

Terms and conditions

Terms and Conditions:

By continuing to place order via this website you agree to be bound by these terms and conditions of sale. All orders placed via this website must be done in good faith, and are considered a promise to buy. All information you supply during the ordering process must be true and correct.

Pricing Policy:

All transactions are processed in Australian Dollars (AUD).

Pharmacann Pty Ltd has the right to change or edit pricing at any time.

In the event that the product pricing is reduced, we will not honor the difference or issue any refunds or reimbursements.

All Prices quoted on the web page are current as of the date the product page was generated by our system. In case of a discrepancy between the product page price and the shopping cart price, the Shopping cart price at the time of order will take precedence, and will be the price applicable in the case that an order is placed. The prices listed on our shopping cart include all relevant taxes including G.S.T, but do not include shipping costs.

Shipping Costs are calculated and added as the customer proceeds through checkout, and are clearly visible before any customer information is required.

Shipping Costs are calculated based on the product size, weight, handling, and delivery postcode, suburb and method of delivery.

All Prices are subject to change without notice. Due to our discount policy we may not have sold at RRP.

In the event that a product is displayed in error or a pricing error has occurred, PharmaCann Pty Ltd will cancel the order and notify the customer. Errors and omissions are excluded.

Customer Service Policy:

PharmaCann Pty Ltd is committed to providing exceptional customer service and quality products. We endeavour to make sure that all products listed on our website are currently in stock and pricing is true and correct. Standard delivery timeframes are between 3-10 business days; in the event that an ordered item is not available or we are unable to fulfil your order we will notify you within 2 business days to arrange an agreeable alternative item, a backorder or a full refund.

Shipping And Delivery Policy

We deliver products Australia wide using Australia Post, Fastway etc. Shipping costs are influenced by the size and weight of the product and your location. Exact shipping costs are calculated in the shopping cart and will be added to the order total before checkout.

Our shipping policy enables PharmaCann Pty Ltd to get your order to you as quickly as possible.

We fill and dispatch orders everyday. We send products using Standard Post or E-parcel depending on size and weight. Shipping times are estimated at between 3 - 7 business days depending on your location within Australia. For express post and same day despatch, purchases must be completed and paid for prior to 11:00am Tue

- Fri. It may take up to 14 days for regular mail.

We may use other shipping methods at our discretion if a better method is available. Our freight charges are minimal as our aim is only to cover the cost of shipping your goods to you.

Shipping Destinations:

PharmaCann Pty Ltd ships goods Australia wide. However at this time we do NOT accept international orders through our website, please contact us on hello@hempanco.com.au to enquire about a special order.

Product Disclaimer

PharmaCann Pty Ltd is set up to service consumers and reserves the right not to supply stock if commercial quantities are purchased and to suspend/close accounts that we believe are used for commercial purposes.

Please note: It is possible that any animal may experience an adverse reaction to a particular product. PharmaCann Pty Ltd recommends that you consult a veterinary surgeon before using products purchased from us.

Note: not all products have had their claims tested or are registered in all countries, the claims or product registrations relate to the country of origin only. These products are Australian, they are sold within Australia and are subject to Australian law. Some packaging and labelling may differ from that in other countries.

PharmaCann Pty Ltd recommends you check with local authorities if you are unsure about any product.

Privacy Policy

PharmaCann Pty Ltd is dedicated to keeping your details private. Any information we collect in relation to you is kept strictly secured. We do not pass on, sell or swap any of your personal details with anyone. We use this information to identify your orders, provide you with our monthly newsletter and reminder and to personalise your shopping experience with us.

PharmaCann Pty Ltd uses cookies to allow you to login to your account, maintain a shopping cart and to purchase items in your shopping cart. Cookies sent to your computer from budget pet products only last while you are browsing your website. We do not store persistent cookies on your computer. Cookies also allow us to give you a more personalised shopping experience by displaying products that interest you throughout our product pages, thus providing with more friendly, interesting and enjoyable shopping experience.

