
THE BETTA SHOP

User Agreement

Rules governing use of our platform

ABN **61 234 722 595**

Email **admin@thebettashop.com**

Website **thebettashop.com**

Effective **1 June 2026**

1. About these terms

These Terms and Conditions ("Terms") govern your access to and use of The Betta Shop platform at thebettashop.com, operated by The Betta Shop (ABN 61 234 722 595). The Betta Shop and Betta Bud are trading names operated under the same ABN. By creating an account or using our platform, you agree to these Terms in full. If you do not agree, you must not use our platform.

2. Eligibility

You must be at least 18 years of age to create an account or make purchases on our platform. By using our platform, you confirm that you meet this requirement.

3. Accounts

- You are responsible for maintaining the confidentiality of your account credentials
- You must provide accurate and current information when registering
- You are responsible for all activity that occurs under your account
- You must notify us immediately of any unauthorised use of your account
- We reserve the right to suspend or terminate accounts that violate these Terms

4. The platform

The Betta Shop operates as a marketplace connecting buyers and sellers of Betta fish. We are not the seller of any products listed on the platform. Contracts for sale are formed directly between buyers and sellers.

We do not guarantee the quality, legality, or accuracy of any listing. Buyers are encouraged to review seller profiles, ratings, and descriptions carefully before purchasing.

5. Purchases

- All prices are listed in Australian dollars (AUD) unless otherwise stated
- Currency conversion is displayed for reference only and may vary
- Payment is processed securely through Stripe
- An order is confirmed when payment is successfully received
- We reserve the right to cancel orders where fraud or policy violations are suspected

6. Live animal purchases

By placing an order for live fish, you acknowledge that:

- Live fish are subject to stress and mortality during transit
- You accept responsibility for the fish immediately upon delivery
- You must inspect your order within 24 hours of delivery and report any issues promptly

- Our Live Arrival Guarantee applies as described in our Refund & Returns Policy

7. Refunds and returns

Refunds and returns are governed by our Refund & Returns Policy and Australian Consumer Law. Our DOA (Dead on Arrival) policy requires claims to be submitted within 24 hours of delivery with photographic evidence of the fish in the unopened bag.

8. Prohibited conduct

Users must not:

- Use the platform for any unlawful purpose
- Attempt to circumvent platform fees by transacting off-platform
- Post false, misleading, or fraudulent listings or reviews
- Harass, abuse, or threaten other users
- Attempt to access accounts or data belonging to others
- Use automated tools to scrape, crawl, or extract data from the platform
- Engage in any conduct that disrupts or interferes with the platform

Users agree to engage with the platform and other users in good faith. We reserve the right to act against any conduct we consider deceptive, manipulative, or harmful to the platform community, even where not explicitly listed above.

9. Intellectual property

All content on The Betta Shop platform, including the website design, code, logo, and original text, is owned by The Betta Shop or its licensors. You may not reproduce, copy, or distribute our content without prior written permission.

By posting content (such as product listings or reviews) on our platform, you grant us a non-exclusive, royalty-free licence to use, display, and distribute that content in connection with operating the platform.

10. Limitation of liability

To the maximum extent permitted by law, The Betta Shop is not liable for:

- Any loss or damage arising from transactions between buyers and sellers
- The death, injury, or loss of any live animal during transit or after delivery
- Any indirect, incidental, or consequential loss
- Any loss resulting from reliance on information posted by sellers

Nothing in these Terms excludes any guarantee, warranty, or right that cannot be excluded under Australian Consumer Law.

11. Dispute resolution

If a dispute arises between a buyer and seller, we encourage both parties to attempt to resolve it directly in the first instance. Where that is not possible, contact us at admin@thebettashop.com and we will use reasonable efforts to assist in mediating a resolution. We reserve the right to make a final determination in disputes and to take action against either party where appropriate, including account suspension.

12. Governing law

These Terms are governed by the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of Victoria for any disputes arising under these Terms.

13. Changes to these terms

We may update these Terms from time to time. We will notify users of material changes by posting the updated Terms on our website. Continued use of the platform after changes are posted constitutes acceptance of the updated Terms.

14. Contact us

The Betta Shop

ABN: 61 234 722 595

Email: admin@thebettashop.com

Website: thebettashop.com