

## Terms of Use: MBF Loyalty

These terms and conditions of use ("Terms of Use") describe the terms on which MBF Loyalty ("MBF Loyalty," "we," or "us") provides the MBF Loyalty website located at <http://www.MBFLoyalty.com>, custom mobile apps and MBF Loyalty Platform at <https://mbfloyalty.com/app/login> (the "MBF Loyalty Service" or the "Service") to visitors and subscribers.

### 1. Introduction

By using the Service, you accept the MBF Loyalty Terms of Use and the following terms, conditions, and policies, including any future amendments thereto (collectively, the "Agreement"):

If you choose to use the Service, you represent that you are authorized to accept the terms of this Agreement on behalf of yourself or the organization you represent.

**Changes and Modifications.** MBF Loyalty reserves the right, at its sole discretion, to change, modify, add, or remove portions of this Agreement at any time. Such changes will become effective immediately after they have been posted to the <http://www.MBFLoyalty.com> website or MBF Loyalty has otherwise notified you of the change. Though MBF Loyalty may attempt to notify you when major changes are made to this Agreement, you should periodically review the most recent version of these Terms of Use. Your continued use of the Service following the posting of changes will mean that you accept and agree to the changes. As long as you comply with this Agreement and any signed pricing agreements, MBF Loyalty grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable right to access and use the Service as it is intended to be used and in accordance with this Agreement, and applicable law. We grant you no other rights, implied or otherwise.

**Links To Other Sites.** The Service may contain links to other independent third-party websites ("Linked Sites"). Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under MBF Loyalty's control, and MBF Loyalty is not responsible for and does not necessarily endorse the content or practices of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with Linked Sites.

### 2. Description of service

#### General Description.

The MBF Loyalty Service allows you to view information about our services at the [www.mbfloyalty.com](http://www.mbfloyalty.com) website. The Loyalty Platform at <https://mbfloyalty.com/app/login/> enables veterinary practices to provide a Loyalty Rewards program to their customers via a web link or a mobile app. The MBF Loyalty Service is intended for adults only. You must be 18 years of age or older - or, if the age of majority in your state is greater than 18 years, you must have attained the age of majority in your state - or have the consent of your parent or guardian, to use the Service. In accordance with Federal Children's Online Privacy Protection Act of 1998 ("COPPA"), MBF Loyalty will never knowingly solicit, nor will it accept, personally identifiable information from users known to be under thirteen (13) years of age. Please see our privacy policy for additional information or for information on how to notify us of any concerns you may have regarding users under thirteen years of age.

### 3. Conditions of use and user conduct

As a condition of use, you agree to the following:

- You acknowledge that the Service is for personal use only and that you will not use the Service for any commercial purpose unless you are an MBF Loyalty Platform or Mobile App client.
- You must not use the Service to harass, threaten, impersonate, or intimidate any person or business.
- You must not upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- You must not upload, post, email, transmit, or otherwise make available any content that is in violation of copyright or trademark law - or any other law protecting intellectual property in any jurisdiction - or that violates the publicity or privacy rights of any person or business.
- You must not upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.
- You must not transmit any worms or viruses or any code of a destructive nature.
- You must comply with all applicable laws in your jurisdiction (including but not limited to intellectual property laws).
- You must not use the Service for any illegal or unauthorized purpose. If you are an international user, you agree to comply with all local laws regarding online conduct and acceptable content.
- You acknowledge that your use of the Service may involve the transmission of private information, via unsecure means such as email.

#### **4. Our intellectual property**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, content, and computer code (collectively, "MBF Loyalty Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel," and arrangement of such MBF Loyalty Content, contained on the Service is owned, controlled, or licensed by or to MBF Loyalty, and is protected by trade dress, copyright, and trademark laws, and various other intellectual property rights. Except as expressly provided in this Agreement or otherwise permitted by law, no MBF Loyalty Content may be used, copied, reproduced, modified, republished, uploaded, posted, publicly displayed, publicly performed (including by means of a digital audio transmission), encoded, translated, transmitted, or distributed in any way to any other computer, server, website, or any other medium for any purpose, without regard to whether that purpose is commercial or noncommercial in nature, without MBF Loyalty's express prior written consent.

#### **5. Violation of this agreement - termination**

You agree that MBF Loyalty may, in its sole discretion and without prior notice, terminate your access to the Service and/or block your future access to the Service if we determine that you have violated this Agreement or other agreements or guidelines which may be associated with your use of the Service. If MBF Loyalty does take any legal action against you - or you take action against MBF Loyalty - as a result of a violation of this Agreement, the prevailing party will be entitled to recover from the non-prevailing party, and the non-prevailing party agrees to pay, all reasonable attorneys' fees and costs of such action - in addition to any other relief granted to the prevailing party. You agree that MBF Loyalty will not be liable to you or to any third party for

termination of your access to the Service as a result of any violation of this Agreement or other agreements or guidelines that may be associated with your use of the Service.

