use;
- (b) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;

- (c) a reference to a document (including these Website Terms of Use) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
- (d) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any governmental agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (e) a reference to writing includes any communication sent by post, facsimile or email;
- (f) a reference to time refers to time in Sydney, New South Wales and time is of the essence;
- (g) all monetary amounts are in Australian currency;
- (h) the word "month" means calendar month and the word "year" means twelve (12) calendar months;
- (i) the meaning of general words is not limited by specific examples introduced by "include", "includes", "including", "for example", "in particular", "such as" or similar expressions;
- (j) a reference to a "party" is a reference to a party to these Website Terms of Use, and a reference to a "third party" is a reference to a person that is not a party to these Website Terms of Use;
- (k) a reference to any thing is a reference to the whole and each part of it;
- (l) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (m) words in the singular include the plural and vice versa; and
- (n) a reference to one gender includes a reference to the other genders.

3. Restrictions on use

Prohibited conduct

3.1 Your use of this Site is subject to the rules set out in [Schedule 1](#) below.

Violations of these Website Terms of Use

3.2 Without limiting any other provisions of this clause, if you submit any User Content to the Site or the Portal, that we believe constitutes Prohibited Conduct or breaches the rules as set out in these Website Terms of Use and the Schedule hereto, then we may, in our sole discretion, take any legally available action that we deem appropriate. However, we are not obligated to take any action not required by law. We may, however, take any action we deem appropriate at our discretion to enforce these rules by limiting your access to the Site or the Services until the Prohibited Conduct has been rectified or you have complied

with the rules to our satisfaction. Failure by you to rectify any Prohibited Conduct or adhere to these Website Terms of Use may result in any of your User Content being removed from the Site.

- 3.3 Without limiting any other remedies available to Farmtastic at law or in equity, Farmtastic reserves the right to, without notice:
- (a) temporarily or indefinitely suspend, or terminate, your access to this Site or refuse to provide Services to you if:
 - (i) you breach any provision of these Website Terms of Use;
 - (ii) Farmtastic is unable to verify or authenticate any information that you provide to us; or
 - (iii) Farmtastic believes that your actions may cause damage and/or legal liability to Farmtastic, any of its customers or suppliers or any other person; and
 - (b) remove or block access to any information and/or materials (in whole or in part) that Farmtastic, at its sole and absolute discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Website Terms of Use.

Indemnity

- 3.4 You indemnify and hold harmless Farmtastic and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):
- (a) any material or information that you submit, post, transmit or otherwise make available through this Site;
 - (b) your use of, or connection to, this Site; or
 - (c) your negligence or misconduct, breach of these Website Terms of Use or violation of any law or the rights of any person.

4. Registration and account security

Requirement for registration

- 4.1 Farmtastic reserves the right to make any parts of this Site accessible only to Users who have registered an Account. For the avoidance of doubt, this may include restricting the ability for Customers to make a Booking for Services via the Site or the Portal (as the case may be) without registering an Account with Farmtastic.

Username and password

- 4.2 From time to time, upon registration with this Site, you may be required to provide a username and password to access your Account. You are responsible for maintaining the security of your password for this Site. Farmtastic will not be liable for any loss or damage arising from or in connection with your failure to comply with this security obligation. You

agree that Farmtastic will be entitled to assume that any person using this Site with your username and password is you or your authorised representative.

- 4.3 You must notify Farmtastic immediately of any known or suspected unauthorised use of any password or any other breach of security.

User information

- 4.4 In order to register an Account with this Site, you must agree to these Website Terms of Use and where we require from time to time, you must provide Farmtastic with:

- (a) your name;
- (b) a valid email address;
- (c) accurate billing and contact information (including your street address and the name and telephone number of your authorised billing contact and administrator); and
- (d) any other information that may be required by Farmtastic during the registration process.

- 4.5 You must promptly update this information to maintain its accuracy at all times.

