

Terms of Use

WEB SITE USE AGREEMENT

This Internet Web Site Use Agreement (the "Agreement") is between you and E-Quests, LLC and equestrians.com (the "Company"). Your use of the Company Internet Web Site equestrians.com (the "Web Site") is subject to the following terms and conditions of use:

(1) YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEB SITE. Use of the Web Site signifies your unconditional agreement to the terms and conditions of this Agreement. If you do not agree to these terms and conditions of use, do not access or otherwise use this Web Site.

(2) The Company may gather, process and use information and materials received from you (e.g., name, physical address, e-mail address) or collected through your use of the Web Site for any lawful reason or purpose.

(3) The Company reserves the right, at its sole discretion, from time to time to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on the Web Site.

(4) The Web Site, including the information, artwork, text, videos, graphics, images, pictures, audio and other materials (collectively known as the "Content") contained thereon, is protected by one or more copyrights pursuant to U.S. copyright laws, international conventions and other intellectual property laws. You will abide by any and all copyright notices, trademark notices, ownership information or restrictions contained in any Content on the Web Site. You may download and make copies of the Content and other downloadable items displayed on this Web Site, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content on the Web Site for reproduction, redistribution or publication to third parties for commercial purposes is expressly prohibited without prior written permission from the Company. All rights to the Company's copyrighted materials not expressly granted herein are reserved by the Company.

(5) The Company, at its sole discretion, may change, suspend or discontinue any aspect of the Web Site at any time, including the availability of any Web Site feature, database or Content. The Company may also impose limits on certain features and services or restrict your access to parts or all of the Web Site without notice or liability.

(6) You represent, warrant and covenant that you shall not upload, post or transmit to or distribute or otherwise publish through the Web Site any materials which: (i) restrict or inhibit any other user from using and enjoying the Web Site; (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or governmental regulation; (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (v) contain a virus or other harmful or destructive elements; (vi) contain any information, software or other material of a commercial nature; (vii) contain advertising of any kind; or (viii) constitute or contain false or misleading indications of origin or statements of fact.

(7) You hereby agree to defend, indemnify and hold harmless the Company, and all its officers, directors, agents, employees, information providers, affiliates, licensors and licensees from and against any and all liabilities,

claims, penalties, losses, damages, cost and expense (including court costs and reasonable attorney's fees, interest expense and amounts paid in compromise or settlement), suits or actions arising out of or resulting from any breach by you of this Agreement, including the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any claim. The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of the Company.

(8) The Web Site may contain hypertext links and pointers to the other World Wide Web Internet sites and resources operated and controlled by parties other than the Company. Links to and from the Web Site to such third party sites do not imply or constitute an endorsement by the Company of any third party material or contents and the Company does not assume any responsibility or liability for said third party materials or contents.

(9) The Company does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed or distributed through the Web Site. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. The Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Web Site.

(10) The Company reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the Company's sole discretion are objectionable or in violation of this Agreement.

(11) THE COMPANY WEB SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE WEB SITE, IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEB SITE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE WEB SITE, FOR ANY HYPERTEXT LINKS TO THIRD PARTY WEB SITES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEB SITE OR ANY LINKED SITE. FURTHER, THE COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEB SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED, ERROR FREE OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE COMPANY WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY SHALL NOT BE LIABLE FOR THE USE OF THE WEB SITE, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR ACCESS TO THE WEB SITE OR FOR ANY INFORMATION OBTAINED THROUGH THE WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THEREFORE THE PRECEEDING LIMITATION MAY NOT APPLY TO YOU.

(12) By posting messages, uploading files, inputting data or engaging in any other form of communication (individually or collectively "Communications") to the Web Site, you hereby grant to the Company a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise fully exploit such

Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against the Company for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights and rights of attribution in connection with such Communications.

(13) You acknowledge that Communications involving the Web Site are not confidential and that Communications may be read or intercepted by others. You acknowledge that by submitting Communications to the Company, no confidential, fiduciary, contractually implied or other relationship is created between you and the Company other than pursuant to this Agreement.

(14) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. YOU HEREBY AGREE AND CONSENT THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN THE STATE OF CALIFORNIA.

(15) The Company has a long standing policy that does not allow it to accept or consider creative ideas, suggestions or materials other than those which have been specifically requested or otherwise affirmatively solicited by the Company in writing. It is the intent of this policy to avoid possible misunderstandings as to the ownership of creative ideas, concepts, suggestions or materials. If you send any creative materials, suggestions, ideas, notes, drawings, concepts or other information (collectively known as the "Information") to the Company in printed form, electronic means or otherwise, the Information shall be deemed to be the property of the Company and shall not be subject to any obligations of confidence, non-disclosure or non-usage. The Company is hereby entitled to unrestricted usage of the Information on a worldwide basis without compensation to the provider of the Information on a worldwide basis without compensation to the provider of the Information.

(16) This Agreement constitutes the entire agreement between the Company and you with respect to your use of and access to the Web Site. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to the Web Site. Use of the Web Site is unauthorized in any jurisdiction that does not give effect to all of the terms and conditions of this Agreement. Any cause of action you may have with respect to your use of and access to the Web Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give legal effect to the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or the Web Site to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by the Company. The failure of the Company to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor bar the Company's right to enforce the provision.

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