

# TERMS AND CONDITIONS

## I DEFINITIONS

- 1.1 The following definitions explain some of the terminology and abbreviations used throughout our Terms and Conditions and Privacy Policy:
- 1.2 “Terms” refers to the latest version of these Terms and Conditions document available on the ‘Discover Canine’ website.
- 1.3 “Site” refers to the website of the ‘Discover Canine’ available at <discovercanine.com.au>
- 1.4 “User/you/your” refers to any person who is downloading, visiting, using or in any other way interacting with the Site or its respectful Materials (see 1.9) regardless of the activities taken.
- 1.5 “We/us/our” refers to Talia Duell T/A Discover Canine, the Site, its employees, and affiliates.
- 1.6 “Customer” is a User who places an order with us to obtain the Course or the Product.
- 1.7 “Privacy Policy” refers to Privacy Policy document governing the rules of collecting, using and storing information provided by Users and Customers. This document is available on the Site.
- 1.8 “Outside sources” refers to any application, website, natural or legal entity other than the Site, its employees, and affiliates.
- 1.9 “Materials” refers to all images, text, audio and video data or any other information located on the Site. Materials also refer to images, text, audio and video data or any other information located on any other place provided that there is information that said material originated from the Site.
- 1.10 “Product” refer to pet related products available for purchase from the Site.
- 1.11 “Course” refers to dog training courses available on the Site.
- 1.12 “Service” refers to purchasing and ordering option available on the Site.

Discover Canine Terms and Conditions

**In using this website you are deemed to have read and agreed to the following terms and conditions:**

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services/products, in accordance with and subject to, prevailing Australian Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## II GENERAL PROVISIONS

- 2.1 The Site is owned by Talia Duell T/A Discover Canine, Victoria, Australia.
- 2.2 These Terms govern the use of the Site, Materials, and purchase of Courses and Products. These Terms also regulate the contractual relation between Customers and us.
- 2.3 Terms apply to all Users and Customers regardless of the way, purpose or instruments used in accessing the Site or Materials.
- 2.4 By accessing the Site you confirm that you have read, understood and agreed to be bound by these Terms, Privacy Policy, applicable laws, and other applicable internet policies. If you do not agree with any part or all of the Terms, you are forbidden to use the Site.
- 2.5 Users are forbidden to misuse the Site or Services. A misuse constitutes any usage, access or interference with the Site or Service contrary to Terms, Privacy Policy and applicable laws and

regulations. If you do not comply with the Terms we reserve the right to cancel or terminate your access to the Site, or any part thereof, or your user account. We can, in our sole discretion, suspend or terminate access to all or parts of the Site and Services to any User, without prior notice or need to deliberate on reasons for such measure. We reserve the right to deny Services to anyone at any time.

### **III CONSENT**

3.1 By accessing the Site you confirm that you are at least 16 years of age.

3.2 By providing us your e-mail address you agree to receive periodical emails from us. You can opt-out from receiving these e-mails at any time by following instructions provided in the e-mail.

### **IV CHANGING OUR TERMS**

4.1 We reserve the right to update and change the Terms periodically without notifying the Users. The current version of Terms is available on the Site indicating the effective date. Users are encouraged to periodically review Terms in order to stay informed on any changes.

4.2 Users are bound by any changes to the Terms regardless of their knowledge about them, provided that changes were published and available for review.

### **V ELIGIBILITY**

5.1 By placing an order, or by providing your information for other purposes, you confirm that you (i) have full legal capacity to enter into a binding relation, (ii) that you will provide true, accurate, and complete information where requested, which is otherwise compatible with these Terms, (iii) that you have available funds necessary for the requested Course or Product, (iv) that you will not use Course or Product contrary to these Terms or applicable laws.

