

WEBSITE TERMS AND CONDITIONS

1. WHAT ARE THE WEBSITE TERMS AND CONDITIONS & WHEN DO THEY APPLY?

- 1.1. These website terms and conditions (hereinafter referred to as; the "**Terms**") apply to anyone who visits, views, and/or uses the website with domain name www.schroderequinecoach.com (hereinafter referred to as; the "**Website**"). The terms "**You**" and "**Your**" refer to anyone who visits, views, and/or uses this Website.
- 1.2. The Website is owned and run by Carolin Schröder (hereinafter referred to as; the "**Owner**").
- 1.3. These Terms tell You:
 - (a) the rules for using the Website;
 - (b) what You can do with the content of the Website (such as sharing it, linking it, and however else You can use it);
 - (c) what the Owner can do with the content You share on the Website; and
 - (d) Your and the Owner's rights and responsibilities in relation to the Website and the content on the Website or shared by You.
- 1.4. By visiting, viewing, and/or using this Website, You accept and agree, without modification, to be bound by, comply with and adhere to these Terms, including the disclaimer of this Website (hereinafter referred to as; the "**Disclaimer**," which You can find [link here](#)) and the privacy & cookie policy of this Website (hereinafter referred to as; the "**Privacy & Cookie Policy**," which You can find [link here](#)) of this Website and incorporated herein by reference. Your acceptance of the Privacy & Cookie Policy and the Disclaimer is expressly incorporated into these Terms.

2. WHEN AND HOW CAN YOUR USE OF THE WEBSITE BE TERMINATED OR SUSPENDED?

The Owner reserves the right to refuse, suspend, remove, restrict Your access to the Website and/or revoke and/or terminate Your use of the Website, the Contents, the Products, and/or any licenses and/or Your Account, for whatever reason, at any time, without notice.

3. HOW YOU MAY AND MAY NOT USE THE WEBSITE

- 3.1. You may use this Website exclusively for lawful purposes. You agree not to:
 - (a) use or distribute any kind of malicious software, data gathering or extraction tools, or harmful information or material on the Website, including, but not limited to, robots, data mining, computer viruses, or spyware;
 - (b) make any attempts to hack or gain unauthorized access to any part of the Website; and/or
 - (c) send unauthorized or unsolicited material or cause disruption in the operation and/or functionality of the Website.
- 3.2. You shall be liable for damages resulting from the breach or violation of any provision contained in these Terms.

4. WHAT HAPPENS WITH YOUR CREATIONS & YOUR INTELLECTUAL PROPERTY RIGHTS?

- 4.1.** For any text, content, images, photos, names, videos, recordings, statements, testimonials, reviews, questions, ideas, comments, and any other information and materials that You post, share, upload, display, transmit, distribute, send, email, or submit to the Owner or on the Website (hereinafter referred to as; the “**Creations**”), You represent and warrant that You are the owner of the Creations or have the express permission from the rightful owner of the intellectual property rights to those Creations to use and distribute that content to the Owner.
- 4.2.** You represent and warrant that the Creations in no way infringe the privacy rights, intellectual property rights, publicity rights, or any other third-party rights and does not contain any unlawful, offensive, or obscene material.
- 4.3.** You agree not to post, share, upload, display, transmit, distribute, send, email, or submit to the Owner or on the Website any Creations that:
- (a) is illegal, infringes or violates the rights of anyone;
 - (b) is offensive, obscene, defamatory, abusive, profane, hateful, vulgar, obscene, libellous, pornographic, political, threatening, derogatory, upsetting, insulting, misleading, discriminatory, sexist, racist or harmful to anyone in any way;
 - (c) contains chain letters, commercial solicitation, mass mailings, or any other kind of spam or unsolicited commercial messages; and/or
 - (d) encourages or advocates conduct that constitutes a criminal offence, giving rise to liability or otherwise breaches or violates any law.
- 4.4.** You may not impersonate any person or entity, use a false email address, or otherwise mislead as to the owner or origin of the Creations.
- 4.5.** You grant the Owner and anyone else working with or for the Owner a non-exclusive, royalty-free, irrevocable, worldwide, perpetual, fully sublicensable right and license to use, adapt, modify, edit, translate, copy, reformat, display, publish, broadcast, distribute, reproduce, sell, create derivative works from, live-stream, and/or post any Creations in all forms and media in relation with the Owner's advertising, promotional, publicity and marketing activities, including, but not limited to, those directed to the public and prospective and existing customers on this Website and other websites, social media channels, newsletters, emails, commercial products, educational and/or course materials, video footage, sales marketing or any other business purpose.
- 4.6.** You are granting the Owner a non-exclusive license for the use of the Creations, which means You are free to use and continue using the Creations for Your own purposes without any restrictions. The Owner will maintain Your privacy and personal information in accordance with the Privacy Policy.
- 4.7.** You authorize the Owner to identify You in connection with Your Creations and display Your geographic location when using the Creations. However, the Owner may use Your Creations without identifying You as the creator.
- 4.8.** You agree and allow the Owner to freely use any Creations in its marketing without any compensation.
- 4.9.** You waive the right to approve, inspect or restrict the use of the Creations as described herein.

