

## **Terms & Conditions of Service(s)**

**“IMPACT HORSE” & "IMPACT HORSE - CONNECTING HUMANS AND HORSES,"** ("we," or "us") provides the IMPACT HORSE website at [www.ImpactHorse.org](http://www.ImpactHorse.org) ("Site").

These Terms of Service and Use, along with the IMPACT HORSE & IMPACT HORSE -CONNECTING HUMANS AND HORSES, located at [www.ImpactHorse.org/PRIVACYPOLICY](http://www.ImpactHorse.org/PRIVACYPOLICY) ("Privacy Policy"), set forth the legally binding terms of your access to and use of the Services ("Terms").

Please read the Terms carefully. You understand and agree that these terms set forth the legally binding terms and conditions for your use of the Site and Services, and the Site and Services are made available and provided to you exclusively under these Terms. By visiting, using or accessing Site and/or the Services, you agree to comply with and be bound by the Terms. If you do not agree with these Terms, you should leave the Site and discontinue use of the Site and Services immediately.

### **REGISTRATION & COLLECTION OF INFORMATION**

Depending on what events, services, and programs you desire to participate in you will need to register and become a part of the IMPACT HORSE organization contact list. You will find instructions on the Site. All collected information is stored securely and by no means will be shared with additional parties other than for registration purposes and internal fundraising campaigns to continue our mission and vision of connecting humans and horses through community programs. Your privacy is very important to us.

### **FEEES**

All programs and opportunities are held at low-cost to the general public in the community. As a local nonprofit organization, with 501c3 tax-exempt status, we accept donations and these are tax-deductible. Our EIN # is available for the purpose of filing taxes and as required by state and federal laws.

### **TERM**

This Agreement shall remain in full force and effect while you use the Site, Services, or are a member, volunteer, contributor of IMPACT HORSE & IMPACT HORSE - CONNECTING HUMANS AND HORSES.

### **YOUR RESPONSIBILITIES**

**IMPACT HORSE - Connecting Humans and Horses** provides the community with equine-assisted learning educational opportunities chosen by you to participate in and attend substantially as described on the Site. The Site and offerings are made available for your personal, internal, non-commercial use.

You must not use the Site or Services to: (a) violate any local, state, national or international law; (b) stalk, harass or harm another individual; (c) collect or store personal data about other users; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (e) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services. You must not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Content, Site, or Services, use of the Content, Site, or Services, or access to the Content, Site, or Services.

Without our prior written consent, you may not (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam); (b) use any high volume, automated, or electronic means (including without limitation robots, spiders, scripts or other automatic device) to access the Services or monitor or copy our web pages or the content contained thereon; (c) link or deep-link to the Site for any purpose; or (d) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. All information that you provide to us will be true, accurate and current.

### **MODIFICATIONS TO TERMS**

We may change the Terms including, without limitation, the privacy policy from time to time. We will notify you of any such changes via email. You agree that such amended Terms will be effective 30 days after the notice is sent to you. In addition, certain areas of the Services may be subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas. In the event that any of the additional terms of use governing such areas conflict with these Terms, these Terms shall control.

### **MODIFICATIONS TO SERVICES**

We reserve the right to modify or discontinue the Site or Services with or without notice to you. We shall not be liable to you or any third party should we exercise our right to modify or discontinue the Site or Services. If you object to any such changes, your sole recourse shall be to cease using the Site or Services. Continued use of the Site or Services following notice of any such changes shall indicate your acknowledgement of such changes and satisfaction with the Site or Services as so modified.

### **PRIVACY**

As part of the registration process, you will be asked to provide certain personal information to us. All uses of your personal information will be treated in accordance with our privacy policy which is hereby incorporated by reference. If you use the Site and/or the Services, you are accepting the terms and conditions of our privacy policy. If you do not agree to have your information used in any of the ways described in the privacy policy you must discontinue use of the Site and/or the Services.

## **INTELLECTUAL PROPERTY**

You acknowledge that **Impact Horse & Impact Horse - Connecting Humans and Horses** owns all rights, title and interest in and to the Services, including without limitation, the Site, and all underlying software and technology, including without limitation all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

## **RESPONSIBILITY FOR DEALINGS WITH THIRD PARTIES**

Your correspondence or ensuing relationship with nonprofit and public service organizations, volunteers, partners, advertisers, sponsors or other third parties found on or through the Services ("Volunteer Organization"), including posting or acceptance of volunteer opportunities, and any other terms or conditions associated with such dealings, are solely between you and the Volunteer Organization you choose to deal with. YOU AGREE THAT **IMPACT HORSE / IMPACT HORSE - CONNECTING HUMANS AND HORSES** WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, DAMAGE, OR OTHER LIABILITY OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS, OR AS THE RESULT OF THE PRESENCE OF SUCH PARTIES ON THE SERVICES AND YOU HEREBY IRREVOCABLY WAIVE ANY CLAIMS AGAINST **IMPACT HORSE / IMPACT HORSE - CONNECTING HUMANS AND HORSES** ARISING FROM OR RELATED TO YOUR RELATIONSHIP WITH A VOLUNTEER ORGANIZATION.

## **RELEASE OF LIABILITY**

You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from (i) any interactions with other **IMPACT HORSE / IMPACT HORSE - CONNECTING HUMANS AND HORSES** members, or (ii) your participation in any offline events or activities arising from or related to your use of the Services.

