

<https://microchipregistry.foundanimals.org/termsconditions.php?iframe=true&width=800&height=450>

(Additional bold and underline has been added.)



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Acceptance of Terms of Use

Your use of The Found Animals Foundation, Inc.'s Microchip Registry ("Registry") [Website](#) (microchipregistry.foundanimals.org) (the "website") **is contingent upon acceptance of and compliance with the following Terms of Use.** By using this Registry you acknowledge that you agree to these terms. **If you do not agree to these Terms of Use, please do not access or use the Registry.**

Use of this Registry

Your use of this Registry constitutes an agreement between you and Found Animals Foundation, Inc. ("Found Animals"), which consists of the terms and conditions set forth herein. This Registry is offered for the purpose of reunifying lost pets with their owners by means of pet identification, specifically registering pet microchips. Found Animals reserves the right to transfer ownership of an animal to another person or entity who shows sufficient proof of ownership, if Found Animals cannot reasonably reach the person on record as the owner of the animal.

Limitation of Liability

The Registry is provided for your use without any warranties, express or implied. By using the Registry you agree to assume all risk associated with the use of this Registry. You further agree to hold harmless Found Animals, its officers, directors, employees and agents from all claims arising out of or related to your use of, or inability to use, this Registry. You agree that Found Animals will not be liable for any damage or loss caused or alleged to be caused by you in reliance on any information contained on the Registry. In no event shall Found Animals, its officers, directors, employees or agents be liable for any direct, indirect, incidental, punitive, or consequential damages of any kind whatsoever with respect to the use of this Registry.

Disclaimer

Found Animals does not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and content found or offered on this Registry for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and Found Animals expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law. Found Animals

does not guarantee that a lost animal will be returned to its owner and Found Animals does not guarantee that the Registry will be used by the person and/entity that finds a lost animal.

Indemnification

By using this Registry, you agree to defend, indemnify and hold Found Animals harmless from any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Registry. Your use of this Registry constitutes an agreement between you and Found Animals. This agreement, which consists of the terms and conditions set forth herein, shall be governed by, construed under and enforced in accordance with the laws of the State of California. Any action in connection with, relating to and/or arising from this agreement shall be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. You acknowledge and consent to jurisdiction in the State of California, County of Los Angeles for any claims arising from your use of this Registry.

Class Action Waiver

Any dispute proceedings brought in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. You will not seek to have any dispute heard as a class action or in any proceeding in which either party acts or proposes to act in a representative capacity.

Marketing

We may provide your personal information to third parties, such as shelters and rescue organizations, for the purpose of reuniting you with your lost pet. We may combine your information with information we collect from other companies and use it to improve and personalize our services, content and advertising. **If you don't wish to receive marketing communications from us, simply indicate your preference by following the directions provided with the communication.**

AGREEMENT TO ARBITRATE CONTROVERSIES

By visiting the Website, you agree that any and all disputes relating to your visit to the Website or to products you purchase through the Website shall be submitted to confidential_arbitration in California, except that, to the extent you have violated or threatened to violate Found Animals' intellectual property rights, Found Animals' may seek injunctive or other appropriate relief in any state or federal court in the state of California, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this Terms shall be conducted under the rules then prevailing of the American Arbitration Association. The award from arbitration shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise.