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Name (PRINT)



THE HOMEAGAIN PET RECOVERY SERVICE

P.O. BOX 2014, EAST SYRACUSE, N.Y. 13057-4514

INSTRUCTIONS

Activation process

Pet / Current Owner Information: To be completed and signed by current owner.

Membership Activation: Check the activation box and enter promotion code if available.

New Owner Contact Information: To be completed by new owner. Complete primary contact information.

Payment Options: • Select method of payment.

- · Enter credit card information.
- If billing and mailing information are the same, please check box.
- If check option is selected, make check payable to HomeAgain. Do not send cash.

Completing the activation form

Sign and print name.

Send completed activation form and payment (if applicable) to:

HomeAgain Pet Recovery Service, P.O. Box 2014, East Syracuse, N.Y. 13057-4514

TERMS AND CONDITIONS

By enrolling in the HomeAgain" pet recovery service (the "Service") offered by Schering-Plough HomeAgain LLC ("Schering"), you agree to abide by these Terms and Conditions (the "Agreement"):

- 1. You authorize Schering to charge your credit card automatically for all fees incurred through your use of the Service, including recurring annual subscription fees. If Schering does not receive payment from the issuer of your credit card, you agree to pay all amounts due upon demand directly to Schering, and Schering may suspend or terminate your subscription if you fail to pay. If you supply a promotion code for a discounted subscription fee, Schering will determine your eligibility for such discount, which determination shall be in Schering's sole discretion. If Schering determines that you are ineligible for the discounted subscription fee, you will be charged the non-discounted subscription fee stated on the authorization form. You understand that, once charged, subscription fees for the Service are non-refundable.
- 2. Schering is not responsible for the accuracy of any medical information provided by any veterinarian or clinic, posted on the HomeAgain® website, or obtained from the petID or other media associated with the Service.
- 3. Schering disclaims any warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose, with respect to any aspect of the Service. Schering reserves the right to modify or terminate the Service at any time, without prior notice.
- aspect of the Service. Schering reserves the right to modify or terminate the Service at any time, without prior notice.

 4. This Agreement is subject to the laws of the State of New Jersey. If there is any dispute concerning this Agreement or your use of the Service, you and Schering agree to submit the dispute to non-binding mediation, followed by binding arbitration, under the rules of the American Arbitration Association.

PRIVACY POLICY

Schering-Plough HomeAgain LLC is committed to protecting your privacy. This policy, effective August 1, 2006, describes the ways in which we collect, use, and disclose personal information.

Personal Information Collected. We will collect personal information about you – including your name, phone number, and billing information – when you register for the Service. We also will collect information about you and your pet, including medical information, through other sources, such as your veterinary clinic. In addition, we will collect, store, and use the information you provide about you and your pet when you contact our customer support or initiate other transactions on our website.

Other Information Collected. When you visit our website, we also may collect non-personally identifiable information using cookies and other similar technologies to help us keep track of your interactions with our website and to offer you a more personalized experience.

 $\underline{\text{Use of Information.}} \ \ \text{Your information may be used to:}$

- Provide you with the products and services you request;
- · Notify you about products and services offered by us or selected third parties;
- Help us customize and personalize our websites; develop new products and services; and improve the quality of our website and the services we offer.
 <u>Disclosure of Personal Information.</u> We may share your information in limited circumstances, including:
- With our authorized service providers that perform certain functions or services on our behalf (including order fulfillment, credit card processing, and business analytics);
- With our affiliates, business partners, vendors, municipalities, other veterinarians, medical care givers and shelters;
- · To respond to subpoenas or other legal process, and to exercise our legal rights;
- In order to investigate, prevent or take action regarding illegal activities, or as otherwise required by law; and
- · In connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

You rights and choices. You have the right to receive a copy of the personal information you provide, and to correct or update that information. You also may choose to stop the delivery of promotional email messages by following the instructions in any such email we send you. You also may instruct us to remove you from programs to which you have subscribed; however, we will retain basic information about you and your pet (such as chip ID#, name of pet, and your contact information) in our database.

Security. We maintain appropriate technical, administrative and physical procedures to protect personal information from loss, misuse, or inadvertent destruction. Changes to this Privacy Policy. We may update this privacy policy in the future. We will notify you about material changes to this policy by sending you notice by email or direct mail, or by placing a prominent notice on our website.

Comments/Questions. If you have any questions about this privacy policy, please contact us at:

Global Privacy Officer, Schering-Plough Corporation, 2000 Galloping Hill Road, Kenilworth, New Jersey 07033. Email: privacyoffice@spcorp.com