

# Estride™ Terms of Service

*Latest Version June 20 2018*

## **1 Introduction**

1.1 Stride Innovations Ltd. designs products and tools that track everyday health and fitness of the horse and rider to lead healthier and more active lives, and we operate on [www.estride.store](http://www.estride.store). Currently, we have two products: The Estride™ Tracker and Estride™ Harmony (“Products”)

1.2 These Terms of Service (“Terms”) govern the purchase of our equine fitness and electronic body monitoring Products. These Terms also govern the use of our Services, this includes our websites [www.estride.store](http://www.estride.store) or [www.myestride.com](http://www.myestride.com), the software embedded in “Stride Innovations” devices, the “Stride Innovations” mobile applications, memberships and other “Stride Innovations” services, included future services we will offer (hereinafter referred to as “Stride Innovation Services”).

1.3 These Terms will change over time. All amendments we make to the Terms will be posted on [www.estride.store](http://www.estride.store), and we notify each User by email, through the “Stride Innovations” Service, or by presenting you with new Terms. Your continuous use of all our Products and Services means you agree with the most recent version of our Terms. All orders placed are subject to Stride Innovations’ acceptance. We may accept, decline, or place limits on your order for any reason.

1.4 “Stride Innovations” may change or discontinue, temporarily or permanently, any feature or component of the “Stride Innovations” Service at any time without notice. “Stride Innovations” is not liable to you or any third party for any modification, suspension or discontinuance of any feature or component of the “Stride Innovations” Service. We reserve the right to determine the timing and content of software updates, which may be automatically downloaded and installed by “Stride Innovations” products without prior notice to you.

## **2 Orders, Pricing, and Payments**

We always strive to communicate on our website correct pricing and product information. However, we cannot be held responsible or liable for any errors in pricing communications. Your order is always subject to cancellation by us, and we may do so in our sole discretion. Unless otherwise agreed, your payments must be received by us before the acceptance of an order.

### **3 Privacy & Cookie Policy and Warranty and Return Policy**

3.1 Any information that our Services will collect through the use of our Services is subject to the Privacy Policy, which is part of these Terms. Also, we fully comply with the latest General Data Protection Regulation (EU/2016/679).

3.2 Also, our Warranty and Return Policy applies to purchases made through the “Stride Innovations” store at [www.estrade.store](http://www.estrade.store), and supersede these Terms in the case of conflicting provisions.

### **4 Stride Innovations Users**

4.1 You may use our Services if you are over thirteen (13) years of age and are not barred from receiving services under the applicable law. Users may connect to our Services using a device that is manufactured, distributed, or sold by or on behalf of “Stride Innovations”; the “Stride Innovations” mobile applications; the “Stride Innovations” connect software; approved third-party applications; or [www.estrade.store](http://www.estrade.store) and [www.myestrade.com](http://www.myestrade.com).

4.2 You agree and acknowledge that you shall not connect any device to the “Stride Innovations” Service that is not manufactured, distributed, or sold by or on behalf of “Stride Innovations” (such as a knock-off or counterfeit version of a “Stride Innovations” Product); otherwise intends to resemble or purports to be a “Stride Innovations” Product; or any unauthorized application or third-party connection. Any violation or attempted violation of this provision may result in the immediate termination of your ability to access the “Stride Innovations” Service. If you have questions about whether a product or application qualifies as an Authorized Connection, please contact [support@stride-invent.com](mailto:support@stride-invent.com).

### **5 Account**

Full use of the “Stride Innovations” Service requires that you create an account by providing us with a valid email address and a strong password. You are responsible for all activity that occurs in association with your account. “Stride Innovations” explicitly waives its liability for any losses or damages caused by your failure to maintain your account credentials confidential or hidden. We may need to contact you about your use of the “Stride Innovations” Service. These communications are part of the “Stride Innovations” Service and you may not opt-out from receiving them. You can manage and opt-out from receiving other communications and keep your email address up-to-date from your account settings.

## **6 Stride Innovations's Rights**

6.1 "Stride Innovations Content" includes any text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the "Stride Innovations" Service to you. "Stride Innovations," the "Stride Innovations" Service and its underlying technology are protected by copyright, trademark, patent or any intellectual property according to the applicable law.

