



Corteo® PetTrack

USER AGREEMENT

Please read these terms and conditions carefully as they contain important information about your legal rights and obligations in using the PetTrack device. Scroll down to accept the Terms and Conditions and the Privacy Statement.

1 Introduction

We, Corteo® Pty Ltd trading as PetTrack, ABN 83 121 052 159 (hereafter referred to as "Corteo®", "Us", "We" or "PetTrack" in this agreement), a registered company, incorporated in the state of Victoria, Australia, will provide the PetTrack device and online tracking service in accordance with the terms and conditions below. This agreement constitutes a valid and binding agreement between PetTrack and you as a user of the PetTrack unit, service and website for the purpose of tracking their pet.

Your access to and use of the PetTrack device and website service is conditional upon your acceptance of and agreement to the terms and conditions set out below.

By clicking the "I Agree" button below, you acknowledge that this agreement, including, but not limited to, the warranty disclaimers and liability limitation provisions below, is binding upon you, and any company on whose behalf you use the PetTrack device and any employees or agents of any such company (hereafter referred to as "You" or "User" in this agreement). Every time you register an account, use the PetTrack device, or log into your PetTrack online tracking account, you agree that you are bound by the terms of this Agreement. If you are unwilling to be bound by the terms below, are not over 18 years of age, or if you are not authorised to accept this agreement on behalf of your company, its agents or employees, please click the "I Don't Agree" button to decline this agreement and exit from this website.

2 Definitions

"Contract", "Agreement" means this agreement;

"PetTrack", "Corteo®", "us", "we" means Corteo® Pty Ltd of P.O. Box 511, Collins Street West, Melbourne, VIC 8007;

"Locator", "tracking hardware", "module", "locating unit", "unit", "device" means the PetTrack location tracking device

"GPS" means the Global Position System;

"Service" means the PetTrack Online Location tracking service;

"SMS", "text message" means any communication in the format of a short text message delivered to your mobile telephone.

"Location", "position" means a latitude and longitude corresponding with the physical location of a location tracking module;

"Website" means the relevant website situated at www.pettrack.com.au

"You", "your", "yourself" means you, the end user.

3 General

(a) You acknowledge and accept that PetTrack and Corteo® Pty Ltd make no implied or express warranties as to the accuracy of the GPS tracking service available for the unit.

(b) You acknowledge and accept that the PetTrack device is subject to the limitations of the GPS service and as such it may:

- i.** suffer from downtime and errors without warning from time to time;
- ii.** lose recorded data;
- iii.** delay transmission of data; or
- iv.** be withdrawn at anytime with notification.

(c) You acknowledge, accept and indemnify PetTrack from any damages, indirectly or indirectly caused from the use or misuse of this service.

(d) You understand that the data transmission between the PetTrack GPS tracking module and your server and mobile telephone is provided by a third party mobile telecommunications provider, and as such PetTrack is not liable for its service in any way, and is not a party to your Agreement with them.

4 Copyright/Intellectual Property Rights

(a) All product, packaging, retail display units, user guides, software, and web site design, text, graphics, and the selection and arrangement thereof are held under copyright by Corteo® Pty Ltd 2008. All rights are reserved.

(b) You acknowledge that we retain all intellectual property rights, including, but limited to, rights protected by laws relating to copyright, patents and trademarks for the PetTrack module, the design and operation of the PetTrack website, and all product and merchandising material.

(c) You agree not to interfere with, damage, restrict or jeopardise any of our Intellectual Property Rights or our interest in them.

5 Site Use and Content

(a) You may view, copy, print or download pages from the PetTrack website for personal and non-commercial purposes only. You may not in any other circumstances use, modify, reuse, repost, copy, print, publicly display, sell, rent, distribute, publish, copy or create derivative works based on the content of PetTrack website and product information without the express permission of PetTrack.

(b) At any time PetTrack may, without notice, make changes to this site or to the services or products described in this site.

6 Restrictions on Use

(a) You must

- not:
- i.** use the PetTrack in a way that would violate any law. You acknowledge and agree that you shall take full responsibility from the use of the service, and indemnify us for any loss or damage we may suffer as a result of you breaching any of your obligations under this agreement;
 - ii.** gather or collect any information or communication about the PetTrack unit or service or any users of the PetTrack device or the online tracking service by monitoring or intercepting any process of the service or the PetTrack unit;
 - iii.** Decompile, disassemble, reverse engineer or hack the PetTrack software or hardware or to overcome any technical protection or security methods such as encryption, or otherwise implemented by us with respect to the PetTrack GPS tracking module and online tracking service and/or data transmitted, processed or stored by us or other users of the PetTrack;
use location tracking illegally to track anybody without his/her consent; or attempt to do anything referred to in clause 5(a) or 6(a).

(b) We reserve the right to investigate occurrences which may involve violations referred to in, or breaches of, clauses 5(a) or 6(a). We may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations or breaches.

7 Not for Emergency use

Although this product is designed to be accurate and reliable, the PetTrack device or service is not fault-tolerant and is therefore not designed or intended to be used where a fail-safe performance is required. PetTrack expressly disclaims any express or implied warranty of fitness of the PetTrack device for use in an emergency situation.

