

Horse by Northwest Terms and Conditions of Site Use

Last Updated: 30 July 2021

PLEASE READ THESE TERMS CAREFULLY

These Terms of Use (the “Terms”) govern your use of and access to www.horsebynorthwest.com and its sub-domains and affiliated sites, as well as Horse by Northwest’s (“horsebynorthwest.com” “my”, “me” or “I”) pages and accounts on Facebook® and Instagram® (the “Sites”). Please read both these Terms and my Privacy Policy carefully, which is incorporated into these Terms. By using any or all of the Sites, you accept and agree to be bound by these Terms. If you do not want to agree to be bound by these Terms, do not use the Sites. I may modify these Terms from time to time, and any modifications will be effective immediately when I post them. All changes I make will be reflected in the date at the top of the document. You are responsible for reviewing any modified terms. Your continued use of a Site following any changes means you accept and agree to any changes. For your convenience and future reference, the date of the most recent revision of these Terms is listed above so that you may compare different versions to determine what, if any, changes have been made.

1. SITE CONTENT

Horse by Northwest exclusively owns and controls the Sites, which provides information about my products and services and may provide access to educational materials pertaining to equine care and bodywork. You agree that, use or access to any or all of the Sites does not, standing alone, create any sort of representation or future promise. The unauthorized reproduction, use of, or theft of any content, written, photographic, video or otherwise, is expressly prohibited. By using the Sites, you expressly agree to pay a fine of \$250 per incident for any unauthorized use of our content you are responsible for, at the sole discretion of Horse by Northwest.

2. INTELLECTUAL PROPERTY

Unless explicitly stated otherwise, as between you and Horse by Northwest, Horse by Northwest owns all right, title, and interest in and to the Sites, including, without limitation, graphics, site content, design, organization, compilation and other matters related to or included on the Sites. Horse by Northwest and all related names, product and service names, logos, slogans and designs are my trademarks and you may not use these marks without my prior written permission. All other names, logos, product and service names, designs and slogans on the Sites are the trademarks of their respective owners and should not be used without those respective owners’ permission.

3. THIRD PARTY RIGHTS

Content and materials posted to the Site may be the copyrighted content of others (“Third Party Content”) that is used by Horse by Northwest either by permission or under Section 107 of the

Copyright Act as “fair use” for purposes such as education and research. I respect the intellectual property of others and ask that you to do the same. Users must obtain permission from the owners of any Third-Party Content before copying, distributing or otherwise using those materials. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication, or commercial exploitation of downloaded material will be permitted without the express permission of the copyright owner.

If you believe that your work has been copied on one or more of the Sites in a way that constitutes copyright infringement or otherwise violates your intellectual property rights, please contact me via email at the contact information listed below and provide the following: (i) identification of what is claimed to have been infringed; (ii) identification of what is claimed to be infringing; (iii) your contact information (or the contact information of the person we need to contact about the infringement); (iv) a statement that the person submitting the complaint is doing so with a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law; (v) a statement that the information provided is accurate, and under penalty of perjury; (vi) a physical or electronic signature of the person submitting the complaint; and (vii) if that person is not the owner of the content at issue, a statement that the person submitting the complaint is authorized to act on the owner’s behalf.

4. LINKING TO OUR SITES

Anyone linking to the Sites must comply with all applicable laws and must not: (i) misrepresent its relationship with Horse by Northwest; (ii) present false or misleading information about horsebynorthwest.com; or (iii) contain content that is reasonably considered profanity, offensive, defamatory, vulgar, or unlawful.

5. ADVERTISEMENTS, LINKS AND AFFILIATE LINKS

I may at times include advertisements on the Sites. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Sites are solely between you and such advertiser. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by advertisers, including information providers, or any other end users are those of the respective author(s) and not my own. You agree that I shall not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such advertisers. Any affiliate links that I link on the Sites will be clearly marked; however, I encourage you to reach out to me with any questions you may have regarding affiliate links.