4.10. The Owner is entitled (but not obligated) to monitor, edit or remove at any time at its sole discretion:

- (a) Your Creations; and
- (b) any content on this Website deriving from third parties, including but not limited to text, images, photos, posts, logos, marks, graphics, designs, files, services, products, videos, audio, software, applications, computer code, metadata, downloads, and all other information and materials.

5. WHAT ARE THE INTELLECTUAL PROPERTY RIGHTS OF THE OWNER?

5.1. All content on and contained in this Website which includes, but is not limited to, text, images, photos, posts, logos, marks, graphics, designs, files, services, products, videos, audio, software, applications, computer code, metadata, downloads, and all other information and materials on the Website (hereinafter collectively referred to as; the "**Content**") is the property of the Owner, and is protected by intellectual property laws.

5.2. Without prejudice to clause 6, You agree not to copy, print, download, steal, duplicate, modify, publish, post, display, distribute, reproduce, store, transmit, share, transfer, publish, create derivative works, reverse engineer, sell, rent, license, exploit or infringe in any way any part of the Content without having received the prior consent of the Owner given by email.

5.3. You agree to abide by and adhere to the copyright, trademark, and other intellectual property rights and laws and shall be solely responsible for any breach or violation of these Terms.

6. WHAT ARE SHAREABLES & WHAT CAN YOU DO WITH THEM?

6.1. The Owner may offer You permission in advance to share specified Content on Your website or social media (hereinafter referred to as; "**Shareables**") by:

- (a) providing for a button to share the Shareables;
- (b) providing a button to embed the Shareables; or
- (c) explicitly stating that the Shareables may be shared on Your website or social media.

6.2. For the avoidance of doubt, the Owner is and remains the owner of the Shareables in accordance with clause 5.1. You are only granted a non-exclusive, limited, revocable, non-transferable, non-sublicensable license to share the Shareables in accordance with these Terms, and insofar as You do not violate these Terms or any copyright, trademark, and other intellectual property or proprietary rights.

6.3. When sharing Shareables, You are obliged to:

- (a) share the latest version of the Shareables;
- (b) ensure that Shareables are displayed accurately;
- (c) mention the source of the Shareables; and
- (d) add a hyperlink to the original location of the Shareables.

6.4. You may not use Shareables in any way that:

- (a) is illegal, infringes or violates the rights of anyone;
 - (b) is offensive, obscene, defamatory, abusive, profane, hateful, vulgar, obscene, libellous, pornographic, political, threatening, derogatory, upsetting, insulting, misleading, discriminatory, sexist, racist or harmful to anyone in any way;
 - (c) disparages or discredits the Owner;
 - (d) encourages or advocates conduct that constitutes a criminal offence, giving rise to (civil) liability or otherwise violates any law;
 - (e) is likely to cause confusion among third parties;
 - (f) portrays or insinuates any endorsement or sponsorship of You by the Owner or in any other way portrays or insinuates that the Owner supplies or approves of You;
 - (g) portrays or insinuates any special relationship between You and the Owner; or
 - (h) portrays or insinuates that You have exclusive access to the Website or the Content.
- 6.5.** You may not use Shareables for any financial gain, including, but not limited to, charging third parties for viewing or using Shareables.
- 6.6.** You may not associate the Shareables with advertising or sponsorship.
- 6.7.** Where applicable, You may not remove any tagging or tracking from the Shareables.
- 6.8.** The Owner is at all times entitled to have You suspend or remove the Shareable(s) from Your website, social media platform(s) and/or any other location You have shared the Shareables for whatever reason and with immediate effect.
- 7. YOUR ACCOUNT REGISTRATION**
- 7.1.** You may have the possibility to create a user account on the Website (hereinafter referred to as; Your “**Account**”) that may allow You to receive certain information from the Owner and/or to use certain features on the Website.
- 7.2.** The Owner will use Your Account information in accordance with the Privacy & Cookie Policy.
- 7.3.** By creating Your Account, You represent and warrant that all information provided for the creation of Your Account is accurate, complete, and current. You agree to maintain and update as soon as reasonably possible Your Account information so that it remains accurate, complete, and current.
- 7.4.** In order to create Your Account, You may be required to choose a username and/or password. You are responsible for keeping Your username and password confidential.
- 7.5.** Regardless of whether a third party is or was authorised by You to access or use Your Account, You are and remain at all times responsible for any and all use of Your Account and that any and all use of Your Account is fully compliant with the provisions of these Terms.
- 7.6.** You acknowledge and agree that the Owner may rely on the username of Your Account, if applicable, to identify You.]