**Cancellation policy. Clinic may cancel anytime with 60 days' notice prior to the next billing cycle. Notice will be served via email, to the email address held on the MBF Loyalty account.**

## **6. Disclaimer of warranties**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MBF LOYALTY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND LICENSORS (IF ANY) (THE "MBF LOYALTY AFFILIATES") EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. MBF LOYALTY AND THE MBF LOYALTY AFFILIATES MAKE NO WARRANTY THAT (a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) USER CONTENT WILL BE HOSTED AND/OR TRANSMITTED WITHOUT INTERRUPTION OR CESSATION; (d) USER CONTENT WILL BE HOSTED AND/OR TRANSMITTED IN ACCORDANCE WITH THE PREFERENCES YOU SPECIFY, INCLUDING ANY PREFERENCES YOU SPECIFY REGARDING THE ANONYMITY AND/OR PRIVACY OF ANY USER CONTENT; (e) ANY PRODUCTS, SITES, INFORMATION, OR OTHER MATERIAL, WHETHER IN TANGIBLE OR INTANGIBLE FORM, PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR ANY STANDARD OF QUALITY; AND (f) ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICE WILL BE CORRECTED. ANY MATERIAL, INFORMATION, OR DATA DOWNLOADED OR OTHERWISE ACCESSED OR OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR ANY OTHER HARM THAT MAY RESULT FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE, REPRESENTATION, OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MBF LOYALTY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **7. Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MBF LOYALTY AND THE MBF LOYALTY AFFILIATES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY LOSS OF PROFITS, GOODWILL OR BUSINESS REPUTATION; ANY LOSS OF DATA; ANY REPERCUSSION OF THE PUBLICATION OF ANY USER CONTENT YOU PROVIDE TO MBF LOYALTY; ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE; OR ANY OTHER TANGIBLE OR INTANGIBLE LOSSES. THIS ALSO INCLUDES ANY LOSS OR DAMAGES THAT MAY BE INCURRED BY YOU AS A RESULT OF (a) ANY CHANGES THAT MBF LOYALTY MAY MAKE TO THE SERVICE; (b) ANY PERMANENT OR TEMPORARY CESSATION OF OR ERROR IN THE SERVICE; (c) THE PUBLICATION OF ANY USER CONTENT YOU PROVIDE TO MBF LOYALTY; OR (d) THE DELETION OR CORRUPTION OF OR FAILURE TO STORE ANY CONTENT OR OTHER

PROPERTY MAINTAINED THROUGH THE SERVICE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY ABOVE SHALL APPLY IRRESPECTIVE OF THE THEORY OF LIABILITY, INCLUDING CONTRACT (INCLUDING FUNDAMENTAL BREACH), WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY, EVEN IF WE (OR OUR AFFILIATES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT MBF LOYALTY AND THE MBF LOYALTY AFFILIATES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

## **8. Exclusions and limitations**

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND, IN SUCH INSTANCES, THE MBF LOYALTY AFFILIATES' LIABILITY WILL BE LIMITED ONLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **9. Indemnification**

You will indemnify and hold MBF Loyalty and/or the MBF Loyalty Affiliates harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by MBF Loyalty and/or the MBF Loyalty Affiliates in connection with any claim arising out of your breach of the Agreement. MBF Loyalty reserves the right, in its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## **10. General terms**

**Governing Law.** You agree that all matters relating to your access to or use of the Service, including all disputes, will be governed by the laws of the United States and by the laws of the State of Colorado without regard to its conflicts of laws provisions, and that any action arising under this Agreement or otherwise related to the MBF Loyalty Service must be brought in the State and Federal courts in Denver County, Colorado. You agree to the personal jurisdiction by and venue in the State and Federal courts in Denver County, Colorado, and waive any objection to such jurisdiction or venue.

**Dispute Resolution.** In the event of any controversy or dispute between MBF Loyalty and you arising out of or in connection with your use of the Service, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time, then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

**Statute Of Limitations.** You agree that regardless of any statute or law to the contrary, any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is forever barred.

**Severability of Terms; Non-waiver of Terms; Assignment.** If any portion of the Agreement is held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement enforced as written. If MBF Loyalty does not exercise or enforce any legal right or remedy including those contained in the Agreement or arising under applicable law, this will not be taken to be a formal waiver of our rights. MBF Loyalty may assign or delegate all rights and obligations under the Agreement, fully or partially.

**Notices.** MBF Loyalty may provide you with notices, including those regarding changes to the Agreement, by email or through postings to the Service.

MBF Loyalty's mailing address is:

MBF Loyalty, ATTN: Terms of Use 263 S. Clarkson St., Denver, CO 80209.

If you have general questions, comments, or concerns regarding these Terms of Use, please contact us in writing at [info@MBFLoyalty.com](mailto:info@MBFLoyalty.com) or at our mailing address noted above.

**Third Party Beneficiaries.** Each MBF Loyalty Affiliate is an intended third party beneficiary to this Agreement and shall be entitled to directly enforce and rely upon any provision of the Agreement that confers a benefit on them. Other than this, no other person shall be a third party beneficiary to the Agreement.