You may find links to other websites on a Site. These links are provided solely as a convenience to you and not as an endorsement by Horse by Northwest of the contents on such third-party sites, and I expressly disclaim any representations regarding the content or accuracy of materials on such third-party websites. You acknowledge and agree that Horse by Northwest shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or products available on or through any such linked site. You agree that it is your responsibility to evaluate the accuracy,

completeness, or usefulness of any information, opinion, advice, etc., or other content available through such third-party sites.

6. DISCLAIMER AND LIMITATION OF LIABILITY

THE SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND BUT WITHIN THE SCOPE OF THE FOLLOWING LIMITATION OF LIABILITY CLAUSE. HORSE BY NORTHWEST, TOGETHER WITH ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (THE “RELEASED PARTIES”), SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AGREED, AND NON-INFRINGEMENT AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. THE RELEASED PARTIES DO NOT GUARANTEE THE RELIABILITY, ACCURACY, COMPLETENESS, SAFETY, TIMELINESS, LEGALITY, USEFULNESS, ADEQUACY OR SUITABILITY OF ANY OF THE INFORMATION OR CONTENT ON THE SITES. ACCORDINGLY, YOU AGREE TO EXERCISE CAUTION, DISCRETION AND COMMON SENSE WHEN USING THE SITES. THE RISK FOR USE OF THE SITE IS BORNE BY YOU.

PLEASE ESPECIALLY NOTE: Data communication via internet cannot be guaranteed to be error-free and/or available at all times. We cannot guarantee constant and continuous availability of our online systems.

LIMITATION OF LIABILITY: We are only liable for damages incurring from intent and gross negligence but we assume no liability for slight negligent breach of contract in respect of other than essential contractual obligations. Essential contractual obligations are obligations that are crucial for the purpose of the contract. The liability for damages for the violation of essential contractual obligations shall be limited to foreseeable damages typical for the contract.

PLEASE NOTE: The above-mentioned exclusions and limitations of liability do not apply in case of damage of life, body and health.

7. CHOICE OF LAW AND JURISDICTION; VENUE

The exclusive place of jurisdiction for all disputes arising between us and you is our place of business, that is the State of Oregon and the United States of America. Our legal relationship shall be governed by the laws of the State of Oregon and U.S. Federal law.

8. YOUR COMMENTS AND CONCERNS

All other feedback, comments, requests for technical support and other communications relating to the Sites should be directed to: amanda@horsebynorthwest.com. Thank you for visiting the Sites!

TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase (these “Terms and Conditions of Purchase”) sets forth your rights and responsibilities for any purchases made on Horse by Northwest and its sub-domains and affiliated sites, as well as Horse by Northwest’s (“horsebynorthwest.com” “my”, “me” or “I”) pages and accounts on Facebook®, and Instagram® (the “Sites). Please read both these Terms and my Privacy Policy carefully.

These Terms and Conditions shall be part and parcel of the legally binding contract between Horse by Northwest and other associated materials and sites linked hereto and operated or controlled by Horse by Northwest (herein also referred to as “Company”), and you regarding your purchase of video content, website content, on-site clinics, and printable materials (herein referred to as the “Program” or “Program Materials”). The program shall be deemed to be incorporated herein by reference in addition to this website’s terms of use (the “Terms and Conditions”) and privacy policy (“Privacy Policy”). The individual agreements between the Company and you together with these Terms and Conditions of Purchase, the Terms and Conditions, and the Privacy Policy are collectively referred to herein as this “Agreement.”

In the event of any conflict between any individual agreement and the content of the above mentioned documents being part of this Agreement with respect to your purchase, the individual agreement shall prevail over any conflicting clause of the Terms and Conditions of Purchase and the Privacy Policy, and the Terms and Conditions of Purchase shall prevail over conflicting content of the Terms and Conditions. By purchasing this product, you (herein referred to as “Client”) agree to the following terms as a condition of your participation in the Program.

1. APPLICABILITY

For all orders via the Company’s online shop by consumers and businesses, the following Terms and Conditions of Purchase shall apply to the exclusion of any other party’s terms and conditions, irrespective of whether they may be in conflict with or modifying or extending the content of these Terms and Conditions of Purchase.

A consumer is any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor self-employed. A business is a natural person, a legal partnership, or legal corporation that, when entering into a legal transaction, does so for commercial or independent professional activity.