6.2 You agree not to remove, change or obscure any copyright, trademark, service mark or other intellectual propriety rights, incorporated in or accompanying the "Stride Innovations" Service. All presented content is for informational purposes only. Stride Innovations makes no representations or warranties whatsoever, as to the accuracy, completeness, reliability, correctness, timeliness or availability or the authenticity, identity, competence or otherwise of any party who created, displayed, supplied or transmitted such information and this information is not to be taken in substitution for the exercise of care and judgment by you.

6.3 Stride accepts no liability whatsoever for any direct or consequential losses arising from the use of or reliance on information we provide. If you do not agree to or are not satisfied with Estride or its content, your sole remedy is to cease using our services. Stride Innovations reserves the right to modify, add, remove or amend any or all of the contents or materials on the MyEstride portal at any time at its sole discretion.

## **7 User's License**

7.1 The "Stride Innovations" Service is intended for your personal, non-commercial use. "Stride Innovations" grants you a limited, non-exclusive, non-transferable, non-sub licensable license to (1) access and view the "Stride Innovations" Content, (2) access and use the software and mobile applications provided by the "Stride Innovations" Service, and (3) use the software that is embedded into "Stride Innovations" products as authorized in these Terms.

7.2 This license is provided solely for your pleasure of the "Stride Innovations" Service as permitted in these Terms. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display or perform, transmit, broadcast or otherwise exploit the "Stride

Innovations” Content, “Stride Innovations” Service or any portion thereof, except as expressly permitted in these Terms.

7.3 No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by “Stride Innovations” or its licensors, except for the licenses and rights expressly granted in these Terms.

7.4 “Stride Innovations” respects all applicable copyright laws and expects its users to do the same. It is Stride Innovations’ standard policy to terminate in appropriate circumstances account holders their subscription, when they repeatedly infringe the rights of copyright holders.

## **8 Forbidden Use**

Except to the extent permitted by law, you may not perform, attempt to perform, or encourage or assist others in implementing any of the following while accessing or using the “Stride Innovations” Service: (1) use, display, mirror or frame the “Stride Innovations” Service or any individual element within the “Stride Innovations” Service, Stride Innovations’ name, any “Stride Innovations” trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Stride Innovations’ express written consent; (2) access or tamper with non-public areas of the “Stride Innovations” Service, Stride Innovations’ computer systems, or the technical delivery systems of Stride Innovations’ providers; (3) test the vulnerability of any “Stride Innovations” system or breach any security or authentication measures; (4) circumvent any technological measure implemented by “Stride Innovations” or any of “Stride Innovations’ providers or any other third party (including another user) to protect the “Stride Innovations” Service or “Stride Innovations” Content; (5) access the “Stride Innovations” Service or “Stride Innovations” Content through the use of any mechanism other than through the use of an Authorized Connection, “Stride Innovations” Service or “Stride Innovations” API; or (6) modify, decompile, disassemble, reverse engineer, tamper with or otherwise attempt to derive the source code of any software that “Stride Innovations” provides you or any other part of the “Stride Innovations” Service.

## **9 Waiver of Liability**

9.1 Our goal is to provide helpful and accurate information on the “Stride Innovations” Service, but we make no endorsement, representation or warranty of any kind about any “Stride Innovations” Content, information, services or recommendations. The accuracy of the data collected and presented through

the “Stride Innovations” Service is not intended to match that of medical devices or scientific measurement devices. We are not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the “Stride Innovations” Service. Maps, directions, and other GPS or navigation data, including data relating to your current location, may from time to time be unavailable, inaccurate or incomplete. If you rely on any “Stride Innovations” Content or the “Stride Innovations” Service, you do solely so at your own risk.

9.2 Use of the “Stride Innovations” Service should not replace your good judgment and common sense. Please read and comply with all safety notices that accompany your “Stride Innovations” product or service.

