

TERMS AND CONDITIONS OF USE OF EQUILIBRADOEQUESTRIAN.COM

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IN THE CASE OF ONLINE OR OTHER VIRTUAL LESSONS, THE USER AGREES TO WEAR AN ASTM APPROVED HELMET DESIGNED FOR EQUESTRIAN SPORT AT ALL TIMES WHILE MOUNTED. A LIABILITY WAIVER MUST BE SIGNED, WITNESSED, AND SENT TO EQUILIBRADOEQUESTRIAN@GMAIL.COM PRIOR TO ENGAGING IN ONLINE (VIRTUAL) COACHING OF ANY SORT.

1. **BINDING EFFECT.** This is a binding agreement. By using the Internet site located at WWW.EQUILIBRADOEQUESTRIAN.COM (the "Site") or any services provided in connection with the Site (the "Service"), you agree to abide by these Terms of Use, as they may be amended by Equilibrado Equestrian, ("Company") from time to time in its sole discretion. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING THE WEBSITE AND SERVICES, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT. YOU WARRANT THAT YOU WILL USE THE WEBSITE AND SERVICES IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

2. **PRIVACY POLICY.** Company respects your privacy and permits you to control the treatment of your personal information. A complete statement of Company's current privacy policy can be found at WWW.EQUILIBRADOEQUESTRIAN.COM. Company's privacy policy is expressly incorporated into this Agreement by this reference.

When you are required to open an account to use or access the Site or Service, you must complete the registration process by providing the complete and accurate information requested on the registration form. You will also be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use the account, username, or password of someone else at any time. You agree to notify Company immediately on any unauthorized use of your account, username, or password. Company shall not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge. You may be held liable for any losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

3. **SITE SERVICES AND CONTENT.** The Site and all its contents including, but not limited to, all information, text, messages, images, photos, illustrations, designs, icons, video clips, sounds, files, trademarks, copyrighted material, trade dress, software, specifications, catalogs, literature, technical information, advertisements and other content or materials on the Site (collectively, “Site Content”) are owned by Company or its licensors. Company grants you a limited license to access and use the Site and Site Content solely for informational, personal and non-commercial purposes. You are prohibited from downloading (other than page caching) modifying, or making any other use of the Site or Site Content, except with Company’s express written consent. Any course content that is available for download is for personal use only by the paid subscriber, and may not be distributed to anyone who has not purchased the course. Equibrado Equestrian shall have the right at any time to modify, update, change or discontinue any aspect or feature of EquibradoEquestrian.com, including, but not limited to, courses, content, hours of availability, and equipment needed for access or use.

4. **LINKING.** If you are interested in placing links to the Site and Company’s logo on your website, a Linking Agreement can be obtained by emailing EQUILBRADOEQUESTRIAN@GMAIL.COM. Prior to placing a link on your website, you must obtain, read, agree to the terms and conditions of the Linking Agreement, and download the Equibrado Equestrian logo and create the EquibradoEquestrian.com link.

5. **LICENSE TO USE THE COURSES.** Upon payment (if applicable) and successful registration, Company grants you a non-exclusive, non-transferable, and revocable license to access and use the Courses for personal or educational purposes only. You may not reproduce, distribute, modify, or otherwise exploit the Courses for commercial purposes without prior written consent from Company.

6. **CHANGED TERMS.** Company shall have the right at any time to change or modify the terms and conditions applicable to Subscriber’s use of EquibradoEquestrian.com, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on EquibradoEquestrian.com, or by electronic or conventional mail, or by any other means by which Subscriber obtains notice thereof. Any use of EquibradoEquestrian.com by Subscriber after such notice shall be deemed to constitute acceptance by Subscriber of such changes, modifications or additions.

7. **COPYRIGHT INFRINGEMENT.** Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed on the rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company’s policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or,

if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Company's designated agent at:

Equilibrado Equestrian
c/o Copyright Manager
equilibradoequestrian@gmail.com

8. ALLEGED VIOLATIONS. Company reserves the right to terminate your use of the Service and/or the Site. To ensure that Company provides a high-quality experience for you and for other users of the Site and the Service, you agree that Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others.

9. NO WARRANTIES. COMPANY HEREBY DISCLAIMS ALL WARRANTIES. COMPANY IS MAKING THE SITE, ONLINE COURSES, AND ONLINE INSTRUCTION AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE COURSES OR VIRTUAL TRAINING AND IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT MAY RESULT FROM YOUR USE OF THE WEBSITE, VIRTUAL TRAINING, OR COURSES. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR COURSES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITIES. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

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11. AFFILIATED SITES. Company has no control over, and no liability for any third party websites, services or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither Company nor the Site has control over the content and performance of these partner and affiliate sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information or services provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Further, please note that from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content. Please note that you may be subject to additional and/or different terms, conditions, and privacy policies when you use third party sites, services, content, or software.

