

## **HORSELINC TERMS OF USE**

### **PLEASE READ THESE TERMS OF USE CAREFULLY**

Last Updated: January 2, 2018

The HorseLinc application is owned and operated by Horse Apps, LLC (collectively, "Horse Apps", "we" or "us"). These Terms of Use apply to your use of the HorseLinc application or website (the "Website"):

You should carefully read these Terms of Use. Your access to and use of this Website are governed by these Terms of Use, which are a legally binding contract between you and Horse Apps. In addition, when using a particular service and/or accessing certain materials on or through this Website, you will be subject to any posted terms, conditions and rules applicable to the service and/or materials, which are incorporated into these Terms of Use and govern any conflict or inconsistency with these Terms of Use. Your use of this Website is also governed by our Privacy Policy.

**IF YOU DO NOT UNDERSTAND, ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE YOU SHOULD NOT DOWNLOAD THE WEBSITE.**

### **AMENDMENTS TO TERMS OF USE**

Horse Apps reserves the right to change the terms and conditions of these Terms of Use, the Privacy Policy and/or any of its other terms, conditions and rules relating to the Website, at any time in its sole discretion. Horse Apps shall notify you of such changes. Continued use of the Website after any such changes have been posted shall constitute your agreement to them.

### **THIRD PARTY SERVICE PROVIDERS**

Horse Apps may use third party service providers to help develop and maintain this Website, to provide specific services offered through this Website, and to help service your Account. You agree that the terms and conditions set forth in these Terms of Use, including all disclaimers of warranties and limitations of liability, inure to the benefit of any third party service providers engaged by Horse Apps. All references to Horse Apps are deemed to include its agents and service providers. All agents and service providers of Horse Apps will be authorized to use your personal information only for the purpose for which they are hired.

### **WEBSITE MATERIALS, SERVICES AND SOFTWARE**

Through this Website, Horse Apps may make available to you: (a) certain audio and visual articles, text, information, data, images, illustrations, photographs, video, documents and other materials contained or displayed in or made available through the Website (collectively, "Materials"); and (b) various services and functionality (collectively, "Services").

Horse Apps and its licensors grant to you a personal, non-exclusive, non-transferable license to: (a) access and view the Materials; and (b) use the tools and software on the Website (collectively, "Software") solely for your own informational, financial and non-commercial use (except with respect to individuals selling service). In these Terms of Use, all references to the "Website" shall be deemed to include all "Software," "Materials" and "Services," unless otherwise expressly indicated. All rights not expressly granted by Horse Apps to you are retained by Horse Apps, and you may not use the Website and/or any element of the Website in any manner or for any purpose not expressly authorized by these Terms of Use. The rights granted to you do not include, and are not applicable to, the design or layout of the Website, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

The Website design, text and graphics, and the selection and arrangement of such elements are copyrighted and are protected by worldwide copyright laws and treaty provisions. Unless otherwise indicated, all product and service marks and logos displayed on the Website are subject to the trademark rights of Horse Apps, its affiliates, or its business partners. You shall not: (a) remove or destroy any proprietary rights marks or legends on or in the Website; (b) modify, enhance, adapt, translate, or create derivative works of the Website; (c) republish, post, transmit, transfer, distribute, assign, sublicense, rent, lease or sell the Website; (d) decompile, disassemble or reverse engineer the Website; (e) reproduce or make copies of the Website; (f) "frame" or "mirror" the Website on any other server or Internet-based device; and/or (g) access, view, download, print, use and/or display the Website for any commercial or other money-making purpose; (h) download or copy Account information for the benefit of another merchant; (i) use any data mining, robots, or similar data gathering and extraction tools; or (j) use any meta tags or any other "hidden text" utilizing Horse Apps's name or trademarks without our express written consent. You acknowledge that certain elements of the Website are, or may in the future be, licensed to Horse Apps by third parties and that the availability of such elements may cease automatically, without notice or liability on the part of Horse Apps.

Our trademarks cannot be used without an express, written license agreement. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Horse Apps. All other trademarks not owned by Horse Apps that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Horse Apps.

Horse Apps and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Website, and all elements thereof. Except for the express licenses granted to you herein, you neither have nor acquire any rights, title or interests in or to the Website, or any element thereof.

