

Terms of Service

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Please read these terms of service carefully before using the <https://www.caballis.com> website operated by Caballis Equine Ltd.

Your access to and use of the service is conditioned on your acceptance of and compliance with these terms. These terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these terms. If you disagree with any part of the terms then you may not access the Service.

1. Intellectual Property

The Site and its original content, features and functionality are owned by Caballis Equine Ltd and are protected by international copyright, trademark, trade secret and other intellectual property or proprietary rights laws.

As between you and Caballis, Caballis retains all right, title, and interest in and to the Services. Nothing herein shall be construed to restrict, impair, encumber, alter, deprive, or adversely affect the Services or any of Caballis's rights or interests therein or any other Caballis intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials, or rights, tangible or intangible. All rights, title, and interest in and to the Services not expressly granted in this Agreement are reserved by Caballis. You may from time to time provide suggestions, comments or other feedback to Caballis with respect to the Services ("**Feedback**"). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for Caballis notwithstanding anything else. You shall, and hereby do, grant to Caballis a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

2. Products and Fees

2.1 Fees paid hereunder are non-refundable. For paid Services purchased online ("**Online Services**"), you must provide Caballis with a valid credit card or other payment method (e.g., PayPal account) to pay for such services. Some Services may be available as a one-time purchase, and others can be purchased as a monthly or yearly subscription. You agree that Caballis has permission to retain and/or share with financial institutions and payment processing firms (including any institutions or firms Caballis retains in the future) your submitted payment information in order to process your purchase. Depending on where you transact with us, the type of payment method used and where your payment method was issued, your transaction with us may be subject to foreign exchange fees or differences in prices, including because of exchange rates. Caballis does not support all payment methods, currencies, or locations for payment. If the payment method you use with us, such as a credit card, reaches its expiration date and you do not edit your payment method information or cancel or downgrade your account to a charge-free account, you authorize Caballis to continue billing your credit card and/or PayPal account and you remain responsible for any uncollected amounts. All applicable taxes are calculated based on the billing information you provide us at the time of purchase.

2.2 If you sign up for a free trial period for a Service that is subject to charges (the "**Free Trial**"), we may require you to provide us with a valid credit card or other valid payment method. We may start charging you automatically on the first day after the Free Trial is over, unless you cancel or downgrade

to a charge-free Service and uninstall any Apps or other items, as required for cancellation, before the end of the Free Trial period.

2.3 If you are purchasing Online Services on a subscription basis, you may have the option to purchase a monthly or a yearly subscription, **which will automatically renew** at the end of its applicable term. Subscriptions are billed in advance on a monthly or yearly basis (as per the option chosen when you purchased such Online Services) and are non-refundable for the subscription period they are purchased for. You agree that Caballis may process your credit card or other valid payment method on each monthly, annual, or other renewal term (based on the applicable billing cycle), on the calendar day corresponding to the first day you subscribed to Online Services. If your paid subscription to Online Services began on a day not contained in a subsequent month (e.g., your service began on January 30 and there is no February 30), we will process your payment on the last day of such month.

3. Limited warranties

We do not warrant or represent:

- (a) The completeness or accuracy of the information published on our website;
- (b) That the material on the website is up to date;
- (c) That the website or any service on the website will remain available; or
- (d) That the site, servers, content on the site, e-mail sent from us, or products or services available on the site, if any, will be free of any harmful components (including viruses).

We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

4. Limitations and exclusions of liability

Nothing in these terms and conditions will:

- (a) Limit or exclude any liability for death or personal injury resulting from negligence;
- (b) Limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) Limit any liabilities in any way that is not permitted under applicable law; or
- (d) Exclude any liabilities that may not be excluded under applicable law.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

We will not be liable to you in respect of any outcome resulting from our advice to improve and/or build muscle and/or fitness in horses or any other advice that may be given.

We will not be liable to you in respect of any inaccuracies in the muscle analysis results.

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

Caballis's total cumulative liability in connection with these terms of use, the site and all services provided under these terms of use, whether in contract or tort or otherwise, will not exceed the fees paid to Caballis hereunder in the 1 month preceding any such initial occurrence of liability (or, if no such fees have been paid, €10). You agree that the fees reflect the allocation of risk set forth in these terms of use and acknowledge that Caballis would not enter into these terms of use without these limitations on its liability.

