

## Terms and Conditions

Please read all these terms and conditions.

As we can accept your Subscription/Membership and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with.

### Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the Customer or you). We are K9 Nation Limited a company registered in England and Wales under number 11804935 whose registered office is at 5 The Old Barn House, 111a Bradford Road, Tingley, West Yorkshire, United Kingdom, WF3 1RP with email address [scottb@k9nation.dog](mailto:scottb@k9nation.dog); (the Supplier or us or we). We are also registered with the ICO with the registration number of ZA824626.
2. These are the terms on which we sell all Services to you. Before picking your subscription time on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your subscription. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

### Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft, or profession.
4. **Contract** means the legally binding agreement between you and us for the supply of the Services.
5. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored.
6. **Goods** means the promotion of your business within the K9 Nation App to the users.
7. **Subscription** means the Customer's subscription/membership for the Services from the Supplier as submitted following the step-by-step process set out on the Website.
8. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website.
9. **Services** means the services advertised on the Website, including any Goods, of the number and description set out in the Subscription.
10. **Website** means our website [k9nation.dog](http://k9nation.dog) on which the Services are advertised.

### Services

11. The description of the Services and any Goods is as set out on the Website, catalogues, brochures, or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the size and colour of any Goods supplied.
12. In the case of Services and any Goods made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
13. All Services which appear on the Website are subject to availability.
14. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

### Membership

15. Your membership/subscription will continue until terminated by either party. To use the K9 Nation Business Portal, you must have internet access and have provided one payment method through Stripe.
16. Payment Method means a current, valid, accepted method of payment, as may be updated from time to time.
17. Unless your membership/subscription is cancelled before your next billing date, you authorize us to charge the subscription fee for the next billing cycle to your payment method.
18. We may offer a number of membership/subscription plans, including special promotional plans. Some membership / subscriptions plans may have differing conditions and limitations, which will be disclosed at the sign-up process or in other communications made available to you.

### Customer responsibilities

19. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
20. Failure to comply with the above is a Customer default which entitles us to suspend the performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

### Personal information and Registration

21. When registering to use the Website you must set up a username and password. You remain responsible for all actions taken under the chosen username and password and under take not to disclose your username and password to anyone else and keep them secret.
22. We retain and use all information strictly under the Privacy Policy.
23. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

### Basis of Sale

24. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods. When a Subscription has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
25. The Subscription process is set out on the Website. Each step allows you to check and amend any errors before submitting. It is your responsibility to check that you have used the process correctly.
26. A Contract will be formed for the Services only when you receive an email from us confirming the Subscription. You must ensure that the Subscription Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Subscription Confirmation by you. By subscribing, you agree to us giving you confirmation of the Contract by means of an email with all information in it (i.e. the Subscription Confirmation). You will receive the Subscription Confirmation within a reasonable time after making the Contract, and before performance begins of any of the Services.
27. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of days from its date unless we expressly withdraw it at an earlier time.
28. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
29. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, e.g. by giving you rights as a business.

### Fees and Payment

30. The fees (Fees) for the Services, the price of any Goods (if not included in the Fees) or such other price as we may agree in writing. Prices for Services may be calculated on a fixed price or on a standard daily rate basis.
31. Fees and charges include VAT at the rate applicable at the time of the subscription.
32. You must pay by submitting your credit or debit card details with your subscription and we can take payment immediately.

### Withdrawal and Cancellation

33. You may cancel your membership/subscription at any point. This can be done either via the Business Portal, or by contacting our support team.
34. When you cancel your membership/subscription, it will take immediate effect with both the Business Portal and the Payment method. You will not be charged once you have completed the cancellation process.
35. You can just as easily re-new your subscription after a cancellation by contact our support team who will be able to re-active your subscription and send you a new payment gateway to complete.

### Commencement of Services in the cancellation period

36. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.

### Effects of cancellation in the cancellation period

37. Except as set out below, if you cancel this Contract during your cancellation period, there will be no further charges made.

### Payment for Services commenced during the cancellation period

38. Where a service is supplied (being part of the Service) before the end of the cancellation period in response to your express request to do so, you must pay an amount for the supply of the service for the period for which it is supplied, ending with the time when we are informed of your decision to cancel the Contract. This amount is in proportion to what has been supplied in comparison with the full coverage of the Contract. This amount is to be calculated on the basis of the total price agreed in the Contract or, if the total price were to be excessive, on the basis of the market value of the service that has been supplied, calculated by comparing prices for equivalent services supplied by other traders. You will bear no cost for supply of that service, in full or in part, in this cancellation period if that service is not supplied in response to such a request.

### Conformity

39. We have a legal duty to supply the Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation.
40. We will supply the Services with reasonable skill and care.
41. We will provide the following after-sales service: We will offer support to all customers with regards to using K9 Nation Business Platform.
42. In relation to the Services, anything we say or write to you, or anything someone else says or writes to you on our behalf, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).

### Duration, termination, and suspension

43. The Contract continues as long as it takes us to perform the Services.
44. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
  - i) Commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice: or
  - ii) Is subject to any step towards its bankruptcy or liquidation.
45. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

### Successors and our sub-contractors

46. Either party can transfer the benefit of this Contract to someone else and will remain liable to the other for its obligations under the Contract. The Supplier will be liable for the acts of any sub-contractors who it chooses to help perform its duties.

### Circumstances beyond the control of either party

47. In the event of any failure by a party because of something beyond its reasonable control:
  - i) The party will advise the other party as soon as reasonably practicable; and
  - ii) The party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to the right to cancel below.

### Privacy

48. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
49. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy (<https://k9nation.dog/privacy-policy>) and cookies policy (<https://k9nation.dog/cookie-policy>).
50. For the purposes of these Terms and Conditions:
  - i) 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
  - ii) 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
  - iii) 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
51. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
52. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
  - i) Before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected.
  - ii) We will only Process Personal Data for the purposes identified.
  - iii) We will respect your rights in relation to your Personal Data; and
  - iv) We will implement technical and organisational measures to ensure your Personal Data is secure.
53. For any enquiries or complaints regarding data privacy, you can e-mail: [scottb@k9nation.dog](mailto:scottb@k9nation.dog)

### Excluding liability

54. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (e.g. loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

### Governing law, jurisdiction and complaints

55. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
56. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
57. We try to avoid any dispute, so we deal with complaints as follows:
  - i) If you should have a complaint, you can contact us at [scottb@k9nation.dog](mailto:scottb@k9nation.dog). We will aim to respond with an appropriate solution within 5 business days.