

GENERAL TERMS AND CONDITIONS

1. About us

Pet-Net j.d.o.o. (hereinafter: Pet-Net) has designed and developed a platform through which you can use or provide services such as sitting, walking and/ or transporting pets (hereinafter: the Platform). You can access our platform through the website www.pet-net.care or through the Pet-Net mobile application. The platform is solely for the purpose of connecting pet owners (hereinafter: service seekers) with persons who would take care of their pet (hereinafter: service providers) and for a fee determined by the service providers themselves (hereinafter collectively: platform users).

2. General Terms, Privacy Policy and Cookies Policy

By registering on our platform, you become our user and you expressly and unequivocally agree to these General Terms, our Privacy Policy and the Cookies Policy which you may access through our website.

3. Creating a user account and profile

In order to create an account, you must truthfully fill in the required fields of the registration form, providing information: username and e-mail address.

You will receive the code with which you first log in to the platform to the email address provided. After logging in, you can choose a password of your choice that you will use in the future. The password is to be strictly confidential, personal and non-transferable.

Once registered, you can create your user profile as a service seeker and / or service provider. You need to enter your phone number on your profile, and you can briefly describe yourself and upload your photo.

Service users can upload a photo of their pet and briefly describe its features.

By creating a profile, you need to allow the app to use a location, which will allow you to track your movements while providing the service. Providers may at any time switch off the location usage option, in which case they will not be monitored and will not be able to perform the services.

Along with the information you are required to enter or have voluntarily entered on your profile, you can see an average rating by which previous users have rated the services you have provided them, or if you are a service seeker you can see the rating by which service providers evaluated you working with them and your pet.

4. Use of services

4.1. Posting Offers/requests

The service seeker, through his profile, creates and publishes the offer/request of the service he is seeking, stating all relevant information and special notes, and in particular the time and place at which the service is to be performed.

4.2. Acceptance of the offer/request

The service provider selects the offer for which he is interested by clicking on the " Open requests " button. In the offer/request, the service provider specifies the fee under which he / she is ready to provide the service and may put special notes.

If the offer is not accepted within the time period indicated by the service seeker in its offer, the offer/request will automatically expire.

4.3. The confirmation of offer/request acceptance

The service seeker may only confirm / select one service provider from all who have offered their services.

At the time of confirmation, platform users become solely responsible for executing the contract between themselves.

4.4. Beginning and end of service

Service provision begins when the service provider selects the "service starts" option, and upon completion of the service, confirms that the service has been completed by pressing the "service completed" button.

4.5. Rating system

The rating and commenting option will be displayed on the platform screen 12 hours after the service was provided. Average ratings are posted on the platform user profile.

5. Payment for the service

Payment for the service is carried out in three stages.

The users of the platform, through Paypal, bank account or in cash, pay to Pet-Net the amount they determine for which they receive Pet.coins which are the means of payment on the platform.

The coins in the Pet-Net platform are called Pet.coins and are used solely for the use of this platform.

For the amount paid, the Pet-Net user registers a certain number of Pet.coins from which the commission is paid to Pet-Net for each job performed, which are automatically deducted when the service requester confirms the acceptance of their offers.

The service seeker pays the fee for the service provided directly to the service provider, and the creation of the service with the Pet.coins.

Each user of the Platform receives 10 Pet.coins as a welcoming gift.

6. Liability and Warranties

6.1. Personal responsibility of platform users

All users of the platform undertake and warrant:

- that they will treat the pets with special care;
- that all information they provide is accurate, true and complete and will be updated in a timely manner. Pet-Net cannot guarantee the identity of the user and therefore will not be responsible for its use by unregistered third parties;
- will comply with these General Terms and Conditions and any laws, regulations and obligations that apply to the use of the Platform. Pet-Net assumes no responsibility for any consequences, losses or damages that may result from the unlawful use of the Platform;
- they will not open more than one user account for their needs;
- that they will not attempt to circumvent the system of arrangements for the provision of services through the platform, in particular by attempting to send to another platform user their contact information in order to make an arrangement outside the platform;
- not contact another Platform user for a purpose that does not involve the provision of the Service;
- to keep confidential any information about other users of the platform that he has learned through the platform or directly from that platform user;

The provider further commits and warrants that he/she will:

