Woofy Pet Service Privacy Policy and Liability Waiver

Please see our Waiver of Liability and Informed Consent below as well as our intake form.

ABOUT THIS PRIVACY POLICY

At Woofy Pet Service, we recognise the importance of protecting the privacy of its customers and other third parties who provide their personal information to us. We are committed to handling personal information in accordance with applicable privacy laws, including the Australian Privacy Principles set out in Privacy Act 1988 (Cth) ("Privacy Act").

KINDS OF PERSONAL INFORMATION COLLECTED AND HELD The personal information we collect about you may include your:

• name, age, date of birth and contact details (including residential or business address, email address, telephone number);

• pet ownership details and details of products and services you have purchased from us; If you are a candidate for employment, we may collect other information. This may include information relating to your employment history, working eligibility rights, suitability for the role you are applying for, and your referee details.

How we hold your personal information

We may hold your personal information in hard copy (paper) or electronic form. If you provide information to us electronically, we retain this information in our computer systems and databases. Information held in electronic form is generally held on servers controlled by us and on servers controlled by third parties under contractual arrangement with us. We use physical security, password protection and other measures to ensure that personal information stored in electronic form is protected from misuse, interference and loss and from unauthorised access, modification and disclosure.

Personal information collected in hard copy (paper) form may be converted to electronic form. Where this occurs, generally the hard copy is securely destroyed at the end of this process. Information held in paper-based form is generally securely stored at our head office. We use physical security and other measures to ensure that personal information in hard copy form is protected from misuse, interference and loss and from unauthorised access, modification and disclosure.

PURPOSES FOR COLLECTING, HOLDING, USING AND DISCLOSING PERSONAL INFORMATION

The main purposes for which we collect, hold, and use your personal information are:

• to provide you with products and services that you have requested from us;

- to communicate with you, including about products and services, competition results, special offers, and events which might interest you; and
- to answer your questions, provide you with information or advice or consider and respond to requests or complaints made by you.

If you are a candidate for employment, we may use your personal information to assess your suitability for a position with us.

Safety Considerations

By signing hereunder, I certify that I have been informed and understand that there is always some level of unavoidable risk of injury involved when working with animals. I acknowledge that dogs can be inherently difficult to control and that not all dogs may be under full control at times resulting in the possibility of injury to myself, my dog, my family members, or third parties. Additionally, I have had full opportunity to discuss all concerns I have about the foregoing risks with Woofy Pet Service, Faith Tsoi/ Wing Man Tsoi, and its authorised representatives. I have also made all inquiries and investigations to my satisfaction related to such risks, including, but not limited to, an examination of the training area (if applicable).

I hereby accept and assume, without reservation, all risks associated with my participation in the classes and training including, but not limited to: the risks of any and all injuries to myself, my dog and any of my family members or third parties who may attend; the risks that my dog may cause injury to other persons and/or dogs involved in the sessions and training; and the risks that saliva, water, food, and/or other debris may be present in the training area. I have read and understand Woofy Pet Service and Operating Policies (next page), and agree to abide by them to the extent applicable.

Training and Operating Policies

Woofy Pet Service can make no guarantees with regards to the results that will be achieved during your dog's training. Each dog learns at a different pace and learning is dependent on numerous factors including breed, age, previous training and owner commitment and competence. Therefore it is impossible to predict exactly how well your dog will respond to training in the time frames booked. We cannot guarantee that once your dog goes home after the classes they will perform in the same manner they do with us or maintain their level of training which is explained fully in the classes and we only agree to take on your dog on the understanding that owners must maintain and practise what we have instructed. Once the private sessions or classes are fully completed there is no refund under any circumstances.

Authorised representatives of Woofy Pet Service may be involved in training and handling your dog during the classes.

Training will not commence unless the dog information form has been fully completed. This must be completed accurately and failure to disclose information may result in your training being cancelled until this information is given. Any claims arising from failure to disclose information with regards to your dog or your dog's behaviour can result in you being held accountable.

Participation in all dog training requires enclosed shoes to be worn.

Only immediate members of your household are permitted to be at any training session. Unless prior arrangements are approved by Woofy Pet Service staff.

We encourage only one handler per dog from commencement of course to completion, as it's not fair on your dog to have several handlers, especially ones whom are not as trained as

the dog. Also, a handler that is only a fill in will hold up the rest of the class. Couples are fine to both handle the dog.

All persons whom attend our classes do so totally at their own risk. Although all care will be taken, we do not accept and responsibility or liability for any action, which may occur during the entire course

Children are permitted to attend sessions, however there must be an additional adult to accompany them during the sessions. No responsibility is taken by Woofy Pet Service for the care, watch and control of children.

Any classes missed throughout the course is your own responsibility and you will not be given a refund. You can arrange a catch-up session with the trainer at your own cost. Due to the ongoing courses, classes will be held regardless of weather conditions unless otherwise notified. Occupational Health and Safety will dictate safety. If weather is deemed a risk to the dogs or humans we will postpone the class or private session. You will be notified if your appointment has to be cancelled and you will be rebooked as soon as possible. Safety is of utmost importance, upon arrival please do not let your dog loose - keep under restraint at all times. Give your dog and the other dogs at least 3 metres distance between each other.

We reserve the right to tell persons to leave our classes or areas of training due to poor practices, equipment or ability that could increase potential risk to self, trainers, instructors, clients or bystanders.

