

TERMS AND CONDITIONS

BY CREATING AN ACCOUNT OR SIGNING AN ORDER CONFIRMATION THAT REFERS TO THIS AGREEMENT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) GOVERNING YOUR USE OF THE ONLINE SERVICES OF EQUUSONE SRLS (THE “COMPANY” OR “EQUUSONE” HEREIN), INCLUDING BUT NOT LIMITED TO THE USE OF SOFTWARE COMPONENTS ON A HOSTED BASIS (COLLECTIVELY, THE “SERVICE”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE “I DECLINE” BUTTON AND NOT SIGN AN ORDER CONFIRMATION, AND YOU MAY NOT USE THE SERVICE.

1. Acceptance of Terms

Equusone srls, providers of MyEquusTeam mobile application (the “Services”), is a Company dedicated to providing equine management services. Your use of this site is completely voluntary, but if you do use our site you agree to be contractually bound by these Terms and Conditions, our posted Guidelines or any modifications to the Terms and Conditions or Guidelines. Should you object to any terms herein, subsequent modifications or become dissatisfied with Equusone for any reason, you may at any time immediately discontinue use of the Service.

2. Modifications to this Agreement

Equusone, reserves the right, at any time and within our sole discretion, to change these terms by posting it on the homepage of the Service. It is your obligation to review these terms when updates or revisions have been posted and your continued use of the Service constitutes your agreement to the most current version of the Terms and Conditions.

3. Services

You can find a description of our Service options on our website, and we will explain which Service options are available to you when you create a MyEquusTeam account. Certain options are provided to you free-of-charge.

- a. The MyEquusTeam Service that does not require payment is currently referred to as the “Free Service.” Other options require payment before you can access them (the “Paid Subscriptions”). We may also offer special promotional plans, memberships, or services, including offerings of third-party products and services in conjunction with or through the MyEquusTeam Service. We are not responsible for the products and services provided by such third parties. We reserve the right to modify, terminate or otherwise amend our offered subscription plans and promotional offerings at any time in accordance with these Terms.

- b. The Unlimited Service may not be available to all users. We will explain which services are available to you when you are signing up for the services. If you cancel your subscription to the Unlimited Service, or if your subscription to the Unlimited Service is interrupted (for example, if you change your payment details), you may not be able to re-subscribe for the Unlimited Service. Note that the Unlimited Service may be discontinued in the future, in which case you will no longer be charged for the Service.

If you have purchased or received a code, gift card, pre-paid offer or other offer provided or sold by or on behalf of MyEquusTeam for access to a Paid Subscription (“Code”), separate terms and conditions presented to you along with the Code may also apply to your access to the Service and you agree to comply with any such terms and conditions. You may also purchase access to a Paid Subscription through a third party. In such cases, separate terms and conditions with such third party in addition to the Agreements may apply to your access to the Service.

- c. Trials. From time to time, we or others on our behalf may offer trials of Paid Subscriptions for a specified period without payment or at a reduced rate (a “Trial”). MyEquusTeam may determine your eligibility for a Trial, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.

For some Trials, we’ll require you to provide your payment details to start the Trial. By providing such details you agree that we may automatically begin charging you for the Paid Subscription on the first day following the end of the Trial on a recurring monthly basis or another interval that we disclose to you in advance. **IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION BEFORE THE END OF THE TRIAL BY CLICKING HERE IF YOU SIGNED UP FOR THE TRIAL THROUGH MYEQUUSTEAM, OR IF YOU RECEIVED YOUR TRIAL THROUGH A THIRD PARTY, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH THE THIRD PARTY.**