Whenever you use our website, or any other website, the computer on which the web pages are stored (the web server) needs to know the network address of your computer so that it can send the requested web pages to your internet browser. The unique network address of your computer is called its "IP address," and is sent automatically each time you access any Internet site. From a computer's IP address, it is possible to determine the general geographic location of that computer but otherwise it is anonymous.

We do not keep a record of the IP addresses from which users access our site except where you have specifically provided us with information about yourself, in which case we also record your IP address for security purposes. An example of this would be when proceeding to a checkout to finalise an order you may wish to make. After

completing the form provided, your IP address will be stored along with a transaction number that allows us to track your order.

Security Policy

When purchasing from PharmaCann Pty Ltd your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is the current industry standard. If you have any questions regarding our security policy, please contact our customer support centre info@pharmacann.com.au

Wherever appropriate, PharmaCann Pty Ltd may require confirmation of identity prior to fulfilling your order. The purpose for validating your identity is to provide our customers with a secure, smooth and efficient shopping experience and to avoid participating in any form of identity theft or fraud. After your identity has been validated, any information you provided will be securely destroyed and is not stored in any way. Should you choose not to confirm your identity, a full refund will be provided.

If you have been asked to confirm your identity, PharmaCann Pty Ltd will accept any of the following forms of identification:

- Payment by bank deposit
- Receive a refund of a few cents into the account the order was originally paid in and confirm amount visible along with your delivery address and authority to leave details
- Process a small charge of a few cents to the account the order was originally paid with and confirm charge amount visible along with your delivery address and authority to leave details. Charge will be refunded immediately once confirmed.

Promotion Rules

One entry per promotion per household and open to Australian residents. Entries will be withdrawn at any time at our discretion.

Auto Delivery Terms and Conditions

By signing up for PharmaCann Pty Ltd Auto Delivery, you agree to accept these terms and conditions ("Terms") for our Auto Delivery subscription ordering program.

The Terms constitute the entire agreement between you and PharmaCann Pty Ltd relating to our Auto Delivery Program. Please note that your use of the PharmaCann Pty Ltd website is also governed by our Terms of Use and Privacy Policy as well as all other applicable terms, conditions, limitations and requirements on the PharmaCann Pty Ltd website, all of which (as changed over time) are incorporated into these Terms. By placing an order and enrolling in our Auto Delivery program, you accept these terms, conditions, limitations and requirements. Please read these Terms carefully.

- **Auto Delivery Offers** When you make a purchase using Auto Delivery, only selected products will be eligible for special Auto Delivery Discounts. Hemp and Co reserves the right to change Auto Delivery benefits at any time at its sole discretion, including discount amounts and eligibility used to determine discount amounts. All changes will apply to future orders, including for current subscriptions.

