



Terms of Service

Janaya Karloci Naturopath Pty Ltd Naturopathic pet (canine, feline & equine) product formulation service

Introduction

Thank you for your interest in my naturopathic pet (canine, feline & equine) product formulation service. This service is available to commercial businesses wanting to create holistic internal and topical pet products that can be sold to the retail market.

Using my naturopathic pet product formulation service is subject to the following Terms of Service. Please read them carefully and contact me via email: wellness@janayakarlocinaturopath.com.au should you have any questions at all.

First, let me introduce myself: I am Janaya, Sole Naturopath and Director at Janaya Karloci Naturopath. I am a degree-qualified Naturopathic practitioner with a passion for helping others, mental wellness, OCD awareness and nature itself. I studied for my degree part-time at Endeavour College of Natural Health, initially while working within the Financial Services industry in Sydney, and then as a mother. I finished my degree with distinction in December 2021. In 2023, I also completed a Natural Health Care for Animals certificate. You are welcome to learn more about me on my [website](#).

Here are some further details that may help you feel more comfortable working with me.

- I provide my services through my company, Janaya Karloci Naturopath Pty Ltd ABN 70 672 198 042
- I am a qualified Australian Naturopath (Bachelor of Health Science [Naturopathy]), with distinction
- I am a member of the Australian Natural Therapists Association (ANTA) - #11774

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- I work from my home address, so I do not wish to disclose that for obvious reasons; however, I am happy to confirm I am based in Bexley, NSW.

Content & Delivery

All my naturopathic pet product formulation services are provided remotely from my home office in Bexley, NSW. Each client is different, and the terms of our specific working relationship, i.e. what is required from me, what is required from you, hours of availability, timelines, charges for services, etc., will be agreed upon before we each sign a Service Contract (the "Service Contract"), which you will be responsible for providing at your expense.

The Naturopathic Pet Product Formulation Process

- You contact me by email at wellness@janayakarlocinatuopath.com.au and we will arrange a mutually convenient time between Monday and Wednesday, 9:30 am to 2:30 pm, to discuss working together.
- During this discussion, we will agree on our specific working relationship, including what is required from me, what is required from you, hours of availability, timelines, charges for services, a brief of the product/s you would like to create, and any other relevant details.
 - o I have outlined the headings under which I generally present my formulations below. Please come to this meeting ready to suggest any additions or deletions of sections you will require.
 - Product Specific
 - Description
 - Indications
 - Formula
 - Suggested patient instructions
 - Potential Drug interactions
 - Safety / Cautions/ Contraindications
 - Additional Information also recommended to be passed on to the Pet Owners at the time of purchase.
 - Evidence for each ingredient
 - Parts used (herbal specific)
 - Major Constituents (herbal specific)
 - Therapeutic Actions
 - Potential Veterinary Indications
 - Potential Drug Interactions
 - Safety/Cautions/Contraindications
 - Published Dosages
 - A list of all references used throughout

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- You will prepare and email the Service Contract to me, outlining our agreement and the scope of the services to be provided, along with any other information about your business you would like me to take into account when formulating the products. I will not begin work on your project until the Service Contract has been provided and signed by both parties.
- I will perform the services and email product documentation and my invoices to you in accordance with any timelines in the Service Contract.
- Should your business not approve the product I formulate for production and sale and therefore not pay me, your business agrees that it will not publicly offer for sale this/these formulation for which the fees for service have not been paid to me, and you agree that this remains my intellectual property.

Payment Terms

- All prices for my naturopathic pet product formulation services are to be mutually agreed upon and set out in the Service Contract prepared by you.
- Payment is required within 21 days of my invoice date. Any further questions about or changes to the product formula must be initiated within these 21 days unless you specifically request an extension.

All payments are to be made by direct deposit or EFT (electronic funds transfer) to my bank account: -

- Janaya Karloci Naturopath Pty Ltd
- BSB: 062-184
- ACC: 1206 3421

Please use your business name and invoice number as the reference when making a deposit.

Late Payment Consequences

I will send you a reminder if I have not received payment after 21 days. I will continue to send weekly reminders after that until payment is received. After the first reminder, an administrative fee of \$27.50 (inc. GST) will be added to the total amount due for every reminder sent. This is because having to nag you for my payment is not pleasant. If there is a problem with payment, please get in touch with me as soon as possible to make alternative arrangements and avoid incurring this administrative fee.