8. HOW YOU CAN USE THE PRODUCTS

- 8.1. The Owner may offer free or paid, digital or physical, products and/or services and/or any other related materials on this Website (hereinafter collectively referred to as; the "Products").
- 8.2. You are granted a non-exclusive, limited, revocable, non-transferable, non-sublicensable license to print or download the Products for Your own personal, non-commercial, informational and educational use and insofar as You do not violate any copyright, trademark, and other intellectual property or proprietary rights.
- 8.3. You acknowledge and agree that You are not permitted to:
- (a) share, print, download, edit, modify, copy, reproduce, enhance, reverse engineer, (re)distribute, sell, resell or in any way exploit any of the Products or its contents;
 - (b) collect or use descriptions or prices of the Products; or
 - (c) make any derivative use or create derivative works of any of the Products or its contents,
- whether free or paid, without the express consent of the Owner given by email.
- 8.4. You agree to abide by the trademark, copyright, and other intellectual property laws and shall be exclusively responsible for any violations of these Terms.

9. THE OWNER'S RESPONSIBILITY FOR THIRD-PARTY WEBSITES

- 9.1. This Website may contain links or references to third-party websites or resources. The Owner may be an affiliate of any of these third-party websites by promoting, offering, and/or advertising their products and/or services on the Website. The Owner does not own or control these third-party websites.
- 9.2. You agree that the Owner is not responsible or liable for the correctness, accuracy, or completeness of any content or information presented on these third-party websites and/or resources. You assume any and all risks for visiting and/or using these third-party websites and/or resources, and any and all transactions between You and these third-party websites and/or resources are exclusively between You and the relevant third party. The Owner is not liable for any damages resulting from or relating to Your use of these third-party websites or resources.

10. NO WARRANTIES OR GUARANTEES

- 10.1. All Content, including, but not limited to, the Products, is given on an "as is" basis.
- 10.2. The Owner makes no express or implied representations, warranties, and/or guarantees of any kind, including, but not limited to, (express or implied) warranties of fitness, for any purpose to the extent permissible by law as to any Content and the Products. You accept that no specific results are being guaranteed or promised in any way to You by the Owner.
- 10.3. The Owner makes no express or implied representations, warranties, and/or guarantees that the Website will perform or operate to meet Your requirements or that the information presented on the Website is or will be true, accurate, complete, current, and/or error-free.
- 10.4. The Owner disclaims all express or implied representations, warranties, and/or guarantees for any purpose to the full extent permitted by law.

11. LIMITATION OF LIABILITY

- 11.1.** Your visit to and use of the Website is at Your exclusive risk. You are exclusively responsible for the accuracy and correctness of the personal and other information You provide, the outcome of Your actions, Your results, and for all other actions in connection with the Website.
- 11.2.** The Owner and anyone else working with or for the Owner is not responsible nor is the Owner liable for any damages resulting from:
- (a) any errors, delays, bugs, or omissions on the Website, interruption in operation and Your use of the Website, failure of performance of any kind, website attacks, including, but not limited to, viruses, malware, malicious code, hacking of information, and any other system failures;
 - (b) any loss of income, revenue, profits, use, data, business, and/or any goodwill related to the Website;
 - (c) any theft of and/or unauthorized access to Your information by any third party, regardless of the Owner's negligence; and
 - (d) any use or misuse of any Content.
- 11.3.** To the extent permissible by law, the Owner and anyone else working with or for the Owner is and shall not be liable for any direct, indirect, consequential, incidental, special, equitable, punitive, exemplary or any other damages, losses or injuries resulting from or related to Your visit to or use of the Website, which includes, but is not limited to, all Content.
- 11.4.** If and to the extent applicable law does not permit all or any part of the limitations of liability in these Terms to apply to You, these limitations of liability will only apply to the extent permitted by applicable law.

