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## **PRIVACY POLICY**

The Equine Microchip Lookup Tool<sup>™</sup> or (EMLT<sup>™</sup>) was developed and established for the benefit of the equine industry. The 'Tool' is free to use.

The website, EquineMicrochipLookup.org, does not collect personal information from visitors. No identifying information is required to use the 'Tool'.

Visitor privacy is maintained on the website and information is not shared or distributed unless requested by the visitor.

#### **WEBSITE LINKS**

EquineMicrochipLookup.org includes links to other websites and is not responsible for the privacy policies or content of these linked sites.

#### **COMPANY INFORMATION**

The domains registered for the Equine Microchip Lookup Tool are EquineMicrochipLookup.org and EquineMicrochipLookup.com. Any questions or problems should be directed to the management team by calling 985.898.0811, or by email to support@EquineMicrochipLookup.org. The site and domains are owned and operated by Microchip ID Systems, Inc.

#### **CHANGES**

Microchip ID Systems, Inc. reserves the right to change this Privacy Policy from time to time. Such changes will be posted on EquineMicrochipLookup.org.

## **TERMS AND CONDITIONS**

#### **Acceptance of Terms**

In 2016, the Equine Microchip Lookup Tool<sup>™</sup> was created by Microchip ID Systems, Inc. and other stakeholders in the equine, veterinary and animal health industries. As the participation in the 'Tool' grows, member databases will be listed on the site. The EMLT provides a cloud based search engine to assist in locating the source of a microchip found in a horse or other equine. Any microchip number can be entered into the search window of the site. If the microchip number is located in a Participating Member database, further tracking information will appear.

**Note:** To protect the privacy of equine owners, personal information is not provided. Instead the EMLT<sup>™</sup> will direct queries to the participating company, registry, database or service containing the actual owner information. Additionally, telephone support is provided 7 days a week.

The EMLT is designed to fast-track a nationwide search to connect a particular microchip number in a particular horse to a particular owner, facility or database, depending upon the situation. The Tool works by searching the databases of Participating Members who have elected to join the search engine platform.

Your access and use of the site, EquneMicrochipLookup.org, means that you agree to the Terms and Conditions below.

# **Proprietary Rights**

You acknowledge and agree that EquneMicrochipLookup.org may contain proprietary and confidential information including trademarks, service marks and patents protected by intellectual property laws and international intellectual property treaties. We authorize you to view and make a single copy of portions of the content of the Service for offline, personal, non-commercial use. Our content may not be sold, reproduced, or distributed without our written permission. Any third-party trademarks, service marks and logos are the property of their respective owners. Any further rights not specifically granted herein are reserved. The brand logos, the name 'Equine Microchip Lookup Tool' and the acronym 'EMLT' are trademarked and are in use.

## **Termination of Agreement**

The Terms of this agreement will continue to apply until terminated by us without notice at any time for any reason. If you violate the Terms, your use of this site will terminate. We may notify you that you have breached the Agreement. We may, in our sole discretion, terminate your access to this site, or any portion thereof, or discontinue providing the site or modify the site or any portion thereof at our sole discretion and without notice to you even if it may result in you being prevented from accessing any information. These actions are in addition to and not in lieu or limitation of any other right or remedy we may have available at law. Further, we shall not be liable to you or any third party for any such termination or discontinuance. Our failure to act with respect to a breach by you or others of these Terms does not waive our right to act with respect to subsequent or similar breaches.

## Warranties and Limitation of Liability

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK AND THAT THE OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". ALL ACCESS TO THIS SITE IS VOLUNTARY AND AT THE SOLE RISK OF THE USER.

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# **External Content**

EquineMicrochipLookup.org may include hyperlinks to third-party content, advertising or websites. You acknowledge and agree that we are not responsible for and do not endorse any advertising, products or resource available from such resources or websites.

# Limitation of Liability

You will not hold us or any of our affiliates or subsidiaries liable for damages including (but not limited to) loss of wages, revenue or business because of any services related to or provided by this site. The sole and exclusive remedy for dissatisfaction with the services of this site will be for you to stop using the Service. You understand and agree that we and any of our subsidiaries or affiliates shall in no event be liable for any direct, indirect, incidental, consequential, or exemplary damages. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the service, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not We have been advised of or should have been aware of the possibility of such damages. In jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not allowed, our liability is limited to the greatest extent permitted by law.

## Indemnification

You agree to indemnify us and any of our parent or subsidiary companies or organizations, and any of our successors, assigns or licensees, together with any of their respective officers, directors and employees, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to use of the Service, or any breach or violation of this Agreement by you or any other term or condition contained on the Service.

## **Jurisdiction & Dispute Resolution**

You agree that this Agreement is entered into between you and us in the State of Louisiana, United States of America, and is performed within the State of Louisiana and governed by and shall be construed in all respects under the laws of the State of Louisiana, exclusive of its choice of law or conflict of law provisions. Venue is in the State of Louisiana. If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

## **Entire Agreement**

This Agreement constitutes the entire agreement between you and us relating to the access and use of the site and any of its services. This Agreement may not be modified by you in whole or in part. However, we reserve the right to modify these Terms from time to time at our sole discretion and without notice. Changes to the Terms become effective on the date they are posted and your continued use of EquineMicrochipLookup.org after any changes to the Terms will signify your agreement to be bound by them. Anything contained on the Service inconsistent with or conflicting with the terms of this Agreement is superseded by the terms of this Agreement.

## **Contact information**

If you have any questions about the services provided, please contact us at 985.898.0811