- be able to perform the accepted services;
- fulfill his commitment strictly personally and not through a third party;
- ensure the unhindered movement of the pet, in accordance with his needs, in a way that does not endanger the health and safety of humans and other animals;
- under supervision allow the movement of pets on public surfaces, on a leash or with the use of other equipment that prevents their uncontrolled movement on public surfaces, and on which surfaces the movement is not prohibited by a special regulation;
- immediately remove faeces that contaminate the public area of the pet;
- provide the pet with a regular diet and access to sufficient quantities of drinking water;
- in the case of long-term care, provide the pet with accommodation in accordance with his needs;
- provide adequate safety for the pet in the case of transport.

The Service Provider further agrees and warrants that he/she will:

- inform the service provider of all characteristics and faults of the pet and other information necessary for the unhindered provision of the service;
- provide all necessary equipment for the unhindered movement of pets in public areas;
- depending on the duration of the service provided, provide sufficient food for the regular feeding of pets;
- Pay the agreed fee to the service provider.

6.2. Pet-Net's responsibility

Pet-Net acts only as an intermediary and assumes no responsibility for the quality and correctness of the service provided or for any damage that may occur to platform users, a pet, a third party or an animal by providing this service.

Pet-Net is not held responsible for the actual realization of the service provided, and in particular not for:

- posting incorrect information on the platform user profile;
- cancellation of service;
- inability to pay for the service provided;
- User platform conversations.

If you breach these obligations, you are responsible for the damage you cause.

6.3. Responsibility for your pet

From the moment of delivery until the return of the pet, the provider assumes all responsibility for the damage caused by the pet.

In addition to the service provider, the service seeker will also be liable for the damage if the damage was caused by a hidden defect or a characteristic of the pet that the service seeker did not call attention to.

The service seeker is liable for all damages if he has entrusted the pet to a provider who is incapable of caring for him.

The service provider shall be released from liability if it proves that the damage caused originates from some unforeseen cause independent of the pet, which could not be prevented, avoided or remedied, in which case the seeker would be liable for the damage.

The service provider shall also be released from liability if it proves that the damage was caused exclusively by the action of the injured party or a third party, which he could not foresee and whose consequences he could not avoid or remedy, in which case the service seeker would be responsible for the damage.

7. Account suspension and contract termination

You can terminate your contract with Pet-Net at any time, at no cost and without stating reasons, by selecting the 'delete account' option.

In the event that a platform user violates the terms of these General Terms, Pet-Net reserves the right to terminate the contract or suspend the user account for that user without its approval.

If the service provider confirms the service and fails to perform it, Pet-Net will send a warning to him. If the service provider fails to re-provide the service, Pet-Net reserves the right to block the account with that provider, in which case he will be prevented from further logging into the platform.

8. Intellectual property

Pet-Net is the owner or holder of the license of all intellectual property rights contained on the Platform as well as the contents that can be accessed through the Platform.

Pet-Net grants users a non-exclusive, personal and non-transferable right to use the platform and services, on a non-commercial basis and solely for the purpose for which the platform and services are intended.

9. Functioning of the platform

Pet-Net will try to keep the platform available 7 days a week, 24 hours a day. However, access to the Platform may be temporarily suspended, without notice, due to technical maintenance, data updates or restrictions on the operation of the Internet.

Pet-Net reserves the right to change or suspend, in whole or in part, access to the Platform and its functions, at its sole discretion, temporarily or permanently.

10. Dispute Resolution

Disputes arising out of the relationship between Pet-Net and the users of the Platform, including disputes regarding the interpretation, application or enforcement of these General Terms, will seek to be settled amicably. However, if Pet-Net and the platform user fail to resolve their disputes in the manner described above, disputes will be settled by the court in Zagreb.

11. Final Provisions

The relationship between Pet-Net and the Platform Users, as well as the provisions of these General Terms and Conditions, shall be construed in accordance with the law of the Republic of Croatia.

These General Terms and Conditions will be published on the Pet-Net website and mobile application in accordance with applicable regulations in the Republic of Croatia and will be accessible to all users of the platform and individuals who intend to become one. Pet-Net will publish and make available all amendments to these General Terms and Conditions, specifying the date of their entry into force.

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Pet-Net j.d.o.o.