5. Indemnity

You will indemnify and hold harmless Caballis, and its subsidiaries, affiliates, officers, agents or other partners, users, and employees, from and against any claim, liability, loss, expense or demand, including reasonable attorneys' fees, relating to or arising out of your content, your use of any other content, your use of or connection to the site and services (including any information, materials, products or services available through the site or services), your violation of these Terms of Use, or your violation of any applicable laws or any rights of another user or third party.

6. No Veterinary Advice

The content provided through the site, including all text, photographs, images, illustrations, graphics, audio, video and audio-video clips, and other materials, whether provided by Caballis or by other users or third parties is not intended to be and should not be used in place of: (A) the advice of your veterinarian or other equine professionals; (B) a visit, call or consultation with your veterinarian or other equine professionals; or (C) information contained on or in any product packaging or label. Our content does not constitute veterinary advice. Should you have any veterinary related questions, please call or see your veterinarian or other equestrian professional promptly.

You should never disregard veterinary advice or delay in seeking veterinary advice because of any content presented on this site, and you should not use our content for diagnosing or treating a health problem.

7. Termination

We may terminate or suspend access to our service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the

terms which by their nature shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

You are required to pay the fees for your account for the term of the plan selected in your registration prior to obtaining access to your account. All fees will be payable in advance, unless otherwise specified in your registration on the site. All plans automatically renew unless you terminate your account within the time specified in your registration or on the site for your plan before your plan is scheduled to renew. You are free to terminate your account at any time. Caballis will not provide any refund upon termination, but you will continue to have access to your account after you have terminated your account until the expiration of your plan's current term.

8. Links to Other Web Sites

Our service may contain links to third-party web sites that are not owned or controlled by Caballis Equine Ltd. Caballis Equine Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Caballis Equine Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise that you read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

9. Privacy Policy Consent

By agreeing to the Terms of Use, you also agree to comply with the terms of our online privacy policy posted on the Site (our "Privacy Policy"), which is incorporated into these Terms of Use. Before using the Site or Services or any Account, please carefully review our Privacy Policy. All personal data you provide to us as a result of your use of the Site, Services, or any Account will be handled in accordance with these Terms of Use and our Privacy Policy. We reserve the right to monitor your communications with us whether by mail, voice, fax, e-mail or any other form of transmission for the purposes of quality control, security and other business needs.

Without limiting any rights under the Privacy Policy, we will have the right to collect, extract, compile, synthesize, and analyse non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from your access to the Site and your use and operation of the Services. To the extent any such data or information is collected or generated by us, the data and information will be solely owned by us, and we may use it for any lawful business purpose without a duty of accounting to you, provided that the data and information is used only in an aggregated form, without directly identifying you, any user or customer, or any other entity or natural person as the source thereof.

10. Governing Law

These terms shall be governed and constructed in accordance with the laws of Ireland, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these terms will not be considered a waiver of those rights. If any provision of these terms is held to be invalid or unenforceable by a court, the remaining provisions of these terms will remain in effect. These terms constitute the entire agreement between us regarding our service, and supersede and replace any prior agreements we might have between us regarding the service.

11. Additional Terms

We or our affiliates may require you to follow additional rules, guidelines, or terms and conditions ("Additional Terms") in order to access and use various features of the Site, to participate in certain promotions available through the Site, or to receive other services offered from time to time ("Additional Services"). Before accessing or using the Additional Services, you will be required to agree any applicable Additional Terms. Any Additional Terms you agree to through the Site will become a part of these Terms of Use. If any Additional Terms differ from the terms of these Terms of Use, the Additional Terms will take precedent over the terms of these Terms of Use, but only with respect to the matters governed by the Additional Terms.

12. Changes

We reserve the right, at our sole discretion, to modify or replace these terms at any time. If a revision is made we will try to provide at least 30 days' notice prior to any new terms taking effect. By continuing to access our service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the service.

Contact Us

If you have any questions about these terms, please contact us.

Email: daniel@caballis.com