



Terms of Use

Last updated 01/25/17

Acceptance of Terms

The following are the rules ("Terms") governing the use of the Equine Affaire, Inc. web site at equineaffaire.com ("Site"). By using the Site, a visitor agrees to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site.

Equine Affaire, Inc. reserves the right to change these Terms at any time by posting them on the Site. Links or content from other web sites ("Third-Party Sites") are governed by the Terms for the Third-Party Sites.

Permitted Use

The information, images, and software ("Content") on this Site is the property of Equine Affaire, Inc. and/or third parties supplying information to the Site. The Content is protected by U.S. and international copyright laws. A visitor to the Site is only authorized to view and to retain a copy of pages of this Site for his own personal use. Any reproduction, publication, or further distribution or public exhibition of materials provided at this Site in whole or in part is strictly prohibited.

Links

The Site may reference or link to Third-Party Sites. Equine Affaire, Inc. has no control over these Third-Party Sites or the content within them. Equine Affaire, Inc. cannot guarantee that the content contained in these Third-Party Sites is complete, accurate, and/or legal. Equine Affaire, Inc. does not warrant that these Third Party Sites will not contain viruses or otherwise impact a visitor's computer. By using the Site to purchase products, search, or link to Third-Party Sites, a visitor to the Site agrees and understands that he may not make any claim against Equine Affaire, Inc. for any damages or losses, whatsoever, resulting from his use of the Site or Third Party Sites.

Privacy

The privacy of visitors to our Site is important. Please review our privacy policy.

Children under the age of 13 are prohibited from submitting personal information to Equine Affaire, Inc. Federal Law prohibits websites from collecting and/or distributing personal information from children without parental consent. At this time, Equine Affaire, Inc. has no effective means to obtain and track parental consent. Therefore, Equine Affaire, Inc. must prohibit the submission of personal information from children under the age of 13.

DISCLAIMER

Equine Affaire, Inc. does not promise that the Site or any services, such as email, links, products, pricing, or searches offered on the Site will be error-free, uninterrupted, nor that it

will provide specific results from use of the Site or any Content, search or link on it. The Site and its Content are delivered on an "as-is" and "as-available" basis. Equine Affaire, Inc. cannot ensure that files that an individual downloads from the Site will be free of viruses or contamination or destructive features.

EQUINE AFFAIRE, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EQUINE AFFAIRE, INC. WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

Disputes

If there is any dispute about the Site or involving the Site, a visitor agrees that the dispute will be governed by the laws of the State of Ohio without regard to its conflict of law provisions. A visitor agrees to personal jurisdiction by and venue in the state and federal courts of the State of Ohio, in Madison County.

Indemnity

By visiting the Site, a visitor agrees to indemnify and hold Equine Affaire, Inc., its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of the individual's use of the Site.