#### **SITE ACCESS, REGISTRATION, AND PASSWORDS**

As a condition to using certain aspects of the Service, you may be required to register with Horse Apps and select a password and screen name ("User ID"). You shall provide Horse Apps with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of these Terms of Use, which may result in immediate termination of your Horse Apps Account. You shall not (i) select or use as a User ID or domain a name of another person with the intent to impersonate that person; (ii) use as a User ID or domain a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID or domain a name that is otherwise offensive, vulgar or obscene. We reserve the right to refuse registration of, or cancel a User ID and domain in its sole discretion.

You are solely responsible for the security of online access to this Website, including access to any user account ("Account"), and you must take precautions to protect the confidentiality of your password and User ID. You should not share your password or User ID with any other person or entity. You are solely responsible for verifying the accuracy of all transactions placed in your Account and for ensuring that you receive a confirmation for all transactions placed for your Account.

You should contact Horse Apps immediately if you suspect unauthorized use of your password or User ID, or any other unauthorized activity on your Account. You are and will be responsible for all activities conducted on and with the Website that make use of your password and/or User ID, and for any charges or fees incurred by the use of that password and/or User ID, including any use you may subsequently contend was not authorized by you. Horse Apps may justifiably assume that any orders or instructions received through any electronic systems and placed under your Account or password were placed or authorized by you.

## **ELIGIBILITY**

**The Service is available only to individuals who are at least 13 years old.** You represent and warrant that you are of legal age to form a binding contract, and that all registration information you submit is accurate and truthful. Horse Apps may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

## **USER CONTENT**

The Service provides you with the ability to upload or otherwise provide information, data, text, software, photographs, graphics, messages, products, services and/or other materials (individually and collectively, "Content"). All Content is the sole responsibility of the person by whom the Content was posted. This means that you, and not us, are solely responsible for all Content that you upload, post, transmit or otherwise make available through or on this Website. You are also solely responsible for all Content posted under your Account. Horse Apps does not control the Content posted on or through this Website and, therefore, Horse Apps does not guarantee the accuracy, integrity or quality of such Content. You represent and warrant that (i) you own or otherwise control all of the rights to the Content that you post; (ii) that the Content is accurate; (iii) use of the Content you supply does not violate this policy; (iv) the Content does not infringe any intellectual property or other rights of any third party and does not violate any applicable laws or regulation; and (v) the Content will not cause injury to any person or entity.

Should Content be deemed illegal, Horse Apps will cooperate with the proper authorities, including but not limited to submitting all necessary information to them. If we determine, in our sole discretion, that any Content submitted by you is offensive or inappropriate we may ask you to retract or modify the Content in question or we may terminate your Account. We have no obligation, however, to restrict or monitor Content in any way.

You may see or read things that you do not like or agree with on our Website. You understand that by using our Website, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available through our Website. You acknowledge that we do not have any obligation to pre-screen Content, although we reserve the right, in our sole discretion, to refuse, move, or delete any Content.

You are solely responsible for any use or reliance on the Content, including on its accuracy, completeness, or usefulness. You acknowledge that we do not have any obligation to pre-screen Content, but that we and our designees shall have the right (but not the obligation) in our sole discretion to refuse or remove any Content that is available through our Website. Without limiting the foregoing, we and our designees shall have the right to remove any Content that violates these Terms of Use or any other applicable policy or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

We do not want to receive any confidential or proprietary information from you through this Website or by email. Unless otherwise agreed in writing by an authorized Horse Apps employee, any material, information or idea you transmit to Horse Apps or the Website by any means may be disseminated or used by Horse Apps without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. However, this provision does not apply to personal information that is subject to our Privacy Policy.

We do not claim ownership of the Content you upload, place or post through this Website. You are responsible for protecting your rights in such Content and are not entitled to our help in protecting such Content.

### **PROHIBITED BEHAVIORS**

Your ability to use this Website and contribute to discussions depends on your compliance with community standards and the conduct guidelines set forth in these Terms of Use, including the section "User Content," above. If you fail to conduct yourself appropriately, we may revoke your privileges to use all or a portion of this Website and/or take other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention.