8 Operation/Access to the Service

(a) We will make all reasonable attempts to ensure that our tracking service is available to you at all times. However, the quality and availability of our service may be affected by factors outside of our reasonable control (including, but not limited to, weather, power services and faults in phone networks). As a result, the PetTrack device and the online service are provided "as is" and as such we do not represent or warrant that the PetTrack tracking service will be always available, accessible, uninterrupted, timely, secure, accurate, complete, error-free, or will operate without data loss, nor do we warrant any particular quality of messages sent to or through the PetTrack tracking service.

(b) Where components of the PetTrack service are supplied to us by third parties we can make no promises or warranties, express or implied as to the ongoing reliability, accuracy or quality of the Service. Delivery time of SMS communication may be affected by network bandwidth and congestion, and the SMS may never reach its intended destination. The accuracy or availability of a GPS signal may be affected by the physical placement of the device, buildings, dense forests, signal reflection and electronic jamming. The PetTrack service is subject to the limitations of the enabling technology on which it relies and may be adversely affected by operational factors beyond our control including, but not limited to, network congestion, undelivered or delayed SMS messages, GPS availability, internet connections and the performance of your location tracking device.

(c) You accept and acknowledge that:

- i.** Due to operational limitations of the Internet, the online tracking service may become temporarily unavailable.
- ii.** SMS or GPRS data transmissions may be delayed or not delivered.
- iii.** Typographic errors in map data or errors in GPS data may result in location errors.
- iv.** Where GSM coverage is not available, you will be unable to use the SMS service to locate the tracking unit, as the service is dependent on tracking unit having access to the GSM/GPRS network.

9 Liability/Limited Warranty

(a) The PetTrack is intended for location tracking use for your pet only and accordingly, subject to clause 9(c) below, we (including but not limited to our affiliates, related bodies corporate, officers, directors, employees, agents or service providers) accept no liability for any loss, including, without limitation, any loss of or damage to business or reputation, loss of revenue, loss of profits, loss of opportunity, loss of advantage, loss of use of any software or data, loss of use of any other equipment, or indirect, special or consequential loss or damage, arising in relation to this Agreement, whether in contract, tort (including negligence), under statute or otherwise.

(b) Subject to clause 9(c) below, to the extent permitted by law we exclude all liability to you or any other person claiming through you, for any costs, loss, expenses, liability or damage, regardless of the form of action, whether in contract, tort (including negligence), under statute or otherwise, and whether arising from our (or our agents') performance or non performance of our obligations under this Agreement.

(c) Nothing in this Agreement excludes your rights as a consumer arising from the terms implied by the Trade Practices Act 1974 or similar legislation, however, our liability for breach of those implied terms will be limited to the actual purchase price of the PetTrack device.

10 Indemnity

(a) You agree to indemnify us and our agents, related bodies corporate, officers, directors, employees, and service providers at your expense, against any claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and other dispute resolution expenses) incurred by us arising out of or relating to your:

- i.** breach of any term of this Agreement or any policy or guidelines referred to in it; or
- ii.** use or misuse of the PetTrack; or
- iii.** your violation of any law or the rights of a third party.

11 Force Majeure

We are not liable for any delay in correcting any fault in the service, failure or incorrect operation of any service, or any other delay or default in performance under this Agreement, if it is caused by an event beyond our reasonable control, including but not limited to acts of war or terrorism, accident, act of God, government acts, orders or restrictions, industrial action, labour strikes, embargo, delay or failure or default by your mobile telecommunications provider or any other third party supplier of goods or services to us or you.

12 Variation/Severability/Termination/Assignment

- (a)** You acknowledge that we may vary the terms of this Agreement from time to time. Where variations are made, we will place a notice on our Website or notify you by any other means permitted by law. Your continued use of the PetTrack device and online tracking service constitutes your acceptance of these revised terms.
- (b)** You must not transfer your account or assign any of your rights and responsibilities under this Agreement without our prior written approval. We may assign any of our rights and obligations at any time.
- (c)** If any term of this Agreement is rendered invalid or unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain valid and effective.
- (d)** This Agreement constitutes the entire agreement and understanding between you and PetTrack and that by entering into this Agreement you agree that you do not rely on any statement, representation or warranty by us or on behalf of us that is not set forth expressly in this Agreement.
- (e)** All headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such a part or section this Agreement.
- (f)** PetTrack reserves the right to terminate this Agreement without notice upon breach of the Agreement or the Privacy Policy by the Registered User. In addition, PetTrack reserves the right to terminate this Agreement with 30 days notice.
- (g)** PetTrack reserves the right to cooperate fully with any government authorities or injured third parties in the investigation of suspected criminal activities. With regard to any information disclosed by PetTrack as a result of a request by a government or law enforcement body, injured third party or as required by any legal proceedings, you agree that PetTrack is not liable for any damages as a result of that disclosure, and not to bring any action or claim against PetTrack for any such disclosure.

13 Governing Law/Arbitration

- (a)** The terms and conditions under this Agreement are governed by and construed in accordance with the laws of Victoria, Australia. The Courts of Victoria, Australia shall have non exclusive jurisdiction over all disputes relating to this Agreement. Further, each party agrees to be bound by any judgement rendered in connection with this Agreement.
- (b)** Any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Melbourne, Australia. The language of the arbitration shall be English.

14 Privacy Statement

[Click to view privacy policy](#)