With regard to businesses, these terms and conditions also apply to future business relationships.

2. CONTRACT PARTIES, CONCLUSION OF CONTRACT & CONTRACT LANGUAGE

The contract of purchase is with Horse by Northwest. Please see the imprint on the website or the confirmation e-mail of the Company for further information and contact details.

You are obliged to use your correct name and to provide only true and complete information and data on your order.

The listings of products in our online shop does not constitute a legally binding offer, but merely an invitation to place orders (invitatio ad offerendum). You can initially put our products into the shopping cart without obligation and correct your entries at any time before submitting your binding order.

By clicking “Buy Now” “Enroll in Clinic” “Purchase” or similar in the last step of the order process, you submit a binding offer to purchase the products displayed in the order overview. Shortly after submitting your order you will receive a confirmation by e-mail. The contract is entered into and legally binding for both parties only upon receipt of the Company’s confirmation e-mail confirming the availability of the products ordered.

The exclusive language available for the conclusion of the contract shall be English. Translations of these Terms and Conditions of Purchase into other languages are for information only.

3. STORAGE OF THE CONTRACT TEXT & MODIFICATIONS TO THE CONTRACT

You may access these Terms and Conditions of Purchase at any time by visiting <https://horsebynorthwest.com/terms-and-conditions>.

We reserve the right at any time to modify these Terms and Conditions of Purchase and to impose new or additional terms or conditions on your access and use of the products. Such modifications and additional terms and conditions shall be effective immediately and incorporated into this agreement. Your continued use of the products will be deemed your acceptance thereof. The modified terms and conditions will accessible to you at <https://horsebynorthwest.com/terms-and-conditions>. If you have any questions, please contact us directly at amanda@horsebynorthwest.com

4. PAYMENT

In our online shop you can make use of the following payment methods:

PayPal

During your order you will be redirected to the PayPal website. In order to pay the invoice amount via PayPal, you must be registered with PayPal. After placing your order in the shop, we submit a request to PayPal to initiate the payment. The payment transaction will then be immediately carried out automatically by PayPal.

Upon purchase, you will receive a username and password for each subscription you purchase in the Order. For example, if you purchase only one subscription, you will receive only one username and password, and only one person may access and use the Product.

5. REFUNDS/Money-back Guarantee

On-Site Clinics (Introduction to Kinesiology Taping):

To request a refund, email amanda@horsebynorthwest.com no later than 7 business days prior to the date of the clinic.

If you feel the program is not the right fit for you or you are unable to attend, we'll happily refund the money you've paid us under this Agreement less any external fees and reasonable expenses and costs subject to the following conditions:

In order to qualify for a refund, you must:

- **Deadline to Apply for Refund:** To be eligible for a refund, you must submit your request by 11:59pm PST/PDT no later than 7 business days prior to the date of the clinic.
- **Company Discretion:** All refunds are within the Company's sole discretion as to whether to grant or deny the refund request.

6. INTELLECTUAL PROPERTY

You understand and agree that the Products contain proprietary information and materials, such as videos, coursework, lesson plans, training modules, photographs, software, text, graphics, images, templates, workbooks, checklists and sound recordings, (collectively, the "Product Content") including but not limited to the individual design elements, selection, layout, coordination, structure, expression, and sequencing, user interfaces, "look and feel," and arrangement embodied in the Program that are owned by Horse by Northwest and/or its licensors and are protected by copyright, trademark, and other applicable intellectual property laws. Duplicating, sharing, or uploading any Product Content, including to any sharing or social media sites, is considered stealing and an infringement of our intellectual property rights, and Horse by Northwest will prosecute such misconduct to the fullest extent permitted by law.

Horse by Northwest provides you with the Products solely for your own personal, noncommercial use, and you agree that you will not use any of the Product Content in any way whatsoever except for use in compliance with this Agreement. You will not use any Product Content in a manner that constitutes an infringement of Horse by Northwest's rights or that has not been authorized by Horse by Northwest. More specifically, unless explicitly authorized in this Agreement, you may not modify, copy, reproduce, republish, upload, post, transmit, rent, lease, loan, translate, sell, create derivative works of, exploit, or distribute in any manner or medium (including by email or other electronic means) any Product Content. You may, however, from time to time, download and/or print one copy of individual pages of the Product Content for your personal, noncommercial use, provided that you keep intact all copyright and other proprietary notices.

