

ONLINE COURSE TERMS AND CONDITIONS

You and the Service Provider enter an agreement pursuant to, and in accordance with, these terms and conditions and agree as follows:

1. DEFINITIONS

Unless the context requires otherwise and unless explicitly defined elsewhere in this Agreement, capitalized terms and expressions in this Agreement are defined terms and expressions which shall have the following meaning:

- (a) **“Agreement”** means these terms and conditions together with the contents of the Registration Form (upon submission by You);
- (b) **“Confidential Information”** means, in relation to a Party, all information (whether the information is in oral or written form or is recorded in any other medium):
 - (i) about or pertaining to the business of that Party, its affiliates, or their respective clients, suppliers, or business associates (including but not limited to information on products, technology, IT operations, intellectual property rights, know-how, financial information, and personal data), which is disclosed to the other Party, its affiliates or their respective personnel or contractors (or personnel of a contractor), or which is acquired by or otherwise comes to the knowledge of the other Party) in connection with the Course Content;
 - (ii) the contents of this Agreement;
 - (iii) all information identified by a Party as confidential; and
 - (iv) all other information of which the other Party knows or should reasonably know to be of a confidential nature;
- (c) **“Course Content”** means all content made available to You 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 and contained in the Platform or otherwise by or on behalf of the Service Provider to educate You on horse care, health and wellbeing;
- (d) **“Parties”** means You and the Service Provider;
- (e) **“Party”** means either of the Parties;
- (f) **“Platform”** means the website of the Service Provider with the URL www.schroderequinecoach.com on which the Course Content is made available to You
- (g) **“Registration”** means the moment You submit the Registration Form and create Your Account;
- (h) **“Registration Form”** means the registration form provided via www.schroderequinecoach.com or otherwise to You by the Service Provider to register for access to the Course Content;
- (i) **“Service Provider”** means Carolin Anabel Schröder, acting in the name of the sole proprietorship, Carolin Anabel Schröder,

- (j) **“You” or “Your”** means any (natural or legal) person who has agreed to and is, therefore, bound by this Agreement.

2. AGE

- 1.1. You represent and warrant that:
 - (a) You are at least 18 years of age; or
 - (b) if You are the age of 13 years or older but younger than the age of 18 years, You have been given the prior consent (one of) Your parent(s) or legal guardian(s), to enter this Agreement.
- 1.2. The Service Provider makes no representation that the Course Content is available or appropriate for use by individual persons below the age of 18.
- 1.3. If You are younger than the age of 13 years, the Service Provider does not permit You to access Your Account, the Platform, or the Course Content.

2. ACCOUNT

- 2.1. In order to access the Platform and the Course Content, You are required to create a user account at Registration (hereinafter referred to as; Your **“Account”**).
- 2.2. 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.
- 2.3. 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.
- 2.4. Your Account may be used by You only. You may not provide access to Your Account or in any way make Your Account or any information relating to Your Account, including, but not limited to, Your username and password, available to any third party.
- 2.5. Regardless of whether a third party is or was authorized 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 this Agreement.
- 2.6. You acknowledge and agree that the Service Provider may rely on the username of Your Account, if applicable, to identify You.

3. (UN)PERMITTED USE & COMMUNICATIONS

- 3.1. You are granted a non-exclusive, limited, revocable, non-transferable, non-sublicensable license to use the Course Content 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 (hereinafter referred to as; the **“License”**).
- 3.2. Any intellectual property rights remain exclusively vested in the Service Provider, its licensors, or its suppliers.

- 3.3. You acknowledge and agree that You are not permitted to:
- (a) share, edit, modify, copy, reproduce, enhance, reverse engineer, (re)distribute, transfer, transmit, sell, resell or in any way exploit the Course Content;
 - (b) collect or use descriptions or prices of the Course Content; or
 - (c) make any derivative use or create derivative works of the Course Content,
- whether free or paid, without the express consent of the Service Provider given by email or written agreement.
- 3.4. You shall not use the Course Content to teach any third party or publish on any platform, any of the information, methods, solutions, or formulae contained in or derived from the Course Content.
- 3.5. You may use the Platform and the Course Content exclusively for Your own use and 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 Platform, 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 Platform; and/or
 - (c) send unauthorized or unsolicited material or cause disruption in the operation and/or functionality of the Platform.
- 3.6. You shall be liable for damages resulting from the breach or violation of any provision contained in this Agreement.