- 4.6 You represent and warrant to Farmtastic that all information provided to us by you, including the information provided by you through our Account registration module or entered into your Account profile, is true and not misleading and does not violate any applicable law or regulation or any person's intellectual property or other rights.

Multiple accounts and automated account opening

- 4.7 One person may not maintain more than one account with this Site. Accounts registered by "bots" or other automated methods are not permitted.

Approval of registrations

- 4.8 Farmtastic reserves the right to accept or reject any application for registration of an Account with this Site at its absolute discretion.

5. Payments and Bookings

- 5.1 The Fees and any relevant additional Fees as set out in Schedule 2 of these Website Terms of Use and all Fees indicated on the Site from time to time are inclusive of GST.
- 5.2 You will be provided with thirty (30) days' notice via email in the event Farmtastic intends to vary the Fees.
- 5.3 In circumstances where the Fees differ between Schedule 2 of these Website Terms of Use and the Site, the Fees as set out on the Site shall prevail.
- 5.4 You acknowledge and agree that at the time the Booking is placed, the Customer shall be required to pay the relevant Fees and payment shall be made via the Payment Gateway as set out in clause 5.5.

Billing

- 5.5 Farmtastic conducts its payments and secure in-person payment transactions through the Payment Gateway 'Stripe', and may elect to use any other Payment Gateway, including

Ezidebit, from time to time in its absolute discretion. Payments made through the Payment Gateways are subject to each Payment Gateways' own terms and conditions and privacy policy in addition to these Website Terms of Use. For more information about the current Payment Gateways, see the Stripe website (<https://stripe.com/en-au>) and the Ezidebit website (<https://www.ezidebit.com/en-au>).

- 5.6 Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to the Payment Gateway, other than information that is required in order to process your Booking (e.g., your name, email address and billing address).
- 5.7 Farmtastic does not accept any responsibility for any errors made by the Payment Gateway. By providing your credit or debit card details, you confirm that you are authorised to use that payment method, and you authorise Farmtastic, through the Payment Gateway to charge your payment method for the total amount of your Booking.

Credit and debit card payments

- 5.8 Only Visa and MasterCard are accepted. Please note that we may be unable to accept credit cards issued by banks outside of Australia in some cases. Customers may be subject to additional transaction fees charged by the Payment Gateways.

Cancellation policy, refunds and other remedies

- 5.9 We allow free cancellation of all pre-booked Daycare sessions until 10:00am the day before the date of your Booking. Any cancellations made after 10:00am will incur a fifty percent (50%) cancellation Fee.
- 5.10 In the event of extreme weather conditions (i.e. storms, hail, fires or temperatures exceeding thirty-five (35) degrees Celsius), Bookings may be cancelled so as to ensure the safety of the Dogs. In such circumstances, Farmtastic will promptly notify all Customers of same and shall issue a refund or credit accordingly.
- 5.11 Customers will be required to pay a deposit or initial Fee on their Dog's first day at the Daycare. Where a Farmtastic Representative conducts an assessment of your Dog on its first day at Daycare and finds that your Dog is not suitable to participate in our Services, the Customer will forfeit the deposit or initial Fee paid to Farmtastic. However, Farmtastic will facilitate a full refund of any further prepaid sessions to the Customer.
- 5.12 Further information on the steps that Farmtastic will take to remedy any breach of any non-excludable condition, warranty or guarantee is provided under the heading "Remedies limited" in these Website Terms of Use below.

Security

- 5.13 While our Payment Gateway and website hosting providers employ secure technology for transactions with our Customers, we will not be responsible for any damages, including consequential losses (whether direct or indirect), that may be suffered by a Customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than Farmtastic.
- 5.14 Farmtastic may request further information from you, such as a copy of your credit card and/or other identification documentation, as part of our internal validation procedures. These procedures help protect bank and credit card account holders from online fraud. Until your Booking has passed our internal fraud prevention checks, your Booking will

remain on pending status. If further information is requested and you do not provide the requested information within such time as Farmtastic considers appropriate at its discretion, your Booking will be cancelled and, if your payment has been received, it will be refunded back to you.