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If an invoice is more than 60 days overdue, you agree to pay all costs, including debt collection agency fees and solicitor's costs, that I may incur in taking steps to recover any money that you owe to me, regardless of whether legal proceedings are issued in relation to the debt.

Refund Policy

I take my obligations under Australian Consumer Law seriously and will do my best to address any issues that arise. However, even if there is a major problem, my liability is strictly limited to:

- providing the services again; or
- if I am unable to do so within a reasonable time, refunding the full amount that you have paid to me.

If you feel that there is any problem with my services, please let me know within 48-hours of the problem occurring. I am keen to understand what has gone wrong if you are unhappy so that I can address your concerns and try to find a mutually acceptable solution.

Disclaimer

I believe it is my responsibility to

- share researched information and create naturopathic pet product formulations in a safe and ethical manner;
- deliver what I have promised with integrity;
- practice within the scope of my qualifications;
- undertake ongoing professional development; and
- make all reasonable efforts to meet a high standard of best practice.

I provide researched information about herbal, nutritional, flower essences and aroma therapy ingredients (hereinafter referred to as "my naturopathic pet ingredients") and come up with a suggested formula based on my research, clinical experience and my understanding of how these ingredients interact together within certain organisms to produce a desired effect to support overall health and wellness.

My aim is to share knowledge, foster understanding, and support your commercial business in seeking natural solutions for the overall health and wellbeing of the animals they are intended for.

I conduct extensive research to provide information that I believe is valuable and true. However, I have no responsibility for the use that you or your customers make of that information.

Information contained within my emails, product formulation documents and any content related to my naturopathic pet product formulation service is not intended to replace professional veterinarian advice, diagnosis, or treatment. Your end users must seek guidance from qualified animal healthcare professionals who can provide personalised recommendations based on the specific health conditions, medications, and overall wellbeing of their pets.

It is important that your end users understand that generalised information about animal health and wellness is never a substitute for professional health guidance tailored to their specific circumstances.

Downloads

I will pass my product information over as a download via email. While I take cybersecurity seriously and make every reasonable effort to ensure these downloads are safe and hassle-free, I am not responsible for any viruses or other damage that might occur as a result of you downloading material from me. Please make safety your priority and ensure you have adequate internet security to protect yourself against malicious interference from cyber criminals.

External Links

I often provide links to external sites in my product documents, predominantly for the purpose of referencing. I have no control over the information provided on these sites, and the links are solely for your information. I do not endorse any products they offer for sale and have no relationship with them unless otherwise clearly notified.

Important to understand

I am a qualified Australian (human) Naturopath with a certificate in Natural Health Care for Animals. It's important to clarify that while I am deeply committed to supporting animal health and wellbeing through naturopathic products, I am not a veterinarian, nor do I have experience in working with animals. My work does not treat or diagnose any disease or illness. My expertise lies in naturopathy, which encompasses holistic approaches to health and wellness. My services are not a substitute for appropriately qualified medical or veterinary advice.

Naturopathic care is complementary to conventional veterinarian treatments, and end users are encouraged to continue consulting with their veterinarian

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for all their primary care needs, including sharing the fact they are using naturopathic products with their veterinarian.

Your Responsibilities

You are responsible for your own liability when it comes to using my naturopathic pet product formulation service for production and distribution.

As part of my naturopathic pet product formulation service, I provide researched information, including suggestions on how end users should use these products, i.e., description, indications, formulation, suggested patient instructions including dosage, potential drug interactions, safety/cautions/contraindications and additional information recommended to be passed on to the pet owners at the time of purchase. It is important that this information is passed onto the end user so they can make informed decisions about health and wellbeing of their pets.

It is crucial to recognise that the naturopathic pet ingredients I use in my formulations may not be suitable for every pet despite the species they are intended; they may carry potential risks, react differently in different individuals, and could be contraindicated in certain health conditions including but not limited to animals used for breeding, that are pregnant or that have any serious health condition. My formulations may also potentially interact with prescribed medications or other complementary medicines.