4. COURSE CONTENT CHANGES, UPDATES & ADD-ONS

- 4.1. The Service Provider reserves the right to amend, change, alter or modify the Course Content at its discretion.
- 4.2. The Service Provider may update any of the Course Content and/or add new course material to the Course Content from time to time. When the Service Provider makes any updates to the Course Content and/or adds new course material to the Course Content, such updates and/or new course material are included in the Course Content You were provided at the moment of Registration. You will receive access to the updated version of the Course Content or new information and/or materials.
- 4.3. The Service Provider may offer additional course material to supplement the Course Content to You at an additional fee, from time to time, in which case such additional course material becomes part of the Course Content, and this Agreement shall apply to the additional course material.

5. THIRD-PARTY RESOURCES AND WEBSITES

- 5.1. The Platform and/or Course Content may contain links or references to third-party websites or resources originating from third parties. The Service Provider does not own or control these third-party websites.

- 5.2. You agree that the Service Provider is not responsible or liable for the correctness, accuracy, or completeness of any content or information presented on these third-party websites and/or in the resources provided by third parties.
- 5.3. You assume any and all risks for visiting and/or using these third-party websites and/or resources originating from third parties, and any and all transactions between You and these third parties are exclusively between You and the relevant third party. The Service Provider is not liable for any damages resulting from or relating to Your use of these third-party websites or resources originating from third parties.

6. GROUP PLATFORM

- 6.1. The Service Provider may, at its sole discretion, provide You with access to a platform or a group or page within a platform, such as a Facebook group, WhatsApp or Slack to which other third parties who have access to the Course Content or other course, products or services, have exclusive access (hereinafter referred to as; a “**Group Platform**”). Such access to a Group Platform is not a mandatory part of the Course Content, and access to such a Group Platform does not affect any payment rights the Service Provider has under this Agreement.
- 6.2. The Service Provider is not responsible nor liable for any content, 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, deriving from third parties on the Group Platform.
- 6.3. The Service Provider is not responsible nor liable for the actions of third parties on the Group Platform, nor any communications, conflicts, or damages that occur through any communication and/or collaboration with a third party on or outside the Group Platform.
- 6.4. 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 Group Platform (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 on the Group Platform.
- 6.5. 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.
- 6.6. You agree not to post, share, upload, display, transmit, distribute, send, or submit to the Group Platform any Creations that:
- (a) are illegal, infringes or violate the rights of anyone;
 - (b) are 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) contain chain letters, commercial solicitation, mass mailings, or any other kind of spam or unsolicited commercial messages; and/or

- (d) encourage or advocate conduct that constitutes a criminal offence, giving rise to liability or otherwise breaches or violates any law.
- 6.7. You may not impersonate any person or entity or otherwise mislead as to the owner or origin of the Creations.
- 6.8. You grant the Service Provider and anyone else working with or for the Service Provider 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 Service Provider's advertising, promotional, publicity and marketing activities, including, but not limited to, those directed to the public through websites, social media channels, newsletters, emails, commercial products, educational and/or course materials, video footage, sales marketing or any other business purpose.
- 6.9. You grant the Service Provider a non-revocable, royalty-free, non-exclusive license for the use of Your figurative mark, logo, personal name and business name, and Your Creations, which means You are free to use and continue using the Creations for Your own purposes without any restrictions.
- 6.10. You authorise the Service Provider to identify You in connection with Your Creations and display Your geographic location when using the Creations. However, the Service Provider may use Your Creations without identifying You as the creator.
- 6.11. You agree and allow the Service Provider to freely use any Creations in its marketing without any compensation.
- 6.12. You waive the right to approve, inspect or restrict the use of the Creations as described herein.
- 6.13. The Service Provider is entitled (but not obligated) to monitor, edit or remove at any time at its sole discretion:
 - (a) any of Your Creations on the Group Platform; and
 - (b) any content on the Group Platform 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.

7. FEE

- 7.1. As consideration for access to Your Account, the Platform, and the Course Content, You agree to pay the Service Provider a total payment equal to:
 - (a) 395 € (including taxes) if the payment is made in full at the moment of Registration; or
 - (b) 222 € (including taxes) if the payment is made in two installments each hereinafter referred to as; the "**Fee**".
- 7.2. All amounts stated in this Agreement are exclusive of any sales or value-added taxes chargeable unless explicitly stated otherwise. If any sales or value-added taxes are

chargeable, You shall pay to the Service Provider, in addition to the Fee, an amount equal to the amount of the applicable taxes.