6. Dogs

Daycare rules

- 6.1 In order to ensure the safety and comfort of all attendees, all Dogs must pass the initial screening test, which they will be required to take on their first day at the Daycare. Dogs must be free of humping, overly rough play, snapping, biting, aggression, food aggression, anxiety, mounting, pinning, nose punching, or growling. Failure to pass the test may result in your Dog being placed in time-out for the day without a refund.
- 6.2 All Dogs attending the Daycare must wear a properly fitted collar with identification tags and must be leashed at all times until placed on our transport vehicle. The collar should be made of a durable material and include a quick-release feature for safety (i.e. a clip).
- 6.3 By engaging in our Services, you agree to accurately complete and return a Questionnaire and Waiver to Farmtastic prior to your Dog attending our Daycare. Based on the responses to the Questionnaire, you understand that we may, at our absolute discretion, determine that your Dog is not suitable for our Daycare and may subsequently refuse to provide our Services. In this event, you may be entitled to a refund in accordance with clause 5 hereto.

Health and Safety

- 6.4 By participating in our Services, you acknowledge and agree that you are solely responsible for any loss, damage or harm caused or contributed by your Dog. It is essential that your Dog is in good health physical condition prior to participating in any of the Services, and that any of the Dog's injuries or health concerns are disclosed to Farmtastic prior to provision of the Services.
- 6.5 For the avoidance of doubt, Customers warrant and represent that their Dog:
 - (a) holds a current C5 vaccination and is on a tick and flea prevention program. Please note that Dogs are only permitted to attend a the Farmtastic Daycare at least ten (10) days after their second vaccination, provided that they have been wormed and treated for fleas;
 - (b) has been free of illness or injury, including any Contagious Condition, for at least seventy-two (72) hours prior to engaging our Services;
 - (c) is over twenty (20) weeks of age;
 - (d) has been registered with the local council and that your Dog's accurate breed information has been provided to Farmtastic;
 - (e) is under eighteen (18) kilograms in weight, subject to Farmtastic's discretion, based on careful evaluation and compatibility assessment;

- (f) has been desexed (unless the Dog is under six (6) months of age); and
 - (g) is clean and well-socialised, free of humping, snapping, biting, aggression, food aggression, anxiety, mounting, pinning, nose punching, growling or any other hostile behaviour. Should your Dog exhibit any of these behaviours, your Dog may be subject to a 'time-out' for the day, noting that Customers will not be entitled to any refund in such circumstance;
 - (h) is on current flea and tick prevention medication or treatment and that at any time my Dog attends Farmtastic's Daycare;
 - (i) has a collar with an ID and is micro-chipped;
 - (j) has basic obedience training (i.e. can follow simple commands like "sit", "stay", and "come", etc);
 - (k) is in good physical shape to participate in play and activities (noting that a significant amount of time spent at Farmtastic's Daycare shall involve various forms of physical activity).
- 6.6 Farmtastic reserves the right to refuse entry to any Dog that does not meet the minimum requirements as stated above, at its absolute discretion.
- 6.7 Should your Dog exhibit signs of illness and/or, in Farmtastic's opinion, require medical attention, Farmtastic reserves the right to withdraw your Dog from the Services until a veterinarian has verified that the Dog has returned to good health.
- 6.8 You acknowledge and agree that where your Dog is suffering from any injuries or other health concerns while in Farmtastic's care, Farmtastic may seek further medical attention for your Dog. While there shall be Farmtastic Representatives on site who are trained in animal first aid, in the case of a medical emergency, you consent to Farmtastic seeking further veterinary care for your Dog if Farmtastic deems necessary, at its absolute discretion. In such event, you warrant and represent that you will be responsible for any and all related expenses in this regard, including but not limited to medical costs, travel expenses and/or Farmtastic's additional supervision fees.
- 6.9 Should your Dog require medication whilst in the care of Farmtastic, you must notify Farmtastic of same and execute a consent form warranting that you allow Farmtastic to administer such medication.
- 6.10 You acknowledge that Farmtastic will provide the Services in a cage-free environment, and whilst Farmtastic will take measures to ensure a safe and supervised environment, the Dog may from time to time sustain minor scratches or play-related injuries.
- 6.11 You agree to bring all necessary equipment to maintain the safety and wellbeing of your Dog, which includes a properly-fitted collar, identification tag and leash, made of durable material and feature quick-release safety clips, and further indemnify Farmtastic for any liability of harm or Loss related to your Dog when participating in the sessions.