## **10 Consult Your Doctor or Veterinary Physician**

The “Stride Innovations” Service is not intended to diagnose, treat, cure, or prevent any disease. If you or your horse has a certain medical condition, always consult your doctor or veterinary physician first before using the “Stride Innovations” Service, as you and your horse engage in an exercise or nutritious program for your horse. If you or your horse experience a medical emergency, stop using the “Stride Innovations” Service and consult immediately with a doctor or veterinary physician. We are not responsible for any health problems that may result from training programs, consultations, products, or events you learn about through the “Stride Innovations” Service. If you engage in any exercise program, you receive or learn about through the “Stride Innovations” service you agree that you do so at your own risk and as a consequence are voluntarily participating in these activities.

You acknowledge that prolonged contact with wearable devices may contribute to skin irritation or allergies in some horses. To reduce irritation, follow four simple wear and care tips: (1) Keep it clean; (2) keep it dry; (3) don’t wear it too tight, and (4) don’t keep the device on the horse for more than 2 (two) hours.

## **11 Feedback and Submissions Policy**

If you submit comments, ideas, or feedback to us, you agree that we can use them without any restrictions or compensation to you. We do not waive any rights to use similar or related ideas or feedback previously known to us, developed by “Stride Innovations,” or obtained from sources other than you.

## **12 Third Party Links and Services**

The “Stride Innovations” Service contains links to third-party websites, apps, services and resources (collectively “Third-Party Services”) that are not under the control of “Stride Innovations.” We provide these links only as a convenience and are not responsible for the content, products or services that are available from Third-Party Services. You acknowledge sole responsibility and assume all risk arising from your use of any Third-Party Services.

The “Stride Innovations” Service may provide the opportunity for you to link your “Stride Innovations” account, “Stride Innovations” data, or the “Stride Innovations” Service with Third-Party Services. Although we offer this opportunity, you acknowledge that any Third-Party Services that you use in connection with the “Stride Innovations” Service are not part of the “Stride Innovations” Service. You acknowledge that these Terms and the “Stride Innovations” Privacy Policy do not apply to any Third-Party Services. You are responsible for reading and understanding the terms and conditions and privacy policy that applies to your use of any Third-Party Services.

## **13 Termination**

If you violate these Terms, we reserve the right to terminate our collaboration and deactivate your account, at our sole discretion, at any time and without prior notice or being liable. Upon any such termination, we may delete all your content and other information related to your account. You may cancel your account at any time by contacting [support@stride-invent.com](mailto:support@stride-invent.com). Upon termination of this agreement, and the conclusion of our collaboration, each provision that may have effected remains in full force.

## **14 Legal Disclaimer**

THE “STRIDE INNOVATIONS” SERVICE AND “STRIDE INNOVATIONS” CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE preceding, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

We make no warranty that the “Stride Innovations” Service or “Stride Innovations” Content will meet your requirements or will be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the

“Stride Innovations” Service or any “Stride Innovations” Content. You acknowledge and agree that if you rely on any “Stride Innovations” Content or the “Stride Innovations” Service, you do so solely at your own risk.

## **15 Limitation of Liability**

NEITHER “STRIDE INNOVATIONS”, ITS SUPPLIERS OR LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE “STRIDE INNOVATIONS” SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE “STRIDE INNOVATIONS” SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT “STRIDE INNOVATIONS” HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL “STRIDE INNOVATIONS”’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE “STRIDE INNOVATIONS” SERVICE EXCEED THE AMOUNTS YOU HAVE PAID TO “STRIDE INNOVATIONS” FOR USE OF THE “STRIDE INNOVATIONS” SERVICE OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO “STRIDE INNOVATIONS”, AS APPLICABLE. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN “STRIDE INNOVATIONS” AND YOU.

## **16 Indemnification**

You will indemnify and hold harmless “Stride Innovations”, and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable attorneys’ fees arising out of or in any way connected with (i) your access to or use of the “Stride Innovations” Service, (ii) Your Content, or (iii) your breach of any warranties made by you hereunder or your violation of any other provision of these Terms. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **17 Governing Law**

This Limited Warranty shall be governed by the laws of England and Wales, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

## **18 Applicable National Consumer Protection Laws**

CONSUMERS MAY HAVE LEGAL RIGHTS UNDER APPLICABLE NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS. THESE RIGHTS ARE NOT AFFECTED BY THE PROVISIONS OF THESE TERMS, AND MANDATORY CONSUMER PROTECTION LAWS CAN SUPERSEDE THIS.