- **Eligible Purchases** Auto Delivery offers are limited to products displaying the "Auto Delivery" symbol, and then only if you sign up for the Auto Delivery method. Eligible products are only available for shipping within Australia. You may not assign or transfer your Subscription or any of the benefits to any third party without our authorisation. All returns under Auto Delivery are subject to the Hemp and Co Return Policy.
- **Changing/Modifying Auto Delivery Subscriptions** Changing the contents, frequency or quantity of products in an Auto Delivery Order must be done 2 working days prior to the nominated "Estimated Dispatch Date" as shown under My Account. Changes made after this time will apply to the next Auto Delivery cycle.
- **Duplicate Auto Delivery Subscriptions** Wherever possible, we will attempt to eliminate duplicate Auto Delivery orders as a result of customers mistakenly creating an identical Auto Delivery subscription instead of modifying an existing one. In such instances, we will treat this as an error and use the details of the most recent Auto Delivery subscription to dispatch said product(s). To do this, the contents of the new Auto Delivery must be identical to the previously created subscription. **Examples:**
 1. Jill subscribed for x1 bag of 12kg food every 6 weeks. Instead of editing her existing subscription, Jill later subscribed again for the identical bag of 12kg food but at a frequency of every 12 weeks and also increased the quantity to x2 bags. Jill will NOT receive duplicate orders – she will receive x2 of bags food every 12 weeks. The original Auto Delivery order for 6 week frequency will be cancelled.
 2. Jack subscribed for x1 bag of 12kg food every 6 weeks. Jack later subscribed for the identical bag of 12kg food and for x24 cans of food every 6 weeks. As the total contents of the new Auto Delivery order are NOT identical to the original Auto Delivery order, it will not be treated as a duplicate and Jack WILL receive two Auto Delivery orders every 6 weeks.
- **Out Of Stock** Some Auto Delivery offers and details may change over time; for example if a product is temporarily out of stock, undergoing a formula change or discontinued completely. If a product is temporarily out of stock at the time an Auto Delivery order is placed, you authorise us to fulfil your order with the closest available alternative. Where no alternative is available; the out of stock product will be put on backorder for 7 days from the time the Auto Delivery was scheduled to be dispatched. If the product does not become available within the 7 day period, the Auto Delivery for this item will automatically 'skip' to the next cycle. When the contents of an Auto Delivery order are mixed between; available and temporarily unavailable products that cannot be substituted – unavailable product(s) will be put on hold (as stated above) and the remaining product(s) will be dispatched without delay. The Auto Delivery order will revert to the regularly subscribed contents for the next Auto Delivery cycle, unless products are permanently unavailable.
- **Product Discontinuation** If a product is no longer be available for Auto Delivery due to permanent discontinuation, you will receive a notification to edit your subscription and select an alternative product. If no alternative is selected, the Auto Delivery subscription for that product will be cancelled.
- **Cancelling Auto Delivery** Your Auto Delivery subscription will remain in effect until it is cancelled. You can cancel at any time by logging in to "My Account"

at HempandCo.com.au. Cancelling Auto Delivery orders must be done 2 working days prior to the "Estimated Dispatch Date", cancellations made after this time will apply to the next Auto Delivery cycle. We may, at our sole discretion, terminate your subscription at any time without notice. If we do so, you will only be charged for orders that have been dispatched.

- **Payment Methods** The charge for each Auto Delivery item order will be billed to the payment method used to create your subscription or as otherwise directed by you. If we are unable to process payment for your Auto Delivery Order, your Auto Delivery subscription may be permanently cancelled.
- **Pricing** The price of an eligible Auto Delivery product will be the current website price of that item at the time each individual Auto Delivery order is processed, NOT the website price at the time the Auto Delivery subscription is setup. The total cost charged to your payment method for each Auto Delivery order will be the website price of that item, less any additional sale offers or discounts, plus any applicable shipping charges. Hemp and Co reserves the right to change or alter prices and offers at any time. Any credit balances on your Hemp and Co customer account may be applied toward the balance of your order before charging any remaining balance to your payment method. Hemp and Co reserves the right to refuse/cancel Auto Delivery subscriptions for products listed at an incorrect price and to cancel any such orders whether the order has been confirmed or a payment method has been charged. Where a payment method has been charged, Hemp and Co will provide a refund.
- **Shipping** Shipping and dispatch of Auto Delivery is subject to our shipping policy. In the event an Auto Delivery order is scheduled for dispatch on a weekend or public holiday, the order will be dispatched on the next available business day.
- **Agreement Changes** At its discretion, Hemp and Co reserves the right to change or remove the savings on Auto Delivery orders at any time and to cancel a subscriber's Auto Delivery at any time. We may, in our sole discretion, change these Terms, (including all applicable terms, conditions, limitations and requirements on the Hemp and Co website), without notice to you. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. Your continued participation after we change these terms constitutes your acceptance of the changes. If you do not agree to any changes, you must cancel your subscriptions.

PetLink Terms and Conditions

By signing up for Hemp and Co PetLink, you agree to accept these terms and conditions ("Terms") for our PetLink ordering system.

The Terms constitute the entire agreement between you and Hemp and Co relating to our PetLink ordering system. Please note that your use of the Hemp and Co website is also governed by our Terms of Use and Privacy Policy as well as all other applicable terms, conditions, limitations and requirements on the Hemp and Co website, all of which (as changed over time) are incorporated into these Terms. By placing an order and enrolling in our PetLink ordering system, you accept these terms, conditions, limitations and requirements. Please read these Terms carefully.