8. PAYMENT

- 8.1. In the Registration Form, You may choose to either:
 - (a) pay the Fee in full at the moment of Registration; or
 - (b) pay the first installment of 222 € at the moment of Registration and pay the second and last installment of 222 € within 4 weeks after the date of Registration
- 8.2. Registration is not complete, and You will not have access to the Course Content until the Service Provider has received full payment of the total Fee or the first payment to be made at Registration, depending on the option chosen by You in accordance with clause 9.1.
- 8.3. If You have chosen to pay the Fee in two installments in accordance with clause 9.1, You will receive access to the first four modules of the Course Content upon Registration and the remaining modules of the Course after the second installment.
- 8.4. If You have chosen to pay the Fee in installments, You are permitted to pay the remaining installments in full at an earlier date at any time.
- 8.5. Any payments under this Agreement are made by Stripe or wire transfer. You carry any applicable transaction costs.
- 8.6. You authorize the Service Provider to charge the credit card or account chosen by You to complete all payments under this Agreement, and You do not require separate authorization for each payment.
- 8.7. If You fail to tender full and/or timely payment of any payment owed to the Service Provider, including, but not limited to, the Fee, or if a payment is cancelled or charged back, the Service Provider reserves the right to suspend Your access to the Course Content and the Group Platform until the Service Provider has received any payment(s) due in full.

9. REFUND POLICY

- 9.1. If You cancel or terminate this Agreement within 15 days after Your Registration, You may request a refund.
- 9.2. You will only receive up to the amount of the Fee actually paid by You and received by the Service Provider. No refund is due to You if You request a refund after 15 days after Your Registration. If payment in installments has been chosen by You in accordance with clause 9.1 and only if a refund is granted to You, any remaining future installments of the Fee shall be cancelled.
- 9.3. You are not eligible for a refund if You do not comply with or if You have breached any of Your payment or other obligations under this Agreement. At the Service Provider's sole discretion, if the Service Provider expects or believes You are abusing this refund policy, for whatever reason, the Service Provider is entitled to deny Your refund, restrict You from other future refunds, ban Your account, and/or restrict all future use of the Course Content and/or any other services and/or products provided by the Service Provider

10. ACCESS RESTRICTION

The Service Provider reserves the right to, at the Service Provider's sole discretion, completely or partially, refuse, suspend, remove, restrict Your access to the Platform and/or the Course Content and/or revoke and/or terminate Your use of the Platform and/or the Course Content, any licenses and/or Your Account, at any time, without notice if the Service Provider either knows or suspects You have or shall breach any of Your obligations under this Agreement.

11. TERM & TERMINATION

11.1. This Agreement is effective, and You receive access to the Course Content and the Platform as per the moment of Registration and continue:

- (a) for 6 months have passed since the moment of Registration; or
- (b) until You cancel this Agreement; or
- (c) until the Service Provider terminates this Agreement in accordance with this clause 12.

11.2. The Service Provider shall be entitled to terminate this Agreement by email to You with immediate effect and thus without observing a notice period and without being liable or any compensation being due if:

- (a) any payment that is due under this Agreement has not been received by the Service Provider in full and on time;
- (b) You breach any of Your obligations under this Agreement;
- (c) the Course Content is no longer available on the Platform; or
- (d) necessary to satisfy any requirements, conditions, guidelines, or opinions contained in any directive, order, opinion, or ruling of a public authority.

11.3. If this Agreement is terminated or cancelled, which termination or cancellation can only occur on the basis of and in accordance with the relevant provisions of this Agreement, then:

- (a) the License shall be revoked with immediate effect upon termination;
- (b) Your Account shall be terminated;
- (c) access to the Platform and the Course Content by You shall be revoked and terminated;
- (d) You shall cease and abstain from the use of and delete the Course Content from any location You have shared or stored the Course Content;
- (e) all rights and obligations of the Parties under this Agreement shall end and become ineffective, except for:
 - (i) the rights and obligations accrued before that date;
 - (ii) any rights and (payment) obligations of or pursuant to clauses 9 (*Payment & access*); and

- (iii) any rights and obligations of or pursuant to clauses 16 through 27, which will remain in full force and effect after termination of this Agreement; and
 - (f) such termination shall be without prejudice to any rights a Party may have vis à vis the other Party in connection with a breach of any provision of or obligation under this Agreement occurring prior to their termination.
- 11.4. If this Agreement is terminated due to any of the reasons listed under clause 12.2(a) or 12.2(b), the Service Provider is entitled to refuse You access to any other courses, (digital) products and/or services at the Service Provider's sole discretion.

12. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

- 12.1. **Errors Disclaimer:** The Service Provider does not represent, warrant, or guarantee that the Course Content, Your Account, or the Platform will be true, accurate, up-to-date, complete, current, or free from errors, defects, inaccuracies, omissions, interruptions, or disruptions.
- 12.2. **Access Disclaimer:** The Course Content is facilitated through the Platform. The Service Provider is not responsible or liable for any delays, downtime, interruptions, or temporary failures to access or use the Course Content, the Platform, or Your Account. The Service Provider makes no representations, warranties, or guarantees regarding the compatibility of the Course Content or the Platform with Your specific technology or internet connection. It is Your responsibility to ensure that You have the appropriate technology, equipment, hardware and software, along with access to a reliable internet connection, to be able to access and use the Platform and the Course Content.
- 12.3. **Description Disclaimer:** The descriptions, representations, and any other information regarding the Course Content provided on websites, social media, or anywhere else are intended to convey the general nature of the Course Content only and do not guarantee the outcomes or content of the Course Content. The Service Provider reserves the right to amend, change, alter, or modify the Course Content, its features, structure, delivery method, or any other aspect of the Course Content at the Service Provider's sole discretion and without prior notice.
- 12.4. **Incompatibility Disclaimer:** The Service Provider is not responsible or liable if You fail to meet the requirements for the Course Content or your ability to use and complete the Course Content based on Your personal circumstances, skills, commitment, capabilities, and effort. You are responsible for allocating sufficient time and resources to allow You to successfully use and complete the Course Content.
- 12.5. **Professional Relationship Disclaimer:** Purchasing, accessing, or using (any part of) the Course Content, Your Account, or the Platform does not establish a veterinarian-client relationship or any kind of professional or legal relationship with the Service Provider or any person working with or for the Service Provider, including, but not limited to, instructors, course creators, or other contributors, nor does it create any kind of ongoing legal or professional obligation or responsibility between You and the Service Provider or any person working with or for the Service Provider beyond the scope of this Agreement.
- 12.6. **Professional Advice Disclaimer:** The Course Content is for informational and educational purposes only. The Course Content is general information and is not, and should not be construed as, any form of professional advice, nor is it intended to replace or substitute for

such professional services. You acknowledge that the Course Content does not address Your specific individual needs.

- 12.7. **Horse Health & Fitness Disclaimer:** The (use of the) Course Content does not constitute and cannot be used as a substitute for veterinary care, treatment, or training. The Course Content cannot be utilized to diagnose, treat, or cure any kind of equine health issues and pathologies. The Service Provider disclaims all responsibility and liability for any injuries, damages, or health complications arising or resulting from the use of the Course Content.
- 12.8. **Supplements Disclaimer:** The Service Provider explicitly does not in any way represent, warrant and/or guarantee the efficacy, suitability, or safety of any vitamins, supplements, herbal alternatives, other products, treatments, or (health) services mentioned in the Course Content (the **Health Products & Services**) for any horse. The information included in the Course Content regarding any Health Products & Services has not been evaluated by any governmental body. The Course Content does not inform You of all possible uses, directions, precautions, or interactions or warn You of all allergic reactions or adverse effects. The Service Provider disclaims any liability or responsibility for any adverse reactions, side effects, or health consequences that may arise from the use of the Health Products & Services. The Service Provider disclaims any liability or responsibility for any adverse reactions, side effects, or health consequences that may arise from the use of the Health Products & Services. You are solely responsible for (1) consulting with a qualified veterinary care provider or licensed professional before using any Health Products & Services, (2) the use of the Health Products & Services, and (3) compliance with any applicable laws and regulations regarding the Health Products & Services. The Service Provider does not recommend or endorse any Health Products & Services.
- 12.9. **Risk Disclaimer:** You agree to use and execute the Course Content at Your sole risk. The Service Provider specifically does not represent, warrant, or guarantee the safety, suitability, or effectiveness of any of the objects, products, services, tools, methods, or techniques mentioned or used in the Course Content. The Service Provider is not responsible and disclaims any liability for any injuries, damages, losses or other consequences arising out of or resulting from Your use of the Course Content, including, but not limited to, any injuries, damages, losses or other consequences arising or resulting from misuse, misunderstanding or failure to follow any part of the Course Content.
- 12.10. **Influence Disclaimer:** The Course Content is designed solely to support You and is not intended to influence, persuade, alter, or change Your personal views, beliefs, opinions, values, or decisions. The Course Content is not designed to impose any (personal or external) agendas, views, opinions, or ideologies upon You. The Service Provider disclaims any responsibility or liability for any decisions, actions, or changes in behaviour that You may choose to pursue as a result of the (use of the) Course Content. Any shifts in Your views, opinions, values, or beliefs are a direct result of Your own internal process. The Service Provider disclaims any responsibility or liability for any attempts to influence, persuade, alter, or change Your views, opinions, values, beliefs, or decisions.
- 12.11. **Reliance Disclaimer:** You use the Course Content at Your sole discretion and risk. The Service Provider does not guarantee that the Course Content will meet Your expectations or objectives. The Service Provider is not responsible or liable for Your reliance on (any part of) the Course Content.
- 12.12. **Results & Outcomes Disclaimer:** Individual outcomes and results may vary based on personal circumstances, skills, commitment, capabilities, effort, and application of the Course Content. The Service Provider is not responsible for (i) the effectiveness of the