### **VI SERVICES**

6.1 Some of the Services provided are only available to registered Users. If you chose to access the Services you agree to the following terms:

#### ***Registration***

6.2 Registered Users are required to provide true, accurate, current and complete information about themselves as prompted by registration forms on the Site. Registered Users agree to update their information should there be any changes, in order to keep registered information true, accurate, current and complete. If you provide information contrary to aforementioned conditions, we may deny you access to the Site, parts of it or our Services. We are not responsible for any failure in providing the Services which results from information that is not true, accurate, current and complete.

#### ***Purchase***

6.3 Purchasing of the Product and Courses from the Site is available to both unregistered and registered users.

#### ***Non-Commercial Use***

6.4 You may only purchase or order Courses and Product for non-commercial, personal use and any other use is not permitted. You may not sell or resell any products you purchase or otherwise receive from us. We reserve the right, with or without notice, to cancel or reduce the quantity of any order to be filled or products to be provided to you that may result in a violation of these Terms, as determined by us in our sole discretion.

#### ***Pricing and Delivery***

6.5 Full list and description of our pricing and Service plans is available on the Site. We reserve the right to change and update our prices and Service plans periodically at any time and without notification. All changes become effective from the day of publishing.

6.6 All prices on the Site are displayed in full, inclusive of VAT if applicable. Prices listed do not contain any additional expenses like shipping.

6.7 We will use commercially reasonable efforts to deliver items as quickly as possible within a reasonable time, but we are not responsible for any delays in delivery which are beyond our control. The risk of damage or loss of goods shall be passed to you upon our delivery of products to the delivery company.

6.8 In the event that the Product is listed at an incorrect price due to typographical error or systems error, we retain the right to refuse or cancel any orders placed for product listed at the incorrect price. If the payment of the incorrect price has already been made, we will return the same amount of money upon cancellation.

### ***Cancellation and Return Policy***

6.9 Courses and digital Products have a 14 day refund policy. Refunds will be given minus a processing fee based on the cost of processing the transaction. For physical items, you can cancel your order until the point when the Product is scheduled for shipment. We reserve the right to cancel your order if we are unable to process payment, you provide invalid personal information, or the Product has become unavailable. We will notify you prior to cancellation provided that we have your contact information.

6.10 If you are not satisfied with the delivered Courses, please contact our customer service department. Refund requests must be placed within 14 days from getting access to the Courses. All refunds and replacements are provided at our sole discretion. Refunds will be given minus a processing fee based on the cost of processing the transaction.

### ***Payment method***

6.11 All payments on the site are conducted through credit/debit cards. Providers of payment services are separate legal entities, and we can not influence or affect in any way the fees or other expenses charged by them. Please refer to these payment service providers' terms of service for more details.

6.12 By placing an order for the Course or Product, you authorize Talia Duell T/A Discover Canine to charge your debit card, credit card, or other payment method listed accordingly.

### ***Availability of the Products***

6.11 We aim to serve customers in the best way possible, however sometimes, due to the high traffic and above average inventory turnover, we may not have requested Products in stock after the purchase is made. We will inform you in a timely manner when we are not able to deliver the Products and will give you an estimation of time when the Products will be available again. In this case, we reserve the right to cancel and refund your order unless we can offer a suitable replacement which you agree to receive.

### ***Contact***

6.12 We may contact you using the available contact information provided by you, for any matters relating to purchasing, paying and delivering of the Courses and Product. We may also inform you through e-mail about news, promotions, special offers and or other topics of interest related to the Talia Duell T/A Discover Canine and our affiliates. You may choose to stop receiving these promotional e-mails at any time by following the instructions contained in promotional e-mails.

## **VII WEBSITE CONTENT**

7.1 All Materials on the Site, including but not limited to text, images, video, information, applications, software, music, sound and other files are the property of Talia Duell T/A Discover Canine or used under appropriate license. Materials on the Site are available for fair use to Users. Usage of the Materials is governed by appropriate laws of the state of Victoria, Australia. The User must reference the Site, its respectful owners, and authors of the Materials where available if they are using Materials for non-commercial use. The user must obtain our written permission for usage of Materials for commercial purposes.

