

STRETCH YOUR HORSE APPLICATION TERMS OF USE

Holistic Horse Bodyworks, LLC,
Stretch Your Horse, LLC
and StretchYourHorse.com

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This document contains the Terms of Use (TOU) for the Stretch Your Horse Application which contains all Stretch Your Horse educational videos and other information, and is by and between you (hereinafter "Purchaser") and Holistic Horse Bodyworks, LLC, Stretch Your Horse, LLC and Stretch Your Horse.com, the Application owner, (hereinafter "SYH.") By downloading the SYH Application, Purchaser acknowledges they have read, understood, agree and consent to be bound by these TOU even if Purchaser does not purchase any SYH videos. If Purchaser does not agree and consent to be bound by these TOU, Purchaser should exit the application and not use it or any part thereof.

Legal Disclaimer: The information contained in the SYH Application and SYH videos (hereinafter "SYH App") is not intended as medical/veterinary advice. The SYH App is intended for educational purposes only and is in no way intended to diagnose, cure, or treat any medical/veterinary or other equine health condition. The SYH App does not constitute medical/veterinary advice and is not intended to be and should not be used in place of advice from your veterinarian or other animal health care provider. Before starting any stretching program, consult your veterinarian or other animal health care provider to determine if such a program is right for your horse's needs. SYH makes no representations or warranties regarding any of the information offered in the SYH App, assumes no liability and will not be liable for any direct, indirect, consequential, special, exemplary or other losses or damages that may result from usage of the information contained in the SYH App. Reliance on any and all information contained in the SYH App is strictly at your own risk. If your horse is having any health care related issue(s), contact your veterinarian immediately.

Sales Are Final: All purchases of SYH videos are final. No refunds of the purchase price or any part thereof shall be given. SYH does not accept returns of SYH videos. Once Purchaser decides to download the SYH App, SYH encourages Purchaser to complete the download, access it promptly and purchase a video promptly. If Purchaser is unable to complete the App and/or video download, please contact Support@StretchYourHorse.com for assistance. Once Purchaser downloads the SYH App and/or buys a SYH video, Purchaser bears full responsibility for completing the

download and for all risk of loss after downloading including any loss due to a device malfunction or loss of device.

Liability Limitation: Purchaser understands horses and equine-related activities are inherently dangerous and expressly assumes all risks associated with handling and stretching horses and selecting, testing and using girths or cinches. Purchaser understands horses are unpredictable, potentially dangerous, and may bite, nip, kick, step on, trample, spook, bolt, rear, buck, pull back or otherwise act in such a way that may injure Purchaser or others.

Purchaser knowingly assumes all risks in connection therewith and expressly waives and releases any and all claims against SYH and all individual members thereof (including owner, employees, agents and/or independent third parties, and their heirs, agents, successors and assigns) for bodily injury, illness, disease, or death to Purchaser or anyone assisting Purchaser, and to Purchaser's horse, the horse the Purchaser is attempting to stretch whether or not Purchaser owns said horse, other animals, as well as any property damage sustained in association with the use of the SYH App. Under no circumstances shall SYH be held liable under any provision of these TOU and/or for any information contained in the SYH App, including but not limited to SYH videos, for any direct, consequential, special, exemplary or indirect damages that exceed the individual purchase price of a single SYH video.

Exclusion of Warranties: SYH expressly disclaims all warranties including all implied warranties, including, but not limited to, implied warranties of accuracy, merchantability, and fitness for a particular purpose. SYH is not responsible for any error, delay or interruption in the SYH App. SYH makes no guarantee, representation or warranty regarding the timeliness, reliability, accuracy, completeness or usefulness of any portion of the SYH App.

Waiver of Unknown Claims: Purchaser waives any right they might otherwise have with regard to unknown claims. For purposes of this section, "claims" shall include all actions, claims, grievances, whether actual or potential, known or unknown, and specifically though not exclusively all claims arising in connection with these TOU and the SYH App.

License: Upon downloading the SYH App and purchase of SYH video(s), SYH grants Purchaser a limited, non-exclusive, personal and non-transferable license to install and use the SYH App including the SYH videos solely for Purchaser's own personal, non-commercial purposes. Purchaser may not loan, give, sell or otherwise transfer the SYH App and/or SYH videos to any other person or commercial entity without prior express

written consent of SYH. The SYH App including but not limited to SYH videos are the property of SYH and are protected by applicable intellectual property laws.

Purchaser expressly agrees not to modify, adapt, alter, translate or create derivative works of the SYH App and SYH videos (including any attempt to create a database by systemically downloading and storing the SYH App or to use any device or software to retrieve or "data mine" SYH) without our prior written consent from the owner of SYH. No part of the SYH App, including but not limited to, SYH videos shall be used as a template, model or reference for writing or updating another commercial product.

Indemnification: Purchaser agrees to defend, indemnify and hold harmless SYH and its affiliates, officers, directors, employees, agents and licensors from and against all claims, actions, liabilities, losses, expenses, damages and costs (including reasonable attorney fees) arising out of or related to Purchaser's use of the SYH App and/or any violation of these TOU.

Trademarks and Service Marks: Any logo, trademark, service mark, domain name, or trade name in SYH, whether registered or not, are the property of SYH and may not be used by Purchaser without express written permission. All images and information contained in the SYH App including the name "Stretch Your Horse" and the rounded square two horses within a circle logo are property of SYH Copyright 2014. All rights reserved.

Governing Law: Purchaser agrees these TOU shall be construed in accordance with the laws of the State of Oregon, USA without regard to its conflict of law provisions. Any claim or dispute arising out of or in connection with Purchaser's use of the SYH App shall be brought exclusively in the courts of the State of Oregon, USA.

Modifications: These TOU may be revised and/or modified from time to time and are effective immediately upon publishing on the StretchYourHorse.com webpage. Purchaser's use of the SYH App after such revisions and/or modifications are published shall signify acceptance and agreement with the revised TOU.

Severability: If any term, clause or provision contained in these TOU is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision which can be given effect without the invalid provision, and such invalid term, clause or provision shall be deemed severed from these TOU. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.