Course Content, Your Account, or the Platform, (ii) any results in relation to or outcomes from the Course Content, Your Account, or the Platform, or (iii) any decisions made by You or any other third party based on the Course Content and/or any results in relation to or outcomes from the Course Content. The Service Provider does not represent, warrant, or guarantee the effectiveness of the Course Content, Your Account, or the Platform or the results in relation to or outcomes from the Course Content. The Service Provider's comments about the effectiveness of the Course Content and/or result(s) and/or outcome(s) are expressions of opinion only.

- 12.13. **No Representations, Warranties, or Guarantees:** You acknowledge that the Service Provider cannot make any such representations, warranties, or guarantees mentioned in this clause 13 and that You cannot hold the Service Provider liable in relation to those matters.

13. LIMITATION OF LIABILITY

- 13.1. Your visit to and use of the Course Content and the Platform 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 all other actions in connection with the Course Content and the Platform.
- 13.2. The Service Provider and anyone else working with or for the Service Provider is not responsible, nor is the Service Provider liable, for any damages resulting from:
- (a) any errors, delays, bugs, or omissions on the Platform, interruption in operation and Your use of the Platform, 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 Platform;
 - (c) any theft of and/or unauthorized access to Your information by any third party, regardless of the Service Provider's negligence; and
 - (d) any use or misuse of any Course Content.
- 13.3. Without prejudice to clause 14.6, the Service Provider's aggregate liability is limited to the Fee, excluding sales taxes, value-added taxes, and any other taxes actually paid by You to the Service Provider and actually received by the Service Provider under this Agreement.
- 13.4. Without prejudice to clause 14.6, the Service Provider is not liable for indirect damages or loss, including, but not limited to, consequential, incidental, special, or exemplary damages, or any loss of revenue, profits, savings, business opportunities, use, data, goodwill, or any loss due to business interruption.
- 13.5. You waive any right or remedy in equity, including, but not limited to, the right to seek specific injunctive, performance or other equitable relief, in connection with the Platform, Your Account, the Course Content or this Agreement.
- 13.6. Nothing in this clause 14 shall operate to limit liabilities in the event of fraud, willful misconduct, gross negligence or any (other) liabilities that cannot be limited under applicable law.

14. INDEMNITY

- 14.1. You agree to indemnify and hold the Service Provider and/or anyone else working with or for the Service Provider 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 Service Provider 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) use of the Course Content, the Platform 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 this Agreement 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.
- 14.2. The Service Provider will notify You as soon as reasonably possible of any such claims, damage, and/or liability. The Service Provider 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 Service Provider to defend any such claims without any cost.
- 14.3. You agree to indemnify and hold the Service Provider and/or anyone else working with or for the Service Provider harmless from any and all current and future claims regarding and/or in relation to the use of Your 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.

15. NON-DISPARAGEMENT AND PROHIBITED USE

- 15.1. You agree not to disparage the Service Provider's brand, products, services or persons working for or employed by the Service Provider.
- 15.2. You agree that You will not make any unsubstantiated claims that will ruin the business reputation of the Service Provider.
- 15.3. You shall not use the Course Content or any information or materials in relation to the Course Content, the Service Provider, and/or this Agreement 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 a Party;
 - (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 a Party or its products or services by the other Party or in any other way portrays or insinuates that a Party supplies or approves of the other Party or its products or services; or
 - (g) portrays or insinuates any special relationship between the Parties.
- 15.4. You shall not misrepresent or embellish Your relationship with the Service Provider (including, but not limited to, by expressing or implying that the Service Provider supports, sponsors, or endorses You) or express or imply any other type of relationship between the Parties except as expressly permitted by this Agreement or agreed by written agreement or email between the Parties.