By using the products, you understand and are aware that you may not create derivative works, resource guides, marketing or business materials, source material, intellectual property, websites, blogs, web content, or any other works that reference Horse by Northwest, the Products, or the Product Content, or infringe on any of Horse by Northwest's or its licensors' intellectual property in any way. All copyrights, trademarks, and other intellectual property rights in and to the Products and the Product Content (including the compilation of content, postings, links to other internet resources, and descriptions of those resources) are owned by Horse by Northwest and/or its licensors, which reserve all of their rights, title, and interests in law and equity. **THE USE OF THE PRODUCTS, EXCEPT AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF HORSE BY NORTHWEST AND/OR ITS LICENSORS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT AND OTHER INFRINGEMENT.**

The trademarks, service marks, and logos of Horse by Northwest (the "Horse by Northwest Trademarks") used and displayed in the Products are registered and unregistered trademarks or service marks of Horse by Northwest. Nothing in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Horse by Northwest Trademarks inures to our benefit.

7. THIRD-PARTY MATERIALS AND WEBSITES

Horse by Northwest may provide links to third-party materials and websites as a convenience to you. These links are provided solely as a convenience to you and not as an endorsement by Horse by Northwest of the contents on such third-party sites, and we expressly disclaim any representations regarding the content or accuracy of materials on such third-party websites. You acknowledge and agree that Horse by Northwest shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or products available on or through any such linked site. You agree that it is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, etc., or other content available through such third-party sites. You agree that you will be responsible for all payment and other obligations associated with your use of any and all third-party materials and websites. You further agree that you will not use any third-party materials and websites in a manner that would infringe or violate the rights of any other party and that Horse by Northwest will not be liable for your improper use of third-party materials and websites. Any affiliate links that linked on the site will be clearly marked; however, we encourage you to reach out with any questions you may have regarding affiliate links. Company marks (whether or not registered) may not be used for any reason without written permission. Client agrees not to register, operate, or lease any domain with a confusingly similar name to any such mark without permission of Company.

8. REPRESENTATIONS AND WARRANTIES

THE PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” BASIS. WITHIN THE SCOPE OF THE FOLLOWING LIMITATION OF LIABILITY CLAUSE, WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR ANY OTHER THAN THE AGREED PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE IN CONNECTION WITH THE PRODUCTS. WE’VE TAKEN REASONABLE EFFORTS TO ENSURE THAT WE ACCURATELY REPRESENT OUR PROGRAMS AND THEIR ABILITY TO HELP YOU GROW YOUR BUSINESS. HOWEVER, HORSE BY NORTHWEST DOES NOT GUARANTEE THAT YOU WILL GET ANY RESULTS OR EARN ANY MONEY USING ANY OF OUR PRODUCTS, IDEAS, TOOLS, STRATEGIES, OR RECOMMENDATIONS, AND NOTHING ON OUR WEBSITES OR IN OUR PRODUCTS IS A PROMISE OR GUARANTEE TO YOU OF FUTURE EARNINGS.