Other

- 6.12 You specifically represent that you, the Customer, are the sole owner of the Dog, or otherwise have been authorised by the owner of the Dog to make decisions about their Dog's wellbeing.
- 6.13 The Dog shall be dropped-off and released to the Customer or an emergency contact of the Customer. In the event that a Dog has not been picked-up after two (2) weeks, Farmtastic reserves the right book alternative accommodation for the Dog (i.e. at a local/registered Dog kennel) at the Dog owner's expense, or otherwise, to rehome the Dog.
- 6.14 Whilst reasonable efforts will be made to ensure cleanliness of the Dogs, the Dogs may still be at risk of becoming dirty. In this event, Farmtastic will not be responsible for any grooming expenses incurred.
- 6.15 Farmtastic will not be responsible for lost, damaged, or stolen personal belongings. It is therefore advised that you do not bring any valuable or irreplaceable items to Farmtastic's Daycare premises.
- 6.16 By agreeing to participate in the Services, you agree to be bound by these Website Terms of Use and the Waiver at [Schedule 4](#) hereto.

7. Services and Bookings

Services

- 7.1 The Services shall be provided in accordance with the packages listed in [Schedule 2](#), and as further described in clause 7.3, which may be varied by Farmtastic from time to time.
- 7.2 The Services are available on a 'first come, first serve' basis. Farmtastic cannot guarantee the availability of a booking date unless booked ahead of time.
- 7.3 As part of the Services, Farmtastic shall provide:
- (a) **Convenient pickup and drop-off:** We offer pickup and drop-off services at selected destinations for your ease and comfort;
 - (b) **Daily enrichment activities:** At our Daycare, Farmtastic provides a variety of enriching activities for your Dogs, with scheduled rest breaks to ensure their well-being;
 - (c) **Hygiene and grooming services:** We offer attentive care and quick washes if necessary, taking into consideration the day's activities and cleanliness.
 - (d) **Thoughtful treats:** Throughout the day, we provide carefully selected treats, including dried meat, fresh meat, snacks, and high-value food used for training and enrichment activities. To promote a harmonious environment, we kindly request that no additional meals or food be provided or accepted during the daycare hours, as this helps prevent any potential food aggression issues or conflicts among dogs.

Booking constitutes offer

- 7.4 By making a Booking for our Services through this Site, you make an irrevocable offer to us to purchase the Services that you have selected pursuant to these Website Terms of Use. Information contained in this Site constitutes an invitation to treat only. No information in this Site constitutes an offer by us to supply any Services to you – however, Farmtastic will endeavour to supply your selected Services to you.
- 7.5 We will not commence processing any Booking made through this Site unless and until:
- (a) You have completed and returned a Questionnaire and Waiver to ensure the Dog's suitability to be under the care of Farmtastic;
 - (b) Farmtastic contacts you to confirm the Booking;
 - (c) You have created an Account via the Portal;
 - (d) payment for the Booking has been received by us in full; and
 - (e) the Booking has passed our internal validation procedures, which are undertaken in order to verify the bona fides of each Booking for the purpose of preventing credit card and other fraud.
- 7.6 We reserve the right at our discretion to:
- (a) at any time prior to your Booking being accepted in accordance with these Website Terms of Use, cancel all or part of your Booking; and
 - (b) at any time:
 - (i) refuse to provide Services to you;
 - (ii) terminate your access to this Site; and/or
 - (iii) remove or edit any content on this Site.

