

Buymeds4pets Terms of Use

Last uBuymeds4petsdated: May 10, 2016

By clicking "sign in" and entering or otherwise using our website or mobile application (the "Site"), you agree to and accept these terms and conditions.

THESE TERMS AND CONDITIONS CONSTITUTE YOUR SERVICE AGREEMENT ("AGREEMENT") WITH BUYMEDS4PETS. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF OUR SITE AND YOUR PURCHASE OR USE OF ANY PRODUCTS OR SERVICES OFFERED ON THE SITE. BY ACCESSING AND/OR USING THE SITE, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE AGREEMENT AND TO ABIDE BY ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN. YOU MAY NOT ACCESS OR USE THIS SITE OR ACCEPT THIS AGREEMENT UNLESS YOU ARE AT LEAST 18 YEARS OLD.

Accounts

In order to use certain features of the Site (e.g., purchasing products and services (referred to collectively as "Products" herein) from the Site), you must register for an account with Buymeds4pets ("Buymeds4pets Account") and provide certain information about yourself as prompted by the Site registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Site does not violate any applicable law or regulation or the terms of this Agreement.

You are responsible for maintaining the confidentiality of your Buymeds4pets Account login information. You are fully responsible for all activities that are associated with your Buymeds4pets Account (including but not limited to any purchases, use of the Site, or correspondence from your account to Buymeds4pets). You agree to immediately notify Buymeds4pets of any unauthorized use or suspected unauthorized use of your Buymeds4pets Account or any other breach of security. When you provide Buymeds4pets with such notice, Buymeds4pets will suspend or otherwise secure your Account to prevent future unauthorized activity.

Permissible Uses of Site

Subject to the terms of this Agreement, Buymeds4pets grants you a limited, non-transferable, non-exclusive, license to access and make personal use of the Site. This license does not include any resale or commercial use of the Site features or content, or the right to access or use the Site for any of the restricted purposes set forth below. Buymeds4pets may terminate this license at any time for any reason.

The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not use the Site to place an order on behalf of yourself or a third party for resale to that third party; (b) you shall not license, sublicense, reproduce, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, its products or its content without the express written consent of Buymeds4pets; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive service, or to download, copy or collect content or account information for the benefit of another merchant; (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without Buymeds4pets's express written consent; and (e) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information or content (including images and text descriptions) of the Site without Buymeds4pets's express written consent.

Buymeds4pets reserves the right, at any time, to modify, suspend, or discontinue the Site or any part thereof with or without notice. You agree that Buymeds4pets will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or any part thereof.

UNAUTHORIZED COPYING, REPRODUCTION, MODIFYING, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, MAKING DERIVATIVE WORKS OF OR DUPLICATING ALL OR ANY PART OF THE SITE IS PROHIBITED.

Buymeds4pets uses a network of independent product and content suppliers, distributors and other such third parties to supply some of the products and content advertised on the Site. All other trademarks, service marks, product names, package designs and company names or logos associated with these product and other such third parties that are not owned by us but appear on the Site are the property of their respective owners.

User Content

"User Content" of the Site user means any and all information and content that such user submits to Buymeds4pets by any means, including through social media (e.g., Facebook, Instagram, Pinterest, Twitter), or uses with the Site (e.g., a user profile, product review, question & answer). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby affirm, represent, and warrant that (i) you own, or have the necessary licenses, rights, and/or consents to use your User Content with the Site as described herein and (ii) your User Content does not violate the Acceptable Use Policy. You may not state or imply that your User Content is in any way provided, sponsored or endorsed by Buymeds4pets. Because you alone are responsible for your User Content (and not Buymeds4pets), you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Buymeds4pets is not obligated to backup any User Content, makes no representation that it will do so, and you agree that Buymeds4pets may delete User Content at any time.

By submitting your User Content or using it with the Site, you automatically grant, and you represent and warrant that you have the right to grant, to Buymeds4pets an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, solely for the purposes of including your User Content in the Site, Buymeds4pets social media platforms or marketing initiatives. You agree to irrevocably waive (and cause to be waived) any claims and assertions of publicity or moral rights, or attribution with respect to your User Content.

Buymeds4pets will treat any feedback, communications, or suggestions you provide to Buymeds4pets as non-confidential and non-proprietary. Thus, in the absence of a written agreement with Buymeds4pets to the contrary, you agree that you will not submit to Buymeds4pets any information or ideas that you consider to be confidential or proprietary.

Acceptable Use Policy

You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, abusive, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (c) in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to commercially exploit the Site or use it to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send

unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with or disrupt servers or networks connected to the Site or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the Site, other computer systems or networks connected to or used together with the Site, through password mining or other means; or (f) harass or interfere with another user's use and enjoyment of the Site.