The following is a non-inclusive list of behaviors that are not permitted on the Website. You agree not to:

1. upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, any of our employees, company officials, directors, shareholders, agents, representatives or users, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content posted, transmitted or otherwise made available through the Website;
5. upload, post or otherwise transmit any Content that you do not have a right to upload, post or otherwise transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
7. upload, post, or otherwise transmit unsolicited commercial email or "spam". This includes unethical marketing, advertising, "chain letters" or any other practice that is in any way connected with "spam", such as (a) sending mass email to recipients who haven't requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;
8. upload, post or otherwise transmit any material that contains software viruses, Trojan horses, malware or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or intercept messages sent from a computer or communications device;
9. interfere with or disrupt the Website or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
10. intentionally or unintentionally violate any applicable local, state, national or international law;
11. "stalk" or otherwise harass another;
12. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals, which may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;
13. use the Website as a forwarding service to a website or other application;
14. allow usage by others in such a way as to violate these Terms of Use or any other applicable policy;
15. take any steps to interfere with or in any manner compromise any of our security measures;

16. use the Website for fraudulent purposes;
17. harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
18. sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to your Account, or password, including, without limitation, on or through the use of any third party website or service;
19. copy the Website or any portion thereof (other than as provided under United States copyright laws);
20. remove any proprietary notices from this Website;
21. cause, permit or authorize the modification, creation of derivative works, or translation of this Website without Horse Apps' express permission;
22. sell, assign, rent, lease, act as a service bureau, or grant rights in the Website including, without limitation, through sublicense, to any other person or entity;
23. attempt to decompile, reverse engineer, disassemble, modify or hack this Website or to defeat or overcome any encryption and/or digital rights management technology implemented by Horse Apps with respect to this Website and/or data transmitted, processed or stored by Horse Apps or this Website; or
24. use this Website for the benefit of any third party or in any manner not permitted by this policy, or otherwise exceed the scope of our services that you have signed up for (i.e., by accessing and using the tools that you do not have a right to use).

## **INTELLECTUAL PROPERTY RIGHTS**

### ***Ownership and License***

Horse Apps will not have any ownership rights in any elements of your Content; however, Horse Apps requires certain licenses to perform the Services. By uploading, placing or posting Content through this Website, you grant and its authorized sublicensees and distributors, if any, a perpetual, irrevocable, world-wide, royalty-free, non-exclusive and fully sublicensable license to use, distribute, reproduce, modify, adapt, translate, publicly perform, publicly display, and create derivative works from the Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed, for any purpose associated with the Website or Service.

## **PRICING AND PAYMENT**

You understand and agree that Horse Apps is a platform that users may use to sell their goods and services (“Products”) and that such users (“Sellers”) are solely responsible for such Products. By purchasing Products through the Website, you are agreeing to purchase the Products selected. Your payment for the ordered Products is due at the time you submit your order. When you submit your order, your credit card will be charged for the Products in accordance with the payment terms and conditions or the third party payment processor we utilize for such transactions. You warrant that if you enter into a transaction, then you shall be able to make full and immediate payment for the requested Products.

All sales of goods and services are final (except where prohibited by law), unless otherwise determined by the Seller. If you do not receive the Products or otherwise have an issue with the Products delivered, please contact Horse Apps with your request and proof of payment, and we will attempt to resolve your issue. At Horse Apps’s sole discretion, you may be credited or refunded for the Products. However, it is ultimately the responsibility of you and the Seller to resolve any payment or other issues related to the Products.

Your total price for Products will include the price of the Products plus Horse App’s convenience fee and any applicable sales tax; such sales tax is based on your location and the sales tax rate in effect at the time you purchase the product.

## **SELLER FEES AND PAYMENT**

As your sole and exclusive consideration for the Products you provide to other Horse Apps users, you shall be entitled to the fee paid by such user less Horse App's convenience fee (which is subject to change at any time at Horse App's discretion) and any applicable sales tax.

Horse Apps may withhold any taxes, duties, charges or levies on payments by Horse Apps to you pursuant to this Agreement as may be required by applicable law, rule or regulation. Horse Apps shall remit any such withheld taxes, duties, charges or levies to the appropriate tax authority. You shall complete any required tax documentation as provided to you by Horse Apps upon Horse Apps's request. Failure to do so shall negate Horse Apps's payment obligations to you.

When you receive a payment for Products sales, you are liable to Horse Apps for the full amount of the payment sent to you if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the amount of the payment sent by the buyer if there is a chargeback, a dispute, or if there is a reversal of the payment. You agree to allow Horse Apps to recover any amounts due to Horse Apps by debiting your Account. If there are insufficient funds to cover your liability, you agree to reimburse Horse Apps through other means.