12. PROHIBITED USES. Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, sharing or disclosing any personal information that you do not have permission to share, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service; (g) using the website for any unlawful, fraudulent, or harmful purpose; or (h) posting offensive, abusive, defamatory, or discriminatory content. Any violation of system or network security may subject you to civil and/or criminal liability. All content, including but not limited to text, images, videos, logos, trademarks, and course materials, are the intellectual property of Equilibrado Equestrian or its licensors. All rights, title, and interest in such content are owned by Equilibrado Equestrian or its licensors, and users are granted only a limited license to use the content as specified in this Agreement. Except with Company's express written permission, you agree not to modify, copy, distribute, transmit,

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13. **TERMINATION OF ACCESS.** You agree that Company may in its sole discretion and at any time terminate your access to and use of the Site or any part thereof, with or without notice. You further agree that use of the Site and the Service shall be immediately terminated if you violate these Terms of Use. In the event of an account termination, annual subscription fees may be refunded for the unused portion of a subscription. Refer to #16, Refund Policy.

14. **ONLINE COMMERCE AND SECURITY.** The Web site allows you to purchase many different types of products and services (namely, subscriptions and courses) online that are provided by Company. When ordering services or products on the Web site, you must provide complete and accurate personal information consisting of your name, address, telephone number, e-mail address and credit card information, as well as any other information requested. By making a purchase, you agree to pay the listed price and any applicable taxes or fees. Payments are processed through a secure third-party payment processor, and you agree to comply with the terms and conditions of the payment processor.

You acknowledge and agree that the price of the services or products is subject to change without notice and that the services or products are subject to availability. The sale of the services or products is void where prohibited by law. Company, in its sole discretion, shall have the right, at any time after receipt of your order, to decline your order for any reason. In the event that the services or products are listed at an incorrect price, due to a typographical error or an error in pricing information, Company, in its sole discretion, shall have the right at any time after receipt of your order, to decline your order.

You release Company, and its officers, directors, employees, agents and their respective successors and assigns from any damages that you incur, and agree not to assert any claims against them, arising from your purchase or use of the services or products made available on the Web site or by third-party web sites through the Web site.

15. **ACCOUNT REGISTRATION.** To access certain features of the website and Courses, you may be required to create an account. When you register, you agree to provide accurate, complete, and up-to-date information. You are responsible for maintaining the confidentiality of your login credentials and are fully responsible for all activities that occur under your account. Subscriber accounts are intended for use by a single individual only. A Subscriber’s username and password should be kept private, and Company should be contacted immediately if it is suspected that the security of a Subscriber account has been compromised. Company employs pattern-matching and tracking technology to identify accounts that may have been shared with other people. This is against the terms and conditions stated here, and suspect shared accounts may be subject to warnings, account suspensions or terminations.

16. **REFUND POLICY.** Refunds and cancellations are governed by our **Refund Policy**, which is available on our website. Please review that policy carefully before making a purchase. We do not offer refunds on any memberships/subscription. If you cancel, your account will stop at the end of your cycle and you will no longer be billed. For gifts, no refunds will be granted after the gift has been purchased.

17. **COUPON CODES** – If you use a coupon code on an already discounted membership, you forfeit any “free” items that may come with it, above and beyond the membership itself.

18. **INDEMNITY.** You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost. You agree to indemnify and hold harmless Company, its affiliates, employees, agents, and partners from any claims, losses, liabilities, or expenses arising from your use of the website or Courses, or from your violation of this Agreement.

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20. **TRADEMARKS.** Trademarks referenced on the Site or belonging to Company, including, but not limited to: Equibrado Equestrian.

21. **GOVERNING LAW.** These Terms of Use shall be construed in accordance with and governed by the laws of the Province of Alberta and the federal laws of Canada, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the provincial or federal courts in Edmonton, Alberta, Canada in all disputes arising out of or related to the use of the Site or Service. If you are located in the European Union (EU), United States, or another jurisdiction, you agree that you will comply with any local laws that apply to the use of online services and education. As our website and Courses are accessible internationally, you agree to comply with all applicable local laws regarding the use of online courses, including those related to education, privacy, and data protection, such as the General Data Protection Regulation (GDPR) for EU users.

22. **SEVERABILITY; WAIVER.** If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the

same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

23. NO LICENSE. Except as otherwise provided herein, nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

24. NO OTHER RELATIONSHIP. This Agreement shall not be construed or deemed to create any partnership, joint venture, agency, franchise, or other form of agreement or relationship than as expressly set forth herein.

25. ALBERTA USE ONLY. The Site is controlled and operated by Company from its offices in the Province of Alberta. Company makes no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any province or jurisdiction other than Alberta.

26. MODIFICATIONS. Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time without notice or liability to you. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

27. ACKNOWLEDGEMENT. BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

If you have any questions or concerns regarding these Terms and Conditions, please contact us at:

Equilibrado Equestrian
Email: equilibradoequestrian@gmail.com
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