7.2 Users are able to post content on the site and to interact with the available content and other Users. Users agree not to post or transmit content which is illegal, obscene, threatening, insulting, defamatory, infringing of intellectual property rights, invasive of privacy, or otherwise objectionable to third parties. Some of the content provided by Users is subjected to prior approval by the content administrators. Although we do not constantly monitor content posted on the Site, we reserve the right to remove any content which we find to constitute a breach of these Terms or relevant laws, without notifying the Users or providing reasoning for such action. Users are solely responsible for their own content and the consequences of making the content available to third-parties. If you post content, you grant us a non-exclusive, royalty-free, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, distribute, and display such content on the Site and on any other marketing material we may create. Whenever we might use the User generated content we will give appropriate credit to the content provider through their chosen username on the Site.

## **VIII THIRD – PARTY CONTENT**

8.1 We may provide Users with content belonging to the Outside Sources or links leading to the Outside Sources. We are not responsible for the content provided by the Outside Sources. Outside sources are not under our control, and they may have different terms of use and policies. The Site is not responsible for the availability and content of the Outside Sources.

## **IX PRIVACY STATEMENT**

9.1 We are committed to protecting your privacy. Authorised employees within the company on a need to know basis only use any information collected from individual Clients. We constantly review our systems and data to ensure the best possible service to our Clients. There are specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible

### **CONFIDENTIALITY**

9.2 Any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than our employees and if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

**We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.**

### **AVAILABILITY**

9.3 You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

## **LOG FILES**

9.4 We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

## **COOKIES**

9.5 Like most interactive web sites this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

## **LINKS TO THIS WEBSITE**

9.6 You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

## **LINKS FROM THIS WEBSITE**

9.7 We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

## **COPYRIGHT AND TRADEMARK**

9.8 Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

This Company's logo is a registered trademark of this Company in Australia and other countries. The brand names and specific services of this Company featured on this web site are trade-marked and/or protected under Copyright law.

## **Communication**

9.9 We have an e-mail address for queries. This, & other contact information, can be found on our **Contact Us** link on our website or via Company literature or via the Company's stated telephone, or mobile telephone numbers.

This business is registered in Australia, Australian Business Number 55217220580.

## **X GOVERNING LAWS**

10.1 Having in mind that we are providing our Courses internationally and that the Site can be accessed from countries around the world, since each of these jurisdictions have laws that may differ from those of the state of Victoria, Australia, by accessing the Site, you agree that any claim

relating to the access or use of the Site, Courses, or Product shall be governed by the laws of the state of Victoria, Australia, without regard to its conflict of law provisions. You also agree and hereby submit to the non-exclusive jurisdiction of the courts in Victoria, Australia for the resolution of any conflict arising out of or in connection with these Terms or the Site.

## **XI INDEMNITY**

11.1 You will indemnify and hold harmless Talia Duell T/A Discover Canine and its employees, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with your access to or use of the Site and its Services, content which you provide, or your violation of these Terms.

## **XII DISCLAIMER**

12.1 WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PROVIDED BY LAW, THE WEBSITE AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. NONE OF THE PARTIES INVOLVED IN CREATING, PRODUCING, AND/OR DELIVERING THE SERVICES AND THE SITE ARE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY, THROUGH ACCESS TO, USE OF, OR BROWSING THE SITE OR THROUGH YOUR DOWNLOADING OF MATERIALS FROM THE SITE, INCLUDING BUT NOT LIMITED TO ANYTHING CAUSED BY BUGS, VIRUSES, OR ANY COMPUTER SYSTEM, HARDWARE, SOFTWARE, OR PROGRAM MALFUNCTIONS, OR ANY OTHER ERRORS, FAILURES, OR DELAYS. IN NO EVENT WILL TALIA DUELL T/A DISCOVER CANINE OR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS BE LIABLE FOR ANY LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR OF THE INABILITY TO USE ANY MATERIALS ON THE WEBSITE.