Horse Apps retains the right, but does not have the obligation, to immediately halt the offering or sale of any Products, prevent or restrict access to the Website or the Services or take any other action in case of technical problems, objectionable material, inaccurate listings, or actions otherwise prohibited by the procedures and guidelines contained on the Website, or for any other reason in the sole and absolute discretion of Horse Apps, and to correct any inaccurate listing or technical problems on the Website. Horse Apps may immediately halt the offering or sale of any Products upon receipt of notifications of claimed infringement, upon acquiring knowledge of actual infringement, or becoming aware of facts or circumstances from which infringing material is apparent with respect to any Products.

## **PRIVACY**

You agree that Horse Apps may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, support, and other services to you (if any) related to the Website. Horse Apps may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you. Your use of our Website is subject to our Privacy Policy. Please read it so that you understand the parameters of privacy when using our Website. Keep in mind, however, that the information you make available as part of your public profile, and the information that you voluntarily post on this Website, are public and are not protected under our Privacy Policy.

We reserve the right to monitor some, all, or none of the areas of this Website for adherence to these Terms of Use. You acknowledge that by providing you with the ability to post information and sell Products on this Website, we are acting as a passive conduit for distribution and we are not undertaking any obligation or liability relating to any postings or activities on this Website.

## **THIRD PARTY INFORMATION**

Please be aware that when you are on the Website, you could be directed to websites that are beyond Horse Apps's control. Horse Apps is not responsible for the content of any linked site or any link contained in a linked site owned or controlled by a third party. Horse Apps reserves the right to terminate any link or linking program at any time. Horse Apps provides such links only as a convenience to you. Horse Apps has not endorsed, tested or verified any information, programs, companies, or products on

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### **TERRITORY**

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### **DISCLAIMER OF WARRANTIES**

THIS WEBSITE, INCLUDING ALL MATERIALS, SERVICES, SOFTWARE, INFORMATION AND OTHER CONTENT AVAILABLE ON AND/OR THROUGH THIS WEBSITE, IS PROVIDED BY HORSE APPS "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CONTINUED AVAILABILITY, QUALITY, ACCURACY AND/OR SYSTEM COMPATIBILITY. IN ADDITION, NO WARRANTIES SHALL ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

BY USING THIS WEBSITE, YOU ASSUME ALL OF THE RISKS ASSOCIATED WITH SUCH USE, AND YOU EXPRESSLY RELEASE HORSE APPS, AND ITS THIRD PARTY INFORMATION AND SERVICE PROVIDERS, FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LOSSES ARISING FROM OR CONNECTED WITH SUCH RISKS. YOU ACKNOWLEDGE THAT: THE WEBSITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS; THE WEBSITE MAY BECOME INOPERABLE OR OTHERWISE UNAVAILABLE FOR PERIODS OF TIME; MATERIALS AND/OR SERVICES ON THE WEBSITE MAY BE OR BECOME OUT OF DATE AND HORSE APPS MAKES NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES. HORSE APPS ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION, DOCUMENTS, SOFTWARE, MATERIALS AND/OR SERVICES WHICH ARE REFERENCED BY OR LINKED TO THIS WEBSITE. REFERENCES TO THIRD PARTIES, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

### **LIMITATION OF LIABILITY**

REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, AND EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL HORSE APPS, ITS AFFILIATES, ITS LICENSORS AND/OR ITS SERVICE PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN ASSOCIATION WITH THE WEBSITE, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY OR BUSINESS INTERRUPTIONS; OR (C) TOTAL DAMAGES IN EXCESS OF (IN THE AGGREGATE) FIFTY DOLLARS (\$50.00). SOME STATES DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. ANY CLAIM RELATED TO THE WEBSITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM.

HORSE APPS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DELAY OR FAILURE IN THE WEBSITE, OR ANY COMPONENT THEREOF, OR YOUR ABILITY TO ACCESS OR USE THE WEBSITE, RESULTING FROM CAUSES OUTSIDE OF HORSE APP'S CONTROL, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, ACCIDENTS, STRIKES, FIRES, WAR OR ACTS OF GOD.

#### **INDEMNITY**

You agree to indemnify and hold Horse Apps, and its parents, subsidiaries, affiliates, officers, agents, co-branders, partners, licensors, and employees, harmless from any alleged claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content or Products, your use of this Website, your connection to this Website, your violation of these Terms of Use or any other applicable policy, your violation of any rights of another, or breach of any representation or warranty made by you under these Terms of Use, whether you are a registered user or not. You are solely responsible for your actions when using this Website, including, but not limited to, costs incurred for providing or receiving Products.

