

FEEL OF A HORSE

TERMS & CONDITIONS OF SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY.

IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE.

IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES.

THIS TERMS & CONDITIONS OF SERVICE AGREEMENT (T&CSA)
IS EFFECTIVE December 23, 2018.

BY ACCESSING OR USING www.feelofahorse.com (referred to as “the Site”) AND OUR SERVICES, YOU AGREE TO BE BOUND BY THESE EXPRESSLY STATED TERMS, AND ALL TERMS THEY CONTAIN, AND BY REFERENCE.

Acceptance of Terms & Conditions of Service

The following Terms and Conditions of Service Agreement (the “T&CSA”) is a legally binding agreement that shall govern the relationship with each user, and others who may interact or interface with LESLIE DESMOND, LESLIE DESMOND SCHOOL OF HORSEMANSHIP, LLC, FEEL of a HORSE, THE FEEL of a HORSE, (hereinafter referred to as “we”, “us”, “our”, “owner”)and any associates, affiliates, and subsidiaries in association with the use of the website, which includes <https://www.feelofahorse.com>, (the “Site) and its Services, which are outlined below.

Website Purpose and Services Offered

The Site is an interactive, multi-dimensional, multi-function, online learning platform created for the benefit of horses, ponies, mules and donkeys, and for anyone who cares for and about them, or is involved with them in any way, and can best be described as follows:

FEEL of a HORSE is an online educational platform that includes a video library, audio library, live recordings and taped interactive sessions with members, discussion forum (with a focus on the care, upkeep, and training of horses) live question and answer (Q & A) sessions, One-on-One private coaching options, and an independently owned online shop.

Any and all visitors to this Site shall be referred to as “users” of the Services provided here for the purpose of this T&CSA.

The user acknowledges and agrees that the Services provided and made available through this website and its applications, which includes mobile applications and that those applications may be made available on various social media networking Sites and numerous other platforms and downloadable programs, are the sole property of Leslie Desmond, Leslie Desmond School of Horsemanship, LLC, and FEEL of a HORSE.com

The Site may, at any time, offer additional products and / or website Services, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated.

We reserve the right to cancel any of the Services and/updates or products. You, as the end user acknowledge, accept and agree that we shall not be held liable for any modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after the posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications. For this reason, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the Site and end your membership; by accepting these Terms and Conditions of Service you agree that you will immediately stop using the provided Services.

Additionally, each user understands, acknowledges, and agrees that the Services offered shall be provided "AS IS"; we do not, and will not, assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personal settings.

Privacy Policy

Every member's registration data and various other personal information are strictly protected by the "FEEL of a HORSE Online Privacy Policy" (see the full Privacy Policy at <https://www.feelofahorse.com/privacy-policy/>). As a member, you consent to the collection and use of the information you provide, including the transfer of information within the United States and/or other countries for storage, processing or use by us and/or our subsidiaries and affiliates.

Interstate Communications

Upon registration, you hereby acknowledge that by using <https://www.feelofahorse.com> to send electronic communications, which would include, but are not limited to, email, searches, instant messages, uploading of files, photos and/or videos, you will be causing communications to be sent through our computer network.

Through your use, and your agreement with this T&CSA, you are acknowledging that the use of this Service shall result in interstate transmissions.

Global Use and Export and Import Compliance Warning

By using our network, you agree to comply with all local rules relating to online conduct and that which is considered acceptable Content.

Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).

In addition, if you decide to use this Site you state and pledge that you:

1. are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>), and are not a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
 - agree not to transfer any software, technology or any other technical data through our network Services to any export-prohibited country;
 - agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
 - agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

Content uploaded, Contributed or Made Available to our Site

We do not, and will not, claim ownership of any content submitted by any visitor or user, nor make such content available for inclusion on our website Services.

Therefore, as a user of this Site, you grant and allow for we the below listed *worldwide, royalty-free and non-exclusive licenses*, as applicable:

- The content submitted, or made available for inclusion on the publicly accessible areas of our Sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display all content that you placed on / or contributed to the Site for the sole purpose of providing and promoting the specific area to which this content was

placed and/or made available for viewing. This license shall be available so long as you are a member of our Site. It terminates when you decide to discontinue your membership.

- Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of our Site, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display all content placed on / contributed to our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of our Sites and shall terminate at such time when you elect to discontinue your membership.
- For any other content submitted or made available for inclusion on the publicly accessible areas of Leslie Desmond and Feel FEEL of a HORSE's Sites, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works, in any arrangement or medium currently used, or developed later.

Those areas which may be deemed "publicly accessible" areas of our Sites are explicitly the areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to users. However, those areas which are not open to the public, and thus available to members only, would include our, live discussions and/or training sessions, live Question and Answer (Q & A) sessions, internal mail system, and instant messaging.

Contributions to our Website

We provide an area for our users to contribute feedback to our website. When you submit ideas, documents, suggestions and/or proposals ("Contributions") to our Site, you acknowledge and agree that:

- your contributions do not contain any type of confidential or proprietary information;
- we shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- we are entitled to make use of and/or disclose any Contributions in any such manner as they may see fit;
- we are under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

Indemnity

All users herein agree to insure and hold we, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a

user of our Site may submit, post, modify, transmit or otherwise make available through our Services, the use of Services or your connection with these Services, your violations of the T&CSA and/or your violation of any such rights of another person.

Commercial Re-use of Services

The user agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to our Sites.