Liability

As lawful consideration for participating in the classes and training, I, for myself, my heirs, executors, administrators, legal representatives, successors and assigns (the "Releasing Party"), hereby waive, release, discharge and agree not to sue and to indemnify, defend and hold harmless Woofy Pet Service, Faith Tsoi/ Wing Man Tsoi, and their members, managers, agents, and employees (the "Released Party") from any and all injuries, losses, claims and damages to any person or persons of any nature whatsoever, including claims arising from the Released Party's own negligence, and all costs associated therewith, including attorney's fees, court costs and consultant fees, arising from my participation in the sessions or dog training. Further, "Releasing party" agrees to hold harmless Woofy Pet Service, Faith Tsoi/ Wing Man Tsoi, from any and all claims of injury, loss, cost, expenses, or damage caused by the actions of Releasing Parties dog during the course of training/classes, or under the care, custody or control of Woofy Pet Service, Faith Tsoi/ Wing Man Tsoi, or its authorised representatives.

This Waiver of Liability & Informed Consent Release shall be legally binding on the Releasing Party. Should the Releasing Party assert a claim to the contrary to what I have agreed to in this Waiver of Liability and Informed Consent Release, the claiming party shall be liable for all expenses (including solicitors's fees, court costs and consultant fees) incurred by both the Releasing Party and the Released Party. No waiver or modification of any provision herein shall be valid unless expressly agreed to in writing by both the Releasing Party. I hereby consent to my dog being the subject of the photographs and/or audio-visual recording and authorise Woofy Pet Service, Faith Tsoi/ Wing Man Tsoi & staff, to cause the same to be exhibited for educational purposes and advertisements as still photographs, transparencies, motion pictures, television, video or other similar media. I hereby release Woofy Pet Service, Faith Tsoi/ Wing Man Tsoi & staff

from any and all claims for damages for libel, slander, invasion of privacy or any other claim based on use of the above- described material(s).

Every provision herein is intended to be severable. If any one or more of the provisions herein is found to be unenforceable or invalid, that shall not affect the other terms and provisions hereof, which shall remain binding and enforceable.

I represent that I am at least 18 years of age and any dogs I have enrolled for services with Woofy Pet Service are currently up to date on all applicable vaccinations and are healthy enough to commence training.

Your responsibility

I understand that training my dog is not without risk to me, my dog, family members or friends who may accompany me. This risk may be from my own dog(s) or others in a group class.

I assume responsibility for any damage or injury to any person or dog resulting from the action of my own dog while participating in Woofy Pet Service services.

I assume responsibility for all risk to me, my dog or others who accompany me, arising from participation in Woofy Pet Service services. I understand that Woofy Pet Service does not guarantee a germ-free environment for puppies, adult dogs or people although all precautions are taken.

I agree to abide by all instructions given by the trainer/instructors while participating in Woofy Pet Service services. I acknowledge that choosing to disregard a request by the instructor may put me, my dog, other participants or their dogs at risk.

I release Woofy Pet Service, its owners and employees from any liability of any nature for injury or damage which I, my dog, or anyone who accompanies may suffer, including specifically, but not limited, injury or damage resulting from the action of any dog. I understand that this statement applies to all Woofy Pet Service services, including but not limited to, group classes and private training lessons at any location including my home. 1) Woofy Pet Service must keep all information provided in this survey in strict confidence and use it solely for the dog training purpose.

1) Woofy Pet Service 會把此報名表的內容保密, 並只用作犬隻訓練之用

2) The dog owner agrees that no photos or videos taken during the training and/or share training information with third parties without consent from Woofy Pet Service.
2) 狗主人同意, 未經Woofy Pet Service同意, 在訓練期間不會拍攝照片或視頻和/或與第三方分享訓練資訊。

 Woofy Pet Service may take photos, videos during the assessment and training for record keeping purposes or marketing purposes. Please let us know if you do not agree with this.
Woofy Pet Service可能會在評估和培訓期間拍攝照片, 視頻以用於記錄保存目的或行銷目 的。如果您不同意這一點, 請告訴我們。

4) Cancellation and Refund Policy:

Cancellations made 1 week prior to the start date of the class will receive a full refund. Cancellations made after 1 week prior to the start date may not be eligible for a refund. Refunds will not be issued for any classes or sessions missed by the participant. 4) 取消與退款政策:

在課程開始日期前1週取消的,將獲得全額退款。

在課程開始日期前1週之後取消的, 可能無法獲得退款。 參與者因個人理由而錯過的任何課程, 將不予退款。

5) Transfer of Enrollment:

Participants must not transfer their enrollment to another class or workshop, or to another person.

5) 轉讓報名名額:

參與者不得將其報名或費用轉讓給其他人,或轉換成其他課程或服務。

6) Instructor Cancellation:

In the event that the trainer has to cancel a class or session, participants will be notified as soon as possible, and a make-up session, or a full refund or credit toward the session will be provided. The credit offered will only be used for services, not products, from Woofy Pet Service.

6) 教練取消:

如果教練必須取消課程, 參與者將盡早收到通知, Woofy Pet Service會提供補課、全額退款或 用於該課程的店內信用額。所提供的信用額只能用於 Woofy Pet Service的服務, 不包括產 品。

7) Exceptions or Special Circumstances:

Consideration might be given for extenuating circumstances (e.g., medical emergencies, sudden unavoidable conflicts) on a case-by-case basis for refunds or rescheduling. 7) 特殊情況或例外:

對於特殊情況(例如, 醫療緊急情況、突發及不可避免的事情), Woofy Pet Service將視情況考 慮個案, 可能提供退款或改期。

8) Refund Processing Time:

The refund will be made within 7-14 business days after approval. 8) 退款處理時間: 成功審批後,將在7-14個工作日內辦理退款。

9) Policy Changes:

Woofy Pet Service reserves the right to change or update the refund policy with prior notice to participants.

9) 政策變更:

Woofy Pet Service 保留更改或更新退款政策的權利, 在提前通知參與者的情況下進行更改。