



Nationally Recognized Microchip Provider and Database. Since 1989.

## Terms of Use Agreement

Welcome to [www.buddyid.com](http://www.buddyid.com), the Pet Division of Microchip ID Systems (MIDS), a Revival Animal Health company. The following Terms of Use Agreement ("Member Agreement") govern your access to and use of our websites and the services made available to you by MIDS. Please review the entire Member Agreement carefully.

### 1. Acceptance of Terms – Agreeing to Terms of Use

The Member Agreement is an electronic contract that governs your use of the website and our Services. Checking the box regarding the **Terms of Use** and submitting full payment when you register your pet's microchip online, serves as your electronic signature and has the same legal force and effect as a handwritten signature. You agree to be legally bound by all of the terms, conditions and notices contained or referenced herein.

You also consent to have the Member Agreement provided to you in electronic form and agree to receive information about your account electronically and/or by mail, phone or text message. You also agree that the information you have provided is true and accurate. You also acknowledge that the services (below) offered by BuddyID.com will go into effect only after full payment has been made by you.

### 2. Services - Made Available to You

- a. BuddyID.com will collect and store the information requested on the Registration Form and maintain that information for the benefit of you and your pet.
- b. You will have online access to all of your information via your Private Dashboard. You can also call and speak to an expert in our Pet Division at 800.434.2843.
- c. Registration also includes free Pet SearchALERT, PetText and ChipChecker services for as long as you own the pet.
- d. Your submitted information will be checked for accuracy to the best of our ability. You may update that information and change it as often as needed for as long as you own the pet.
- e. Your registered pet and supplied contact information are maintained and available in all MIDS databases for safe keeping and recovery. This service stays in place for as long as you own your pet.
- f. BuddyID™ and MIDS are members of the American Animal Hospital Association's search engine for lost and found pets - The Pet Microchip Lookup Tool ([aaha.org/PetMicrochipLookup](http://aaha.org/PetMicrochipLookup)). The system is nationwide and enables shelters and veterinarians to reach us quickly if they have found your pet.
- g. Your pet's microchip will be entered into our database and into the national system as soon as it is completed. The BuddyID™ Registry activation fee is a one time fee covering your pet's microchip registration for as long as you own the pet. All brands of microchips are accepted. There are no annual fees and no renewal fees.
- h. Other Member services are also included and will change from time to time.

**NOTE:** If a pet owner or pet guardian has attempted to register a pet's microchip number **and has not completed the application by submitting full payment or paying in advance**, it shall indicate to BuddyID™ and to MIDS that the registrant did not or could not comply with the terms of the agreement. In this instance, BuddyID™ and/or MIDS cannot and will not assume responsibility for said pet, as this may place the pet in jeopardy. Only if the registration is completed and the owner agrees to these Terms and pays for the registration will MIDS assume the responsibility of providing information for the well-being of the pet.

### 3. Obligations

**Member Obligations:** You are required to comply with all applicable laws in connection with your access to and use of the website and services, and such further limitations as may be set forth in any written or on screen notice from BuddyID™ or MIDS. As a condition of your access to and use of the website and services, you warrant that you will not use the Site or Services for any purpose that is unlawful or prohibited by the Member Agreement. Use of the Site is for your personal and non-commercial use, and

MIDS does not grant any express or implied rights to use the Site for any other purposes.

**BuddyID™ and MIDS Obligations:** BuddyID™ and MIDS shall process your Registration as quickly as possible as described under Services (above). Every effort will be made to provide a rapid recovery if your pet is missing or lost. Additionally, we will provide a free **Pet SearchALERT** and flag your pet's chip number in the event your pet is missing. Your registered pet will also appear in the Pet Microchip Lookup Tool ([aaha.org/petmicrochiplookup](http://aaha.org/petmicrochiplookup)) online.

**Payment and Terms:** If you want to receive the services described in Section 2, you are required to agree to Terms according to Section 1 and to pay for the registration service. Payment may also occur via a Pre-Paid registration, typically paid for in advance.