12.2 ALTHOUGH WE TAKE ALL APPROPRIATE MEASURES TO ENSURE THAT INFORMATION PROVIDED THROUGH THE COURSES IS SAFE TO IMPLEMENT IN REAL LIFE, WE DO NOT REPRESENT OR WARRANT THAT IMPLEMENTATION OF SUCH INFORMATION IS ADVISABLE OR WITHOUT RISK, AND WE ARE NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM IMPLEMENTATION OF SUCH INFORMATION. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTION WITH OR RELIANCE ON ANY AVAILABLE INFORMATION. YOU MUST PERFORM ANY NECESSARY, APPROPRIATE, PRUDENT OR JUDICIOUS INVESTIGATION, INQUIRY, RESEARCH AND DUE DILIGENCE WITH RESPECT TO INFORMATION.

12.3 PLEASE BE ADVISED: CERTAIN TRAINING TOOLS, EQUIPMENT CHOICES AND TECHNIQUES MIGHT REQUIRE PROFESSIONAL ASSISTANCE AND MIGHT BE DANGEROUS OR CONTAIN HIGHER RISK OF PERSONAL INJURY OR INJURY TO YOUR PET. YOU ARE USING INFORMATION FROM COURSES AT YOUR OWN RISK. WE ARE NOT RESPONSIBLE FOR ANY PHYSICAL INJURY, HARM, FINANCIAL LOSS OR OTHER CONSEQUENCE OF YOUR USAGE OF THE COURSES, PRODUCTS, SITE, SERVICES OR MATERIALS.

### **Exclusions and Limitations**

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and

▪ excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

### **XIII RESULTS DISCLAIMER**

13.1 The Products and Services sold on the Site are not to be interpreted as a promise or guarantee of training results.

13.2 The advice within the Products or Services on the Site are general in nature and do not replace hiring a dog trainer. Dog training is inherently dangerous by nature and you carry out this advice at your own risk.

13.3 Your level of success in attaining the results from using our Products or Courses and information depends on the time you devote to the program, ideas and techniques used, your individual dog, your knowledge and various skills. Since these factors differ among each individual, we cannot guarantee your success or level of results, nor are we responsible for any of your actions.

13.4 Any and all forward-looking statements on the Site or in any of our Products and Courses are intended to express our opinion of the potential that some people may achieve. But many factors will be important in determining your actual results, and we make no guarantees that you will achieve results similar to ours or anyone else's. In fact, we make no guarantees that you will achieve any results from the ideas and techniques contained on the Site or in our Courses and Products.

13.5 To the extent that we included any case studies or testimonials on this site, you can assume that none of these stories in any way represent the "average" or "typical" customer experience. In fact, as with any product or service, we know that some people will purchase our Products but never use them at all, and therefore will get no results whatsoever. You should therefore assume that you will obtain no results with this program.

13.6 Even though we make no guarantees that our product will produce any particular result for you, you can still take advantage of our refund policy if you are not completely satisfied. In such instances, you can place a refund request in accordance with the conditions and timelines indicated in our Terms.

13.7 YOU FULLY AGREE AND UNDERSTAND THAT TALIA DUELL T/A DISCOVER CANINE IS NOT RESPONSIBLE FOR YOUR SUCCESS OR FAILURE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT OUR PRODUCTS OR SERVICES WILL PRODUCE ANY PARTICULAR RESULT FOR YOU.

### **XIV FORCE MAJEURE**

14.1 Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith

inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

### **Waiver**

14.2 Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **XV GENERAL**

15.1 The laws of Australia govern these terms and conditions. By accessing this website and using our services/buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the Australian courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

### **Notification of Changes**

15.2 The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made by email. If there are any changes in how we use our site Clients' Personally Identifiable Information, notification by e-mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our website. You are therefore advised to re-read this statement on a regular basis.

## **XVI FINAL PROVISIONS**

16.1 If any part of these Terms is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity or enforceability of the remainder of the terms and conditions.

## **XVII CONTACT**

17.1 If you have any questions, suggestions, or comments, you can address them to [info@discovercanine.com.au](mailto:info@discovercanine.com.au).