Acceptance of Bookings

- 7.7 Acceptance of each Booking will take place when Farmtastic notifies you via phone call or you have received email confirmation that your Booking has been accepted, at the time at which such notification is sent by Farmtastic.

8. GST

- 8.1 Unless otherwise expressly stated, all amounts payable through your use of this Site are expressed to be inclusive of GST. For these purposes, the term "GST" has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

9. Intellectual property

Copyright

- 9.1 In these Website Terms of Use, the term "**Proprietary Content**" means:
- (a) this Site;

- (b) all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in this site, and the selection and arrangement thereof); and
 - (c) all software, systems and other information owned or used by Farmtastic in connection with the Services offered through this Site (whether hosted on the same server as this Site or otherwise).
- 9.2 All Proprietary Content is the property of Farmtastic or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Website Terms of Use or with the prior written consent of Farmtastic or other copyright owner (as applicable).
- 9.3 You may download and print out content from this Site only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark or other proprietary notices.

Trademarks

- 9.4 The look and feel of this Site (including all button icons, scripts, custom graphics and headers) are the trademarks, service marks and/or trade dress of Farmtastic. These trademarks, service marks and trade dress may not be used, copied or imitated, in whole or in part, without the prior written consent of Farmtastic.

User Content

- 9.5 In these Website Terms of Use, the term "**User Content**" means any and all content that is submitted, posted or otherwise added to this Site by any user, such as comments, forum posts, chat room messages, reviews, ratings and feedback.
- 9.6 This Site contains some features that enable you and other Users to upload User Content. Farmtastic reserves the right to display, refuse to display, remove and/or amend all or any part of any User Content at its absolute discretion. In respect of any User Content that you upload, you:
- (a) represent and warranty to Farmtastic that your sharing of that User Content does not infringe any copyright or other legal right of any other person; and
 - (b) grant to Farmtastic a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way at Farmtastic's absolute discretion.

Copyright claims

- 9.7 If you believe that our Site contains any material that infringes upon any copyright that you hold or control, or that Users are directed through a link on this Site to a third-party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing

denying the alleged infringement within fourteen (14) days after receipt of that notice, we will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, we will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within a further fourteen (14) days, file an action seeking a court order against the provider of the allegedly infringing material, we may restore any removed or blocked material at our discretion. If the original notifying party files such a legal action, we will remove or block the allegedly infringing material pending resolution of that legal action.

10. Photography

- 10.1 You consent to allow Farmtastic to include any photographs or video content taken of you and your Dog/s by Farmtastic or any third-party photographer for use in our marketing material on the Site and across any social media platforms of Farmtastic.

11. Social Media

- 11.1 You acknowledge and agree that the information contained on our Site and other associated Farmtastic social media channels, including but not limited to, Facebook, X, TikTok, Instagram, YouTube and LinkedIn are for general information and educational purposes only. While we endeavour to keep the information up to date, Farmtastic makes no representations or Warranties, express or implied, as to the accuracy or completeness with respect to the information contained on our Site and other related Farmtastic social media channels.
- 11.2 You agree that neither Farmtastic nor any of its Representatives shall have any liability to you relating to or resulting from the use of, or reliance upon, the information contained on our Site and other related Farmtastic social media channels.