YOU EXPRESSLY AGREE THAT YOUR PERSONAL USE OR INABILITY TO USE THE PRODUCTS IS AT YOUR SOLE RISK. BY PURCHASING THE PRODUCT(S), YOU ACCEPT, AGREE, AND UNDERSTAND THAT YOU ARE FULLY RESPONSIBLE FOR YOUR PROGRESS AND RESULTS FROM YOUR PARTICIPATION AND THAT WE OFFER NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES (EXPRESSED OR IMPLIED) REGARDING YOUR EARNINGS, BUSINESS PROFITS, MARKETING PERFORMANCE, AUDIENCE GROWTH, OR RESULTS OF ANY KIND. YOU ALONE ARE RESPONSIBLE FOR YOUR ACTIONS AND BUSINESS, WHICH ARE DEPENDENT ON PERSONAL FACTORS INCLUDING, BUT NOT NECESSARILY LIMITED TO, YOUR SKILL, KNOWLEDGE, ABILITY, DEDICATION, BUSINESS SAVVY, NETWORK, AND FINANCIAL SITUATION, TO NAME JUST A FEW. YOU ALSO UNDERSTAND THAT ANY TESTIMONIALS OR ENDORSEMENTS BY OUR CUSTOMERS OR AUDIENCE REPRESENTED IN OUR PRODUCTS, PROGRAMS, WEBSITES, CONTENT, LANDING PAGES, SALES PAGES, OR OFFERINGS HAVE NOT BEEN SCIENTIFICALLY EVALUATED BY US, AND THE RESULTS EXPERIENCED BY INDIVIDUALS MAY VARY SIGNIFICANTLY. ANY STATEMENTS OUTLINED IN OUR PRODUCTS, WEBSITES, PROGRAMS, CONTENT, AND OFFERINGS ARE SIMPLY OUR OPINIONS AND THUS ARE NOT GUARANTEES OR PROMISES OF ACTUAL PERFORMANCE.

9. LIMITATION OF LIABILITY

We are liable for intent and gross negligence but we assume no liability for slight negligent breach of contract in respect of other than essential contractual obligations. Essential contractual obligations are obligations that are crucial for the purpose of the contract. The liability for damages for the violation of essential contractual obligations shall be limited to foreseeable damages typical for the contract.

EXCLUSIONS AND LIMITATIONS OF LIABILITY DO NOT APPLY IN CASE OF DAMAGE OF LIFE, BODY AND HEALTH. The liability pursuant to the product liability law remains unaffected.

Data communication via internet cannot be guaranteed to be error-free and/or available at all times. We cannot guarantee constant and continuous availability of our online systems.

10. GOVERNING LAW & BINDING ARBITRATION

The exclusive place of jurisdiction for all disputes arising from contractual relationships between us and you is our place of business, that is the State of Oregon in the United States of America. Our contractual relationship shall be governed by the laws of the State of Oregon and federal U.S. law.

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF OREGON, OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. ANY ARBITRATION AWARD MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION.

11. BINDING EFFECT

This Agreement shall be binding upon, is for the sole benefit of the Parties hereto. The Parties have no right to assign this Agreement without the explicit permission of the other Party.

12. TERMINATION

Horse by Northwest is committed to providing all customers with a positive experience. In the event of a breach of this Agreement by you, Horse by Northwest in its sole discretion and on notice to you, may: (a) limit, suspend, or terminate your access to the Products and/or your participation in program without refund; and/or, in case the breach of contract is so serious that it is unacceptable for Horse by Northwest to go on with the contractual relationship, (b) terminate this Agreement.

13. INDEMNIFICATION

To the extent permitted by applicable laws, both Parties agree to defend, indemnify, and hold harmless the respective party from and against any and all liabilities and expense whatsoever — including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys' fees, and disbursements — which any of them may incur or become obligated to pay arising out of or resulting from breach of this Agreement by the other party.

14. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of Horse by Northwest's intellectual property rights and confidential and proprietary information by you, Horse by Northwest will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. Horse by Northwest may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or

injunctive relief that is necessary to protect its rights and property pending the outcome of the Arbitration referenced above.

You agree on the personal and subject-matter jurisdiction of the court being competent under Oregon and U.S. federal laws for the location of Horse by Northwest's business, located in the State of Oregon in the United States of America for purposes of any such action by Horse by Northwest.

15. COMPLIANCE WITH LAW

The parties shall comply with all applicable laws in performing this Agreement. Whenever there is any conflict between any provision of this Agreement and any law, the law shall prevail.

16. NO WAIVER

If the Parties choose to waive one provision of this Agreement, that does not mean that any other provision is also waived. The party against whom a waiver is sought to be effective must have signed a waiver in writing.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, inducements or conditions, express or implied, written or oral, between the parties. This agreement expressly supersedes any and all prior written and/or oral agreements, and the terms and conditions of this agreement cannot be modified without the express written consent of both parties. The terms and conditions of this Agreement shall be binding upon the parties, their personal representatives, successors and assigns, and may not be assigned to any third-party beneficiary.