Modifications

We shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof. The unused, prorated portion of any monthly membership fee will be refunded.

Advertisers

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you agree that we shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

Links

We, or any third parties, may provide links to other websites and/or resources. You acknowledge and agree that we are not responsible for the availability of any such external Sites or resources, and we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from third party Sites or resources. Furthermore, you acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of, or the reliance on, any content, goods or Services made available on, or through, any such Site or resource.

Proprietary Rights

You acknowledge and agree that our Services and any essential software that may be used in connection with our Services (“Software”) shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. You acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law

or as authorized by we or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on our Services (e.g. Content or Software), in whole or part.

We grant your personal, non-transferable and non-exclusive rights and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. And, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by us for your use in accessing our Services.

Warranty Disclaimers

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- THE USE OF OUR SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE ARE PROVIDED ON AN “AS IS” AND/OR “AS AVAILABLE” BASIS. WE, AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS *EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.*
- WE AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTIES THAT (i) THE EDUCATION and INFORMATION SERVICES PROVIDED, OR SOFTWARE, WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT ANY RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE OUR SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.
- ANY INFORMATION OR MATERIAL VIEWED or HEARD or DOWNLOADED, OR OTHERWISE OBTAINED BY WAY OF we SERVICES OR SOFTWARE SHALL BE ACCESSED AT YOUR SOLE DISCRETION AND SOLE RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY INFORMATION OR MATERIAL.

- NO OTHER SOURCE OF ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM US, OR BY WAY OF, OR FROM, OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS & CONDITIONS.
- A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

Limitation of Liability

- YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT WE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF LIFE, PROPERTY, ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:
 - THE USE OF OUR SERVICES, OR INABILITY TO USE OUR SERVICES;
 - THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
 - UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
 - STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON or CONNECTED TO OUR SERVICE;
 - AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

Release

In the event you have a dispute, you agree to release us (and our officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown,

suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

Special Admonition Related to Financial Matters

Should you intend to create or to join any service, receive or request any such news, messages, alerts or other information from our Services concerning companies, stock quotes, investments or securities, please review the above Sections Warranty Disclaimers and Limitations of Liability again. In addition, for this information, the phrase “Let the investor beware” is appropriate. We provide content primarily for informational purposes, and no content that is now, or will be provided or included in our Services is intended for trading or investing purposes. We and our licensors will not be responsible or liable for the accuracy, usefulness or availability of any information transmitted and/or made available by way of our Services and will not be responsible or liable for any trading and/or investment decisions based on any such information.

Exclusions and Limitations

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

Third-Party Beneficiaries

You acknowledge, understand and agree, unless otherwise expressly provided in this T&CSA, that there are not, and will be no third-party beneficiaries to this agreement.

Notice

We may furnish you with notices, including those with regards to any changes to the Terms and Conditions, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known; or, any which may be developed later. Any notices of this nature may not be received if you violate any aspects of the T&CSA by accessing our Services in an unauthorized manner. Your acceptance of this T&CSA constitutes your agreement that you have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

Trademark Information

You acknowledge, understand and agree that all our trademarks, copyrights, trade names, service marks, logos and any brand features, and/or product and service names are trademarks that belong to Leslie Desmond and her companies and will remain her/ their property.

You agree not to display and/or use our logos or marks in any manner, without obtaining Leslie Desmond's legally notarized consent.

Copyright or Intellectual Property Infringement

Claims Notice & Procedures

We will always respect the intellectual property of others, and we ask that all our users do the same. With regards to appropriate circumstances and at its sole discretion, we may disable and/or terminate the accounts of any user who violates our T&CSA and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- A description of the location of the Site which you allege has been infringing upon your work;
- Your physical address, post address (if different) telephone number, and email address;
- A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law
- And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Leslie Desmond and FEEL of a HORSE

Attn: Copyright Agent

P. O. Box 125

Bath, NH 03740

Telephone: 1-602-228-7612 inside USA / Canada; 001-602-228-7612 Outside USA/Canada

Email: info@feelofahorse.com

Closed Captioning

BE IT KNOWN, that we comply with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content.

GENERAL INFORMATION

Entire Agreement

This Terms and Conditions Services Agreement constitutes the entire agreement between you and we, and shall govern the use of our Services, superseding any prior version of this Terms and Conditions between you and us with respect to our Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other our Services, affiliate Services, third-party content or third-party software.

Choice of Law and Forum

It is at the mutual agreement of both you and we with regard to the Terms and Conditions that the relationship between the parties shall be governed by the laws of the state of New Hampshire without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the Terms and Conditions, or the relationship between you and we, shall be filed within the courts having jurisdiction within the Grafton, New Hampshire, or the U.S. District Court located in said state. You and Leslie Desmond agree to submit to the jurisdiction of the courts as previously mentioned and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

Waiver and Severability of Terms

At any time, should we fail to exercise or enforce any right or provision of the T&CSA, such failure shall not constitute a waiver of such right or provision. If any provision of this T&CSA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the T&CSA remain in full force and effect.

Statute of Limitations

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the T&CSA must be filed within 1 year(s) after said claim or cause of action occurred, or will be forever barred.

Violations

Please report any and all violations of this T&CSA to us, as follows:

Mailing Address:

Leslie Desmond and FEEL of a HORSE

PO Box 125

Bath, NH 03740

Telephone: 1-602-228-7612 inside USA / Canada; 001-602-228-7612 Outside USA/Canada

Email: info@feelofahorse.com