12. Disclaimer of warranties

- 12.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, FARMTASTIC AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THIS SITE AND ANY SERVICES PURCHASED OR OBTAINED THROUGH THIS SITE, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 12.2 This Site is provided strictly on an "as is" basis. To the maximum extent permitted by law, Farmtastic and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this Site or any of its content, and in particular do not represent, warrant or guarantee that:
- (a) the use of this Site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
 - (b) this Site will meet your requirements or expectations;
 - (c) anything on this site, or on any third-party website referred or linked to in this site, is reliable, accurate, complete or up-to-date;

- (d) the quality of any Services, information or other material purchased or obtained through this Site will meet any particular requirements or expectations;
- (e) errors or defects will be corrected; or
- (f) this Site or the servers that make it available are free of viruses or other harmful components.

13. Limitation of liability

Exclusion of liability

- 13.1 To the maximum extent permitted by law, Farmtastic and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Website Terms of Use or the use of this Site by you or any other person.

Remedies limited

- 13.2 To the maximum extent permitted by law, Farmtastic and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at Farmtastic's sole discretion):
- (a) in the case of goods, to any of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
 - (b) in the case of Services:
 - (i) the supply of the Services again; or
 - (ii) the payment of the cost of having the Services supplied again.

Release

- 13.3 You agree that your use of this Site is at your own discretion and risk. You agree to release Farmtastic and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Website Terms of Use or the use of this Site by you or any other person. Farmtastic may plead this release as a bar and complete defence to any claims or proceedings.

Force majeure

- 13.4 To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Use, Farmtastic excludes liability for any delay in performing any of its

obligations under these Website Terms of Use where such delay is caused by circumstances beyond the reasonable control of Farmtastic, and Farmtastic shall be entitled to a reasonable extension of time for the performance of such obligations.

14. General

Interpretation

14.1 In these Website Terms of Use, the following rules of interpretation apply:

- (a) headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Website Terms of Use;
- (b) these Website Terms of Use may not be construed adversely against Farmtastic solely because Farmtastic prepared them;
- (c) the singular includes the plural and vice-versa;
- (d) a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
- (e) the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

Communications

14.2 Farmtastic may provide any notification for the purposes of these Website Terms of Use through your preferred method of communication.

14.3 You have the option to discontinue receiving communication from Farmtastic by unsubscribing from our communications at any time.

Email

14.4 Should you opt-in for email communications, you agree that you are responsible for ensuring that content provided to you by Farmtastic via email is not collected in your own junk or spam filters and Farmtastic shall not be held liable or accountable for any loss of communication if this is the case.

Costs

14.5 Except as specifically provided in these Website Terms of Use, each party must bear its own legal, accounting and other costs associated with these Website Terms of Use.

Assignment

14.6 You may not assign, transfer or sub-contract any of your rights or obligations under these Website Terms of Use without Farmtastic 's prior written consent. Your registration with this Site is personal to you and may not be sold or otherwise transferred to any other person.

14.7 Farmtastic may assign, transfer or sub-contract any of its rights or obligations under these Website Terms of Use at any time without notice to you.

No waiver

14.8 Waiver of any power or right under these Website Terms of Use must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by Farmtastic to act with respect to a breach by you or others does not waive Farmtastic's right to act with respect to that breach or any subsequent or similar breaches.

Severability

14.9 The provisions of these Website Terms of Use are severable and, if any provision of these Website Terms of Use is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.

Variation

14.10 Farmtastic reserves the right to amend these Website Terms of Use and any other policy on this Site at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this Site will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this Site or the Services offered through this site.

Governing law and jurisdiction

14.11 These Website Terms of Use will be governed in all respects by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

Schedule 1 - Prohibited conduct

YOU MUST NOT:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working of this site;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use this Site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use this Site to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this site;
- use this Site by any automated means;
- use this Site to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of this Site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with this site;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this site;
- reproduce, duplicate, copy or store any of the material appearing on this Site other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with this site;
- do anything that leads, or may lead, to a decrease in the value of Farmtastic's intellectual property rights in this site;
- use or exploit any of the material appearing on this Site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this site;
- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to Farmtastic without Farmtastic's prior written consent; or
- use this Site to transmit any information or material that is, or may reasonably be considered to be:
 - abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;

- libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
- infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
- in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
- in breach of any person's privacy or publicity rights;
- a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
- in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
- containing any political campaigning material, advertisements or solicitations; or
- likely to bring Farmtastic or any of its staff into disrepute.