4. License Grant & Restrictions

Equusone hereby grants you a non-exclusive, non-transferable, limited, revocable, worldwide right to use the Service during the Term, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Equusone and its licensors. You may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking, reverse engineering, or other competitive purposes. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) embed the Service as a frame from within another application; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using ideas, features, functions or graphics that are similar to those related to the Service, or (c) copy any ideas, features, functions or graphics of the Service. The proper

assignment of username and passwords for the Service and adherence to all terms of this Agreement and Order Confirmation are your sole responsibility. You are responsible for maintaining the confidentiality of your usernames, passwords and accounts. Usernames and passwords may not be shared by more than one individual, and may not be transferred from one individual to another unless the original User no longer requires, and is no longer permitted, access to the Service. You may use the Service only for your internal business purposes and shall not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein, or Equusone's sites, servers or networks; (iii) attempt to gain unauthorized access to the Service or its related systems or networks; or (iv) take any action that imposes an unreasonably or disproportionately large load on Equusone's infrastructure. Equusone shall be entitled to adjust the scope of the Service and the underlying technical infrastructure to reflect the continuing development of the Service and technical advances.

5. Your Responsibilities

- a. You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Equusone immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) not provide false identity information to gain access to or use the Service; (iv) not use the Service to defame, abuse, harass, threaten or otherwise violate the legal right of others; (v) not publish, post, upload, email, distribute or disseminate any defamatory, misleading, infringing or unlawful content; and (vi) not collect, store or transmit personal information about individuals or any information that is subject to applicable privacy laws or regulations.
- b. You are solely responsible for all text, logos and images ("Customer Content") you provide to the Service. Equusone does not own any Customer Content provided by you hereunder, provided that you hereby grant Equusone a worldwide, royalty-free, non-exclusive right to use, reproduce, create derivative works of, distribute, perform, transmit and publish your Customer Content for the sole purpose of providing you with the Service.
- c. You agree to promptly notify Equusone of any problems or issues you encounter with respect to the Service. You further agree to keep a valid and up-to-date credit card on file with Equusone at all times.

6. Account Information and Data

Equusone does not own any information, data or material that you submit to the Service in the course of using the Service (collectively, “Customer Data”), and you are responsible for submitting all Customer Data to the Service. You hereby grant Equusone a worldwide, royalty-free, non-exclusive right during the Term to use, reproduce, create derivative works of, distribute, perform, transmit and publish your Customer Data for the sole purposes of (i) processing your Customer Data in connection with providing the Service to you, and (ii) storing or hosting the Customer Data in a remote database or on the Site for access by your Users. Your private Customer Data is accessible only to you and persons explicitly authorized by you; data is NOT shared with other customers, or with any other third party; provided that Equusone reserves the right to use your Customer Data in order to compile, analyze and disclose to third parties aggregated metrics, data and trends related to the use of its offerings as long as such metrics, data and trends do not contain uniquely identifiable Customer Data. You, not Equusone, shall have sole responsibility for the accuracy, quality, integrity, legality, appropriateness, and intellectual property ownership or right to use all Customer Data, and Equusone shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Use of the Service is subject to existing laws and legal processes. Nothing contained in this Agreement will limit Equusone’s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service, which may include disclosing your Customer Data to the applicable authorities.

7. Intellectual Property Ownership

Equusone alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Equusone Technology and the Service and any derivatives, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service, and any aggregated metrics, data and trends compiled by Equusone. The Equusone name, the Equusone logo, and the product and service names associated with the Service and Equusone Content are trademarks of Equusone or third parties, and no right or license is granted to use them hereunder. The Site may include trademarks, service marks or logos of third parties, all of which are the property of their respective owners. In addition, all content published on the Site belongs to Equusone and/or its licensors under applicable copyright law.

8. Third Party Interactions

During use of the Service, you may enter into correspondence with, or purchase or sign up to receive goods and/or services from, a third party, or you may participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between you and the applicable third party. Equusone and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party, including any termination by such third

party of their provision of goods or services to you. Equusone does not endorse any sites on the Internet that are linked through the Service and does not endorse any third party goods or services that are made available to you as a result of your use of the Service. Equusone provides these links to you only as a matter of convenience, and in no event shall Equusone or its licensors be responsible for any content, products, or other materials on or available from such sites. Equusone provides the Service to you pursuant to the terms and conditions of this Agreement. To the extent your Order Confirmation requires your ordering any third party software in order to utilize the Service, you shall be responsible for obtaining such third party software at your expense.

9. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current price of the chosen edition of the Service at the fee currently in effect, as reflected in your Order Form. All payments must be made in advance. Payments shall be made on a monthly or an annual basis, and amounts owed shall be payable via credit card payment. All payment obligations are non-cancelable and all amounts paid are non-refundable. You must provide Equusone with a valid credit card as a condition to signing up for the Service and such credit card information will be stored and used by our third party payment processor. You hereby represent that you are authorized to provide any credit card you use to sign up for the Service. An authorized License Administrator may adjust the Service edition by executing an additional written Order Confirmation or using the web-based customer administration system within the Equusone Service if it applies. Changes to the Service edition will result in an adjustment to your fees, and will be subject to the following: (i) the term for the new fees and new Service edition will be coterminous with the preexisting Term (either Initial Term or Renewal Term, as the case may be); (ii) Service fees will be the then current, generally applicable license fee; (iii) any fee increase that results from changes made to your Service edition in the middle of a billing year will be charged in full on a pro-rated basis for the portion of the billing year following such change; and (iv) any fee reduction that results from changes made to our Service edition in the middle of a billing year will result in a pro-rated credit, which credit will be reflected in the amount charged for the next billing year, and no partial refunds will be given for the then-current year.

8. Billing and Renewal

You may subscribe directly for the Services from Equusone or through a third party such as Apple Store and Google Play. Equusone charges and collects in advance for use of the Service. Equusone will automatically renew your subscription as described below, and bill your credit card. The renewal charge will be equal to the Service fee in effect during the prior term, unless Equusone has given you at least 30 days prior written notice of a fee increase, which increase shall be effective upon renewal and thereafter. You will not be provided with an invoice prior to the commencement of any Renewal Term. Fees for other services will be charged on an as-quoted basis. Equusone's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes,

levies, or duties, excluding only United States (federal or state) taxes based solely on Equusone's income. You agree to provide Equusone with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Equusone reserves the right to terminate your access to the Service in addition to any other legal remedies. All invoices and payments to Equusone will be in Euros €. If you believe your invoice is incorrect, you must contact Equusone in writing within 30 days of the date of the invoice setting forth details regarding the inaccuracy to be eligible to receive an adjustment or credit.

10. Non-Payment and Suspension

In addition to any other rights granted to Equusone herein, Equusone reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum rate permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for the Service during any period of suspension. If you terminate this Agreement for any reason during the Initial Term or any Renewal Term, or if Equusone terminates this Agreement or suspends your access as a result of your breach, you will be obligated to pay the balance due on your account for the applicable Initial Term or Renewal Term, as the case may be, computed in accordance with the Charges and Payment of Fees section above. You agree that Equusone may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Equusone reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service.

11. Term

This Agreement commences on the Start Date. For all editions or versions of the product, the "Initial Term" will be as you elect during the online subscription process or as otherwise mutually agreed upon in the Order Confirmation. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term (or one year, if the Initial Term is greater than one year) (each, a "Renewal Term") unless either party gives Sufficient Written Notice or unless earlier terminated as set forth in this Agreement. "Sufficient Written Notice" will be fourteen (14) days prior to the expiration of the Initial Term or applicable Renewal Term, unless otherwise agreed in the Order Confirmation. Fees payable to Equusone for each Renewal Term shall be Equusone's then current fees, as further described above. In the event this Agreement expires or is terminated for any reason, you agree to extract your Customer Data and Customer Content from the Equusone platform prior to the effective date of such expiration or termination. You agree and acknowledge that Equusone has no obligation to retain the Customer Data or Customer Content, and may delete such Customer Data and Customer Content 30 days after expiration or termination. Upon any expiration or termination of this Agreement, your rights

to use any Equusone URLs shall immediately terminate. The following sections shall survive any expiration or termination of this Agreement: 1, 3, 4, 5, 7, 9, 10, 11 and 13 - 22.