Pursuant to MAINE LAW Title 7: Chapter 743, "Each person engaged in recreational equestrian activities shall assume the risk and legal responsibility for any injury to his person or property arising out of the hazards inherent in equestrian sports, unless the injury was proximately caused by the negligence of the person providing the horse or horses to the individual engaged in recreational equestrian activities or the failure to guard or warn against a dangerous contrition, use, structure or activity by the person providing the horse or horses or his agents or employees."

### **§4103-A. Liability for equine activities**

1. Liability. Except as provided in subsection 2, an equine activity sponsor, an equine professional or any other person engaged in an equine activity is not liable for any property damage or damages arising from the personal injury or death of a participant or spectator resulting from the inherent risks of equine activities. Except as provided in subsection 2, a person may not make any claim or recover from any person for any property damage or damages for personal injury or death resulting from the inherent risks of equine activities. Each participant and spectator in an equine activity expressly assumes the risk and legal responsibility for any property damage or damages arising from personal injury or death that results from the inherent risk of equine activities. Each participant has the sole responsibility for knowing the range of that person's ability to manage, care for and control a particular equine or perform a particular equine activity. It is the duty of each participant to act within the limits of the participant's own ability, to maintain reasonable control of the particular equine at all times while participating in an equine activity, to heed all warnings and to refrain from acting in a manner that may cause or contribute to the injury of any person or damage to property.

[PL 1999, c. 498, §5 (NEW).]

For the purposes of this subsection, notice of the inherent risks of equine activity may be satisfied either by a statement signed by the person injured or by a sign or signs prominently displayed at the place where the equine activity was initiated.

[PL 1999, c. 498, §5 (NEW).]

**WARNING: Under Maine Law, an equine professional has limited liability for an injury or death resulting from the inherent risks of equine activities.**

#### **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. **IMPACT HORSE** EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES. **IMPACT HORSE** MAKES NO WARRANTY THAT THE SERVICES OR SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES OR SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES **IMPACT HORSE - CONNECTING HUMANS AND HORSES** MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR SITE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR SITE, OR THAT DEFECTS IN THE SERVICES OR SITE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF

THE SERVICES OR SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SERVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION. **IMPACT HORSE** MAKES NO WARRANTY REGARDING ANY DEALINGS WITH OR TRANSACTIONS ENTERED INTO WITH ANY OTHER PARTIES THROUGH THE SERVICES OR SITE. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, EFFORT AND RESULTS TO BE OBTAINED THROUGH THE USE OF THE SITE OR THE SERVICES IS WITH YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IMPACT HORSE OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

#### **LIMITATION ON LIABILITY**

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL **IMPACT HORSE / IMPACT HORSE - CONNECTING HUMANS AND HORSES**, OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE. The aggregate liability of IMPACT HORSE to you for all claims arising from or related to the Site or the Services is limited to Ten dollars (\$10).

#### **EXCLUSIONS AND LIMITATIONS**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.

#### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless **IMPACT HORSE/IMPACT HORSE-CONNECTING HUMANS AND HORSES**, its parents, subsidiaries, affiliates, officers,

directors, co-branders and other partners (including third-party partners to whom **IMPACT HORSE** may provide Your Content ("Third Parties")), employees, consultants and agents, from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that **IMPACT HORSE** or Third Parties may incur as a result of or arising from (1) Your Content and any information you (or anyone accessing the Services using your password) submit, post or transmit through the Services, (2) your (or access to the Services as you) violation of these Terms or applicable law, (3) your (or anyone using your account's) violation of any rights of any other person or entity, or (4) any information or content we collect from third parties through the Site or Service at your request, or (5) any viruses, trojan horses, worms, time bombs, cancelbots, spyware or other similar harmful or deleterious programming routines input by you into the Services.

### **INTELLECTUAL PROPERTY**

Certain of the names, logos, and other materials displayed in the Services constitute trademarks, trade names, service marks or logos ("Marks") of us or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

### **RESTRICTIONS ON USE**

The content made available to you through the Services, including without limitation, text, databases, software, code, music, sound, photos, and graphics ("Our Content"), is (1) subject to intellectual property and proprietary rights and laws, and (2) owned by **IMPACT HORSE / IMPACT HORSE - CONNECTING HUMANS AND HORSES** or its licensors. Our Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, publicly performed, publicly displayed, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors, with the sole exception that one copy may be downloaded onto a single computer for (a) your personal, noncommercial use if you are a volunteer or (b) your archival purposes, if you are a nonprofit or public service organization. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Content.

### **MISCELLANEOUS**

The Terms constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of the Services, superseding any prior agreements or negotiations between you and us with respect to the subject matter hereof. The Terms and the relationship between you and **IMPACT HORSE** shall be governed by the laws of the State of MAINE, without giving effect to any choice of laws or principles that would require the application of the laws of a different country or state. Any legal action, suit or proceeding arising out of or relating to the Terms, or your use of, the Services must be instituted exclusively in the federal or state courts located in Cumberland County, Maine and in no other jurisdiction. You further consent to personal jurisdiction and venue in, and agree to service of

process issued or authorized by, any such court. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect. This Agreement cannot be transferred or assigned by you without IMPACT HORSE / IMPACT HORSE - CONNECTING HUMANS AND HORSES prior written consent. The terms of this Agreement can only be modified as set forth in Section 3 or upon the IMPACT HORSE written agreement.

### **VIOLATIONS**

Please report any violations of the Terms to:

IMPACT HORSE P.O. BOX 313 SOUTH FREEPORT, ME 04078.