#### 4. Data Privacy

You authorize BuddyID™ and/or MIDS to collect, use and share your personal information in accordance with the Microchip ID Systems, Inc. Privacy Policy: MIDS does not sell, submit, use or trade your email or contact information for any reason other than to facilitate your pet's return to you if he/she is lost or stolen. No payment information or credit card information is shared or released. If you order a collar tag, we do supply your shipping information to the tag manufacturer.

#### 5. Billing Terms

When you Register your pet, you authorize MIDS to charge your credit card for the disclosed and advertised activation fee. Personal Checks or Money Orders when accompanied by the activation form printed from our site are also accepted.

#### 6. Other Charges

The one-time fee charged by MIDS for the registration and activation of a pet microchip covers the submittal of your contact and pet information into the above named registries and databases for as long as you own your pet. ***There are no additional charges.***

#### 7. Disclaimer of Warranties

WHILE MIDS TAKES CONSCIENTIOUS STEPS TO ENSURE THAT THE INFORMATION ON THE SITE IS CORRECT, MIDS DOES NOT WARRANT THE ACCURACY AND COMPLETENESS OF THE MATERIAL ON THE SITE. MIDS MAY MAKE CHANGES TO THE MATERIAL ON THE SITE, OR TO THE PRODUCTS AND PRICES DESCRIBED IN IT, AT ANY TIME WITHOUT NOTICE. THE MATERIAL ON THE SITE MAY BE OUT OF DATE, AND MIDS MAKES NO COMMITMENT TO UPDATE SUCH MATERIAL. THE SERVICES AND THE SITE ARE PROVIDED "AS IS." MIDS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER RELATING TO THE SERVICES, THE SITE, LINKED SITES, OR OTHER CONTENT THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITE. MIDS DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MIDS DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (a) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (b) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (c) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SITE, (d) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA MADE AVAILABLE ON THE SITE OR OTHERWISE BY MIDS, AND (e) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY MIDS OR ANY THIRD PARTY.

FURTHER, THERE IS NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. MIDS MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, (a) THAT THE INFORMATION PROVIDED THROUGH THE SITE WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; (b) THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME

OR LOCATION; (c) THAT DEFECTS OR ERRORS IN THE SITE WILL BE CORRECTED; OR (d) THAT THE CONTENT ON THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. MIDS MAKES NO WARRANTIES OR REPRESENTATIONS RELATING TO THIRD-PARTY CONTENT OR CONTENT ON LINKED SITES, IF ANY. ANY AND ALL PRICING, DELIVERY, OR INFORMATION IS SUBJECT TO FINAL CONFIRMATION BY MIDS. YOUR RELIANCE ON SUCH INFORMATION PROVIDED SOLELY THROUGH THE SITE IS AT YOUR OWN DISCRETION.

#### **8. Limitation of Liabilities**

IN NO EVENT WILL MIDS OR ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE AND SERVICES BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE SITE, SERVICES, OR ANY LINKED SITES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ANOTHER USER RELATED TO OR ARISING FROM, OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, YOU RELEASE MIDS FROM ANY CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH A DISPUTE. *These limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if MIDS has been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, MIDS liability in such jurisdictions shall be limited to the extent permitted by law.*

#### **9. Indemnification**

**YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MIDS AND THIRD PARTIES WHO CONTRIBUTE TO THE SITE AND SERVICES FROM ANY LOSS, DAMAGE, OR COST (INCLUDING ATTORNEYS' FEES) RESULTING FROM YOUR VIOLATION OF THE MEMBER AGREEMENT OR ANY ACTIVITY RELATED TO YOUR APPLICATION.**

#### **10. Choice of Law and Forum**

The Member Agreement is subject to the laws of the State of Louisiana.

#### **11. Termination**

MIDS reserves the right, in its sole discretion, to terminate your access to and use of the Site and Services, with or without notice.

#### **12. No Waiver**

The failure of MIDS to enforce any provisions of the Member Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of the Member Agreement or to act with respect to similar breaches. You agree that no joint venture, partnership, employment, or agency relationship exists between you and MIDS as a result of the Member Agreement or your access to and use of the Site and Services. A printed version of the Member Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Member Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Unless otherwise specified herein, the Member Agreement constitutes the entire agreement between you and MIDS and governs your use of the Site and Services. If any portion of the Member Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.