16. CONFIDENTIALITY

- 16.1. You shall use Confidential Information solely for the purposes described in this Agreement and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information for other purposes without the prior consent of the Service Provider given by email.
- 16.2. You acknowledge that the Confidential Information of the Service Provider, its affiliates, and third parties is strategic, commercially sensitive, and valuable and that the improper disclosure or use thereof will cause serious damage and loss to the Service Provider.
- 16.3. The restrictions in this clause 13 shall not apply if and to the extent the information is or becomes available to the general public other than by disclosure by You in violation of this Agreement.
- 16.4. You shall have no obligation with respect to Confidential Information to the extent, but only to the extent, that such information is required or requested to be disclosed by applicable laws, provided that You, to the extent practicable and permitted, promptly notify the Service Provider of such request or requirement.
- 16.5. For the purposes of this clause 13, disclosures relating to Confidential Information that are specific shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general disclosures in the public domain, in Your possession, or received from a third party. In addition, any combination of features shall not be deemed to be within the exceptions merely because the individual features are in the public domain, in Your possession, or received from a third party unless the combination itself and its principle of operation are in the public domain, in Your possession or received from a third party.
- 16.6. You shall notify the Service Provider as soon as reasonably practicable of any unauthorized use, or attempted use, of the Service Provider's Confidential Information, and provide all information necessary to assist the Service Provider in any investigation it considers necessary, including for the purposes of mitigating damages, any claim, or the prevention of a recurrence. Additionally, You undertake Your best efforts to prevent a recurrence to the extent this is within Your control.

17. PERSONAL DATA

The Service Provider only uses Your personal data for the purposes set out in this Agreement. The Service Provider shall ensure it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data. For more information on how Your personal data is used and stored by the Service Provider, please refer to the Service Provider's privacy policy which You can find here: [URL].

18. COMMUNICATION

18.1. Any notice, request, consent, invoice, claim, demand, or other communication between the Parties in connection with the Course Content, the Platform or this Agreement must be sent by email in English to the following email addresses set out for each of the Parties below:

- (a) to the Service Provider: info@schroderequinecoach.com
- (b) to You: the email address provided by You in the Registration Form, or such other email address as a Party may notify the other Party by email.

18.2. Unless another means of communication is explicitly provided for in this Agreement, You shall not use any other means of communication, such as text messages, direct messages on social media platforms, (registered) postal mail, or phone calls, to communicate with the Service Provider unless the Service Provider has explicitly agreed to such other means of communication.

18.3. The Service Provider shall endeavour to respond to emails within 48 hours on Business Days, which is a target and not a guaranteed service level. The Service Provider shall not be liable for failure to respond to emails within the aforementioned timeframe or the consequences arising therefrom, and any such failure shall not constitute a breach of this Agreement.

19. ELECTRONIC SIGNATURE

This Agreement constitutes an electronic contract between You and the Service Provider with the full force and effect of a handwritten signature. The Parties enter into this Agreement by submission of the Registration Form by You by way of clicking on the "Pay Now" button on the Registration Form.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the Course Content and supersede any earlier agreements between the Parties with respect to the subject made hereof, whether in writing (which includes email) or oral.

21. AMENDMENTS & MODIFICATIONS

This Agreement may be changed, modified, or amended by the Service Provider at any time and at the Service Provider's sole discretion by sending notice of such modification to You by email, effective as of the date of the email. Your continued use of the Platform and/or the Course Content following the effective date of such change will constitute Your acceptance of such changes, modifications, and/or amendments. If any such changes, modifications, and/or amendments are unacceptable to You, Your only recourse is to terminate this Agreement in accordance with clause 12.1.

22. ASSIGNMENT

You may not assign or transfer the Course Content or any of Your rights or obligations under this Agreement unless agreed between the Parties by written agreement or email.

23. ENFORCEABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable 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.

24. NO WAIVER

No failure or delay by the Service Provider in exercising any right or remedy under or in connection with this Agreement shall impair any right or remedy or operate or be construed as a waiver of any right or remedy.

25. CHOICE OF LAW

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by the laws of Madrid, Spain.

26. DISPUTE RESOLUTION & ARBITRATION

26.1. Without prejudice to clause 27.2, all disputes arising out of or in connection with this Agreement or the Course Content, 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.

26.2. If:

- (a) You are located/registered in Spain, a member state of the European Union; or
- (b) a dispute is not subject to arbitration under clause 27.1 for whatever reason,

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