#### **TERMINATION**

Horse Apps may terminate your access to this Website at any time and for any reason without prior notification. Additionally, Horse Apps may modify this Website at any time, and continuing to use the Website constitutes your agreement to such modifications. We may also, in our sole discretion and at any time, with or without notice, discontinue this Website or any portion of it, restrict the time the Website is available, or restrict the amount of use permitted. You agree that we may terminate or restrict your access to this Website under these Terms of Use or under any other applicable policy without prior notice, and acknowledge and agree that we may immediately deactivate or delete your Account, as applicable, and all related information and files. We reserve the right to bar any further access to such files and this Website. You agree that we will not be liable to you or any third-party for any termination of your Account or access to this Website. Provisions that survive termination of these Terms of Use are those relating to ownership, limitations of liability, indemnification and others which by their nature are intended to survive.

#### **APPLICABLE LAW, SEVERABILITY AND WAIVER**

In order to ensure consistency in the interpretation and enforcement of these Terms of Use and Horse Apps' rights in the Website, these Terms of Use will be governed exclusively by Michigan law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation or dispute arising between you and Horse Apps related, in any way, to the Website and/or these Terms of Use, and/or any and all disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained before the Circuit Court for Kent County, Michigan or the United States District Court for the Western District of Michigan, Southern Division. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these Terms of Use shall remain in full force and effect.

The failure of Horse Apps to enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Horse Apps in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these Terms of Use.

### **SOCIAL NETWORKING AND MARKETPLACE USE**

Your ability to use this Website and contribute to discussions depends on your compliance with community standards and the conduct guidelines set forth in these Terms of Use, including the section "User Content," above.

To use the social networking or marketplace functionality of the Website, you must register and create an Account with us. You must select an identity and password for your Account. By opening an Account with us, you promise not to: (a) select or use the identity of another person with the intent to impersonate that person; (b) use a name subject to the rights of any other person without authorization; (c) use an identity that we, in our sole discretion, deem inappropriate or offensive; or (d) breach any representation, warranty or promise made by you in this policy regarding your Account.

Those features requiring registration are intended for adults who are at least 18 years of age and have reached the age of majority under applicable law. In consideration for your use of these features, you represent that you are of legal age to form a binding contract and are legally able to receive services under the laws of the United States. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by our registration form, and (b) maintain and promptly update your Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of our Website and its related services. Please keep in mind that registering an Account for certain features of our Website may require the submission of information such as your email address or mailing address.

By becoming a user of the social networking or marketplace features on our Website, certain profile information about you will automatically be displayed, posted, and visible to all users of the Website. You can change how this information is displayed through your Account settings. By using our Website, you consent to Horse Apps' display, disclosure and use of your information and Content as set forth above and you agree to use caution and care in evaluating and selecting your Account settings and information before using this Website and posting any information to it. You, your heirs, executors, administrators and assigns agree not to hold us liable for any and all claims, liabilities and/or damages of any kind whatsoever that arise out of or relate in any way to your interaction with others and/or with Horse Apps through this Website.

### **DIGITAL MILLENNIUM COPYRIGHT NOTICES**

Notices and demands made pursuant to the Digital Millennium Copyright Act Section 512(c), 17 U.S.C. § 512(c) should be submitted to:

President  
Horse Apps, LLC  
2885 Sanford Ave SW #43748  
Grandville, MI 49418

### **SEVERABILITY**

If any one of our terms is deemed invalid, void, or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

**ADDITIONAL TERMS FOR USERS ACQUIRING THE APP FROM APPLE, INC.**

In addition to all other terms contained herein, if you download the App from Apple, Inc. (“Apple”) (e.g. through iTunes or the Mac App Store), you acknowledge and agree that Horse Apps, not Apple, is solely responsible for the App, any applicable warranties and support thereunder, any claims that may arise as a result of your use of the App or Products purchased or sold pursuant to the App, and any third party claims that the App infringed on the intellectual property rights of another. Additionally, you represent and warrant that you are not located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country and that you are not listed on any U.S. government list of prohibited or restricted parties. Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms of Use, and upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Use against you as a third party beneficiary thereof.

**CONTACTING US**

If you have additional questions, please contact us at any time by email at [info@horselinc.com](mailto:info@horselinc.com) or by phone at (888) 980-5462.

*Effective Date: 1/22/2018*