12. INDEMNIFICATION

- 12.1.** You agree to indemnify and hold the Owner and/or anyone else working with or for the Owner harmless from all damages, losses, claims, actions, demands, suits, proceedings, or judgments, including costs, expenses and attorneys' fees assessed against or otherwise incurred by the Owner arising, in whole or in part, from:
- (a) actions and/or omissions, whether done negligently or otherwise, by You or Your Account, Your agents, directors, officers, employees, and/or representatives;
 - (b) any and all actions and use of the Website, including, but not limited to, the Content, or Your Account by You;
 - (c) violation of any laws, regulations, rules, or ordinances by You or Your Account;
 - (d) violation of any provisions of the Terms by You or Your Account or anyone related to You; and/or
 - (e) infringement by You or Your Account of any intellectual property rights or other third-party rights.
- 12.2.** The Owner will notify You as soon as reasonably possible of any such claims, damage, and/or liability. The Owner reserves the right to defend such claim, damage, and/or liability

at Your expense. If requested, You will fully cooperate and provide assistance to the Owner to defend any such claims without any cost.

- 12.3.** You agree to indemnify and hold the Owner and/or anyone else working with or for the Owner harmless from any and all current and future claims regarding and/or in relation to the use of the Creations, including, but not limited to, claims, lawsuits, debts, dues, expenses, damages, and demands of any kind at law or in equity or under any statute, invasion of privacy, infringement of moral rights, defamation, rights of publicity, copyrights or any other cause related to the use of the Creations.

13. SEVERABILITY

If any provision of these Terms is held by a court of law, tribunal, or regulatory authority to be unenforceable or invalid, the unenforceability or invalidity of such provision shall not in any way affect the enforceability or validity of any other provision of these Terms. Any such unenforceable or invalid provision shall be replaced or be deemed to be replaced with a provision that is valid and enforceable and reflects as closely as possible the intent of the invalid or unenforceable provision.

14. AMENDMENTS

- 14.1.** The Owner reserves the right to amend and modify these Terms at its sole discretion at any time without notice.
- 14.2.** By visiting, viewing, and/or using this Website, You accept those amendments. If You continue visiting, viewing, and/or using this Website after the publication of any changes, that will constitute Your acceptance of those changes and/or updates.
- 14.3.** It is Your responsibility to regularly check the Website for updates and/or amendments. If You do not want to adhere to or be bound by these Terms, You must not visit, view and/or use the Website.

15. ALL RIGHTS RESERVED

All rights that are not explicitly granted in these Terms, are reserved and retained by the Owner or its licensors, publishers, suppliers, rightsholders, or other content providers.

16. GOVERNING LAW

You explicitly waive any current or future claims You may have arising from or related to the Website and the Products. In the event of a claim, dispute, or controversy arising from or relating to Your visit to, view of, or use of this Website, the Terms shall be construed in accordance with the laws of Spain.

17. DISPUTE RESOLUTION & ARBITRATION

- 17.1.** Without prejudice to 18.2, all disputes arising out of or in connection with these Terms, the Disclaimer, the Privacy & Cookie Policy, or further agreements resulting therefrom shall be settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Madrid, Spain. The proceedings shall be conducted in the English language. No award or procedural order made in the arbitration shall be published.
- 17.2.** If:

(a) You are registered in Spain; or

(b) a dispute is not subject to arbitration under clause 18.1 for whatever reason,

that dispute shall be settled in the competent courts located in Madrid, Spain, and You and the Owner both irrevocably consent to the exclusive jurisdiction and location of the competent courts in Madrid, Spain, for the adjudication of all non-arbitral claims.

17.3. You agree to bear and pay the Owner for the full cost of the legal proceedings, including, but not limited to, the attorney's costs, to the extent permitted by law.

18. NO CLASS ACTIONS OR CLASS ARBITRATIONS

You waive the right to initiate or participate in any way in any class action or class arbitration in connection with these Terms, the Disclaimer, the Privacy & Cookie Policy, or further agreements resulting therefrom.

19. CONTACT

For any questions and/or concerns regarding these Terms, the Privacy and/or the Disclaimer, please contact the Owner at info@schroderequinecoach.com.