We reserve the right (but have no obligation under this Agreement) to review any User Content, investigate, and/or take appropriate action against you, in our sole discretion, if you violate the Acceptable Use Policy or any other provision of this Agreement, including removing or modifying your User Content, terminating your Buymeds4pets Account, and/or reporting you to law enforcement authorities. We may also remove or modify your User Content if it, in our sole judgment, violates the rights of, harms, or threatens the safety of any other person, or creates liability for us or any other person. In order to cooperate with legitimate governmental requests, subpoenas or court orders, or to protect our business and members, we may access and disclose any information we consider necessary or appropriate, including your Buymeds4pets Account username and password, IP address and traffic information, usage history, and your User Content.

Disclaimer of Warranties

Buymeds4pets intends for the information and data contained in the Site to be accurate and reliable but since the information and data have been compiled from a variety of sources, they are provided 'AS IS' and "AS AVAILABLE". You expressly agree that your use of the Site and any information contained therein is at your sole risk. Accordingly, to the extent permitted by applicable law, Buymeds4pets EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Some jurisdictions do not allow the disclaimer of warranties so such disclaimers may not apply to you.

Limitation on Liability

IN NO EVENT SHALL BUYMEDS4PETS, OUR OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENTS, JOINT VENTURES, SUCCESSORS AND ANY OTHER COMPANIES UNDER COMMON CONTROL WITH US BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR IN ANY WAY RELATED TO YOUR RELATIONSHIP WITH BUYMEDS4PETS, YOUR USE OF THE WEB SITE, PRODUCTS, OR THIRD PARTY SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE WEB SITE, PRODUCTS AND THIRD PARTY SITES ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR IN ANY WAY RELATED TO YOUR RELATIONSHIP WITH BUYMEDS4PETS OR THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID BUYMEDS4PETS IN THE PRIOR 12 MONTHS. WE AGREE THAT ANY CLAIM BETWEEN US MUST BE BROUGHT WITHIN TWO (2) YEARS.

Indemnity

You agree to indemnify and hold Buymeds4pets, our officers, employees, agents, affiliates, subsidiaries, parents, joint ventures, successors and any other companies under common control with us harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Site or Products, (ii) your User Content, or (iii) your violation of this Agreement. Buymeds4pets reserves the right, at

your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Buymeds4pets. Buymeds4pets will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Arbitration

YOU AND BUYMEDS4PETS AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Prior to initiating any arbitration, the initiating party will give the other party at least 60-days' advanced written notice of its intent to file for arbitration. Buymeds4pets will provide such notice by e-mail to your e-mail address on file with Buymeds4pets and you must provide such notice by e-mail to legal@Buymeds4pets.com. During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration. The arbitrator will have the power to grant whatever individual relief would be available in court under law or in equity and any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

Buymeds4pets and you agree that any Covered Dispute hereunder will be submitted to arbitration on an individual basis only. Neither Buymeds4pets nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis. If any provision of the agreement to arbitrate in this section is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced (but in no case will there be a class, representative or private attorney general arbitration).

Notwithstanding any provision in these terms to the contrary, we agree that if Buymeds4pets makes any future material change to this dispute resolution provision, it will not apply to any individual claim(s) that you had already provided notice to Buymeds4pets. In the event that this arbitration agreement does not apply to a given dispute, then the parties agree to the exclusive jurisdiction of the state and federal courts in Illinois to resolve such claims.

Term and Termination

Subject to this Section, this Agreement will remain in full force and effect while you use the Site. We may (a) suspend your rights to use the Site (as well as your Buymeds4pets Account) or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any use of the Site in violation of this Agreement or if we believe you are younger than 18. Upon termination of this Agreement, your Buymeds4pets Account and right to access and use the Site will terminate immediately. You understand that any termination of your Buymeds4pets Account may involve deletion of any User Content you may have posted. Buymeds4pets will not have any liability whatsoever to you for any termination of this Agreement, including for termination of your Buymeds4pets Account or deletion of your User Content.

The provisions herein related to our intellectual property rights, user content, acceptable use, disclaimer of warranties, indemnity, limitation and liability, and arbitration together with any other rights and obligations which by their nature are reasonably intended to survive such termination, will survive any termination of these Terms of Use.

General

This Agreement is subject to occasional revision, and if we make any material changes we will post notice of the changes on our Site. These changes will be effective immediately. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the any revision of these terms and conditions.

This Agreement constitutes the entire agreement between you and us regarding the use of the Site and the purchase of any Products on our Site. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. This Agreement is governed by the laws of the State of Illinois without regard to conflict of law provisions. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word "including" means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Buymeds4pets's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

Return Policy

30 Days 100% Satisfaction Guaranteed

We want you to be blown away about your experience with us.

Our policy is simple. If you're not 100% totally, completely satisfied for any reason whatsoever, return it! We'll happily accept packages within 30 days of the sale date and we'll give you a complete refund as soon as we get the item/item's back unopened, all we ask is that the product is not used and is in the same condition you received it and is in the original box and/or packaging.

<https://www.buymeds4pets.com/home.html>