Schedule 2 - Services and Additional Fees

Services

SERVICE	DESCRIPTION	FEES	TERMS
Initial Session/Screening	An initial screening test of the Dog's health and behaviour is required on a Dog's first day in Farmtastic's care, to ensure the safety and wellbeing of the other Dogs.	\$120	<ul style="list-style-type: none"> • Non-refundable; • Link to be provided post-phone call assessment.
Casual Visit	One (1) full-day daycare session.	\$120/day	<ul style="list-style-type: none"> • Non-refundable; • Non-transferable; • Valid for three (3) months from the date of purchase; • Available on a 'first come, first serve' basis.
5-Pack Pass	Five (5) full-day daycare sessions (includes priority booking and waitlist access).	\$550	<ul style="list-style-type: none"> • Non-refundable; • Non-transferable; • Valid for three (3) months from the date of purchase; • Sessions available on a 'first come, first serve' basis.
10-Pack Pass	Ten (10) full-day daycare sessions. Pre-book in advanced.	\$1050	<ul style="list-style-type: none"> • Non-refundable; • Non-transferable; • Valid for three (3) months from the date of purchase; • Sessions available on a 'first come, first serve' basis.
Direct Debit Priority Subscription (1 day per week)	Automatic weekly booking for the Services. Same day every week	\$100/week	<ul style="list-style-type: none"> • Non-refundable; • Non-transferable; • 15 days to hold; • 30 days to cancel; • Maximum 3 months on hold;

			<ul style="list-style-type: none"> • Priority for a specified day agreed too.
Direct Debit Priority Subscription (2 days per week)	Automatic weekly booking for the Services. Same 2 days every week	\$190/week (billed fortnightly)	<ul style="list-style-type: none"> • Non-refundable; • Non-transferable; • 15 days to hold • 30 days to cancel • Maximum 3 months on hold • Priority for a specified day agreed too

Additional Fees

SERVICE	DESCRIPTION	FEES	TERMS
Late Pick-Up	Fee to be applied if the Dog has not been picked up by the Customer at the designated drop-off area, and must be taken to a Farmtastic Representative's home.	\$25 per hour	Non-refundable In the event that the Dog has been taken home by a Farmtastic Representative, you will need to collect the Dog from the Representative's home before 8pm that same night.
Overnight Stay	Fee to be applied If the Dog has not been collected by Customer by 8pm , and accordingly, requires the Dog to stay overnight at a Farmtastic Representative's house.	\$120 per night	Non-refundable
Cancellation Fee	Fee applied in the event of a Booking cancellation.	50-100% of Booking price	Non-refundable

			<p>50% of Booking price if cancelled between 10:00am to 6:30pm the day before the session.</p> <p>100% of Booking price if cancelled after 6:30pm the day before the session.</p>
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Schedule 3 - Service Schedule

Service Schedule

<i>Time*</i>	<i>Activity</i>
7:00 am - 7:30 am:	Pickups from designated locations
8:30 am:	Arrive at the farm, allowing for a toilet break and socialisation time to ease into the day
9:00 am - 3:00 pm:	Engage in activities 1-4, with rest breaks, shaded areas, and ample water available throughout the day
3:00 pm - 3:30 pm:	Cool down period, optional wash and dry if necessary
4:00 pm:	Depart from the farm
5:00 pm - 5:45 pm:	Drop-offs at designated locations

*Please note that the schedule is subject to changes based on various factors such as weather conditions, traffic and the dogs' energy levels. Rest assured, we strive to maintain a well-planned and enriching experience for all our furry guests.