- **PetLink Never Pay More Policy** If you purchase a product using PetLink and find a lower price at another pet specialty store, let us know within seven days from the date of the transaction to be eligible for a refund equivalent to the difference. The following terms and conditions apply:

1. The competitor's product must match the product purchased from Hemp and Co exactly. The competitor's product must be authentic, made by the same manufacturer, shipped from the same country of origin, new (not close to, or past its used by date), the same size, quantity, colour and brand.
2. This does not extend to gifts with purchases or membership discounts.
3. The competitor must only deal in Australian currency
4. Price must be publicly advertised.
5. The policy applies to the competitor's final price including GST, taxes, fees, delivery and other fees or charges.
6. The competitor's product must be in stock at the time of the price compare.
7. Approved price matches do not automatically apply to future transactions.
8. Hemp and Co expressly reserve the right to refrain from price matching where this would result in a sale below cost price. All price matches are at our sole discretion.
9. Not available to resellers or retailers.
10. Hemp and Co reserves the right to limit the quantity of products available for price-matching at its discretion.

- **PetLink Offers** When you make a purchase using PetLink, only selected products will be eligible for special PetLink discounts. Hemp and Co reserves the right to change PetLink benefits at any time at its sole discretion, including discount amounts and eligibility used to determine discount amounts. All changes will apply to future orders.

- **Eligible Purchases** PetLink offers are limited to products compatible with the PetLink device, and then only if you order through your PetLink. Eligible products are only available for shipping within Australia. You may not assign or transfer your PetLink or any of the benefits to any third party without our authorisation. All returns under PetLink are subject to the Hemp and Co Return Policy.

- **Duplicate PetKlix Orders** Wherever possible, we will attempt to eliminate duplicate PetLink orders as a result of customers mistakenly clicking the device multiple times. In such instances, orders will not be created until the initial order is completed and dispatched.

- **Out Of Stock** Some PetLink offers and details may change over time; for example, if a product is temporarily out of stock, undergoing a formula change, product update or discontinued completely. If a product is temporarily out of stock at the time a PetLink order is placed, the order will not be processed. When the contents of a PetLink order are mixed between; available and temporarily unavailable products – the order will not be processed.

- **Product Discontinuation** If a product is no longer available to order due to permanent discontinuation, you will receive a notification to edit your linked products and select an alternative product. If no alternative is selected, the product will be removed.

- **Payment Methods** The charge for each PetLink order will be billed to the payment method used to create your account or as otherwise directed by you. If we are unable to process payment for your PetLink order, your order may be cancelled.
- **Pricing** The price of an eligible PetLink product will be the current website price of that item at the time each individual PetLink order is processed, NOT the website price at the time the PetLink account is setup. The total cost charged to your payment method for each PetLink order will be the website price of that item, less any additional sale offers or discounts, plus any applicable shipping charges. Hemp and Co reserves the right to change or alter prices and offers at any time. Any credit balances on your Hemp and Co customer account may be applied toward the balance of your order before charging any remaining balance to your payment method. PharmaCann Pty Ltd reserves the right to refuse/cancel PetLink orders for products listed at an incorrect price and to cancel any such orders whether the order has been confirmed or a payment method has been charged. Where a payment method has been charged, Hemp and Co will provide a refund.
- **Shipping** Shipping and dispatch of PetLink orders are subject to our shipping policy. In the event a PetLink order is placed on a weekend or public holiday, the order will be dispatched on the next available business day.
- **Agreement Changes** At its discretion, PharmaCann Pty Ltd reserves the right to change or remove the savings on any orders at any time and to cancel a subscriber's PetLink at any time. We may, in our sole discretion, change these Terms, (including all applicable terms, conditions, limitations and requirements on the PharmaCann Pty Ltd website), without notice to you. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. Your continued participation after we change these terms constitutes your acceptance of the changes. If you do not agree to any changes, you must cancel use and subscriptions.