It is imperative that end users consult with qualified animal healthcare professionals about the health and wellbeing of their pets, and it is strongly recommended that they get clearance from their own qualified animal healthcare professionals before implementing any significant changes to their pet's diet or lifestyle, including utilising naturopathic pet products/ingredients. If they do choose to implement changes without guidance from a qualified healthcare professional and experience any adverse effects, they should be made to understand that they need to stop the intervention immediately and seek emergency care if required, in addition to contacting your business (where you agree to further inform me) to share their experience). Furthermore, you, as the manufacturer and/or distributor of these products, agree to indemnify and hold harmless Janaya Karloci Naturopath Pty Ltd, its affiliates, and representatives from any claims, damages, or liabilities arising from your misuse of the information provided. This includes but is not limited to, any actions taken based on my naturopathic pet product formulations.

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By using my service and my information, you affirm your understanding and acceptance of these consumer responsibilities and the overall terms and conditions outlined in this document.

Indemnity

While I make all reasonable efforts to ensure that information I provide in connection with my services meets with the highest standards of best practice, if something does go wrong that is not a direct result of my negligence, misrepresentation or deliberate fault, you agree that, to the fullest extent permitted by law, I will not be liable for any loss or damage, irrespective of whether such loss or damage was foreseeable, and regardless of the nature of the claim.

Your business takes full responsibility for the ingredient quality and supply, manufacturing, packing, distribution, and marketing of the naturopathic pet products I formulate for you. You understand that my advice is limited to the formulation and that you are solely responsible for all other aspects. You agree to indemnify me against all consequences arising from anything other than my errors or negligence in providing the formulation. You are solely responsible for any consequences that may arise if you choose to change my formulation in any way, such as by altering the recommended herbs, nutrients or dosages or omitting recommended information from the Product Information Sheet, such as suggested patient instructions, potential drug interactions, safety/cautions/contraindications and/or additional information recommended to be passed on to the pet owners at the time of purchase.

You expressly agree that if this indemnity is unenforceable for any reason, my total cumulative liability for all causes of action of any kind (other than negligence or deliberate wrongdoing) shall not exceed the amount that you have paid to me.

Intellectual Property

Content relating to my naturopathic pet product formulations that I provide to your business is protected by copyright laws and treaties around the world, with all rights reserved. This means that you must not use, copy or make my work public without my permission.

Appropriate permission to use information from my formulated products in your marketing and product documentation should be covered in the Service Contract that you provide for me to sign.

Commercial exploitation of my content in any way that competes with my business is strictly prohibited.

Confidentiality

I manage and protect all personal information in accordance with my [Privacy Policy](#) which describes how I collect and manage your personal and sensitive information when you interact with my business. I take this responsibility very seriously. Please ensure you review my [Privacy Policy](#) for full information, and if you have any questions or concerns about how your personal or sensitive information is being handled, please do not hesitate to contact me.

Dispute Resolution & Jurisdiction

If a dispute arises, you agree that you will not engage in any public discussion about the issues, will behave politely towards me, and will avoid any conduct or communication that might reasonably be expected to interfere with my business or personal interests. You agree to act in good faith and be reasonably cooperative at all stages of the dispute-resolution process. I will treat you with the same consideration.

NEGOTIATION

If you have any concerns, issues, or complaints arising out of my services or product formulations, you agree to communicate with me with the intention of making a genuine effort to seek a win/win solution and trying to resolve the dispute in good faith through negotiation and discussion. Please email me at wellness@janayakarlocinatuopath.com.au and expect a response within 2 business days.

MEDIATION

If the dispute cannot be resolved by negotiation and discussion within 14 days, you agree to proceed to mediation with the assistance of an independent accredited mediator, seeking mediation online or by telephone if anyone would need to travel for more than an hour to attend the mediation.

The mediator is to be appointed by agreement or failing agreement within 14 days of the negotiation period ending, I will provide you with contact details for at least 2 appropriately qualified, neutral mediators (having first confirmed

their availability), and you must select one of them within 48 hours of receiving the nominations. All costs of mediation must be shared equally.

Legal action must not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

JURISDICTION

These Terms of Service are subject to the governing law of New South Wales. Regardless of the location of your business, you irrevocably agree that if the dispute resolution processes fail, the courts of New South Wales, and the Commonwealth of Australia, will have exclusive jurisdiction.

Acceptance of these Terms

By proceeding with this booking, or engaging me to provide this service, you agree that you have read and agree to be contractually bound by these Terms of Service. Please email me before completing your booking if you have any questions or concerns.

If there is any inconsistency between these Terms of Service and the Service Contract, these Terms of Service prevail to the extent of the inconsistency.

In this document, the words 'includes' or 'including', are used without limitation.

Thank you for reading & respecting my Terms of Service

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