12. Termination for Cause

Any breach of your payment or other material obligations or unauthorized use of the Service will be deemed a material breach of this Agreement. Without limiting its ability to pursue other remedies, Equusone, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. Customer may cancel or terminate this Agreement at any time (without cause or in the event of a material breach by Equusone) but without refund of any paid fees.

13. Representations & Warranties; Availability; Support

- a. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service, that your billing information is correct, and that you are an individual who is at least 18 years of age.
- b. Equusone represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof, including with respect to taking reasonable steps designed to safeguard Customer Data, and that the Service, during the Initial Term or each Renewal Term, will perform substantially in accordance with any online Equusone help documentation or product documentation (as may be updated from time to time) under normal use and circumstances. In the event the Service fails to perform substantially in accordance with such help or product documentation, and you promptly notify Equusone, Equusone will use commercially reasonable efforts to modify the Service and/or the documentation so that it conforms. The foregoing is your sole and exclusive remedy for Equusone's failure to satisfy the foregoing representation.
- c. Equusone will use commercially reasonable efforts to cause the Service to be available twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty-five (365) days per year, outside of scheduled downtime for maintenance and upgrades and extraordinary circumstances or causes beyond our control (such as fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, labor difficulties, generalized internet interruptions (through denial of service, worms, telecommunications problems or the like)) but does not guarantee, represent or warrant such availability. Equusone from time to time may make enhancements or upgrades to the Service which result in the Service being unavailable, which Equusone shall take reasonable steps to schedule so as to minimize Service unavailability and customer inconvenience.
- d. Equusone will provide online customer support through the Service between the hours of 8 a.m. Eastern Time and 8 p.m. Eastern Time, Monday - Saturday (excluding

holidays) (“Standard Hours”). Equusone will use its best efforts to respond to support requests made during Standard Hours on the day of such request, and as promptly as reasonably practicable. Customer support requests submitted outside of Standard Hours will be addressed on a first come first served basis, and Equusone’s response may be delayed until the following business day.

14. Disclaimer of Warranties

EQUUSONE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. EQUUSONE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, LEADS OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY EQUUSONE AND ITS LICENSORS.

15. Indemnification

You shall indemnify and hold Equusone, its licensors and each such party’s parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data or the Customer Content infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; (iii) a claim arising from the breach by you or your Users of this Agreement; or (iv) any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you, provided in any such case that Equusone (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Equusone of all liability and such settlement does not affect Equusone’s business or Service); (c) provides to you all reasonably available information and assistance; and (d) has not compromised or settled such claim.

16. Internet Delays

EQUUSONE'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EQUUSONE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

17. Limitation of Liability

IN NO EVENT SHALL EQUUSONE'S AGGREGATE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO EQUUSONE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Notice

Equusone may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Equusone's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Equusone's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Equusone (such notice shall be deemed given when received by Equusone) at any time by any of the following: letter to Equusone delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Equusone, in either case, addressed to the attention of: President.

19. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Equusone but may be assigned without your consent by Equusone to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger, consolidation, stock sale or similar. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Equusone directly or indirectly owning or controlling 50% or more of you shall entitle Equusone to terminate this Agreement for cause immediately upon written notice.

20. Free Trials

In the event that you are being provided with a free trial under this Agreement, any and all provisions of this Agreement pertaining to payment obligations and similar type provisions shall not apply. In addition, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. Further, Equusone may terminate a free trial at any time and for any reason.

21. General

- a. This Agreement shall be governed by EU laws, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement.
- b. The failure of Equusone to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Equusone in writing.
- c. This Agreement comprises the entire agreement between you and Equusone and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

22. Contact Information

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to info@equusone.com.

Last Updated: August, 2019.