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Terms of Service

“Stride Innovations” designs products and tools that track everyday health and fitness of the horse and rider to lead healthier and more active lives. These Terms of Service (“Terms”) govern your use of our equine fitness and electronic body monitoring products, our websites, www.estrideride.com or www.myestrideride.com, the software embedded in “Stride Innovations” devices, the “Stride Innovations” mobile applications, memberships and other “Stride Innovations” services (collectively, the “Stride Innovations Service”).

You must accept these Terms to create a “Stride Innovations” account and to use the “Stride Innovations” Service. If you do not have an account, you accept these Terms by visiting www.estrideride.com or www.myestrideride.com or using any part of the “Stride Innovations” Service. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT CREATE AN ACCOUNT, VISIT www.estrideride.com or www.myestrideride.com OR USE THE “STRIDE INNOVATIONS” SERVICE.

These Terms May Change

These Terms will change over time. If we make minor changes to the Terms without materially changing your rights, we will post the modified Terms on www.estrideride.com. We will notify you by email, through the “Stride Innovations” Service, or by presenting you with a new Terms of Service to accept if we make a modification that materially changes your rights. When you use the “Stride Innovations” Service after a modification is posted, you are telling us that you accept the modified terms.

Read Our Privacy Policy

Any information that “Stride Innovations” collects through your use of the “Stride Innovations” Service is subject to the Privacy Policy, which is part of these Terms.

Who Can Use “Stride Innovations”?

You may use the “Stride Innovations” Service if you are over 13 years of age and are not barred from receiving services under applicable law. You may connect to the “Stride Innovations” Service 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.estride.store, www.myestride.com. You may not connect to the “Stride Innovations” Service with any device 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.

Creating an Account

Full use of the “Stride Innovations” Service requires that you create an account by providing us with a valid email address and strong password. You are responsible for all activity that occurs in association with your account. “Stride Innovations” is not liable for any loss or damages caused by your failure to maintain the confidentiality of your account credentials.

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.

Necessary Equipment

Full use of the “Stride Innovations” Service is dependent upon your use of a computer with adequate software or a supported mobile device and Internet access. The maintenance and security of this equipment may influence the performance of the “Stride Innovations” Service and it is your responsibility to ensure the equipment’s functionality.

Posting Your Content On The “Stride Innovations” Service

You may post your or your horses’ photos, exercise regimens, achievements, food logs, comments, pictures, and other content (“Your Content”) to the “Stride Innovations” Service. You retain all rights to Your Content that you post to the “Stride Innovations” Service. By making Your Content available on or through the “Stride Innovations” Service you grant to “Stride Innovations” a non-exclusive, transferable, sub licensable, worldwide, royalty-free license to use, copy, modify, publicly display, publicly perform and distribute Your Content only in connection with operating and providing the “Stride Innovations” Service.

You are responsible for Your Content. You represent and warrant that you own Your Content or that you have all rights necessary to grant us a license to use Your Content as described in these Terms. You also represent and warrant that Your Content and the use and provision of Your Content on the “Stride Innovations” Service will not: (a) infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (b) violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) be fraudulent, false, misleading or deceptive; (d) be defamatory, obscene, pornographic, vulgar or offensive; (e) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (f) be violent or threatening or promote violence or actions that are threatening to any person or entity; or (g) promote illegal or harmful activities or substances.

You also agree that Your Content will comply with the following community guidelines:

1. Be respectful of the opinions of others. Even though you might not agree with someone, that doesn't mean they are wrong or deserve to be belittled. Remember that what works for you may not work for everyone else. Give everyone the same courtesy you would expect in return.
2. Do not post profane or explicit content.
3. Do not post profile pictures that might be considered inappropriate.
4. Do not post communications that could be interpreted as threatening or harassing.
5. Do not post, advertise, or promote products or services commercially.

Stride Innovations's Rights

"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. Except for Your Content, "Stride Innovations" Content, the "Stride Innovations" Service and its underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United Kingdom and foreign countries. You agree not to remove, change or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the "Stride Innovations" Service.

Estride and its contents are for information purposes only. Stride Innovations makes no representations or warranties as to their 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 are not to be taken in substitution for the exercise of care and judgment by you. Stride Innovations Limited accepts no liability whatsoever for any direct or consequential loss arising from the use of or reliance on information provided herein the portal.

If you do not agree to or are not satisfied with Estride or its contents, your sole remedy is to discontinue 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 absolute discretion.

What You Can Do On The “Stride Innovations” Service

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. This license is provided solely for your personal use and enjoyment 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, publicly perform, transmit, broadcast or otherwise exploit the “Stride Innovations” Content, “Stride Innovations” Service or any portion thereof, except as expressly permitted in these Terms. 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.

Things You Cannot Do On The “Stride Innovations” Service

Except to the extent permitted by law, you may not perform, attempt to perform, or encourage or assist others in performing 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 to you or any other part of the “Stride Innovations” Service.

Our Enforcement Rights

We are not obligated to monitor access or use of the “Stride Innovations” Service, “Stride Innovations” Content, or Your Content or to review or edit any “Stride Innovations” Content or Your Content, but we have the right to do so for the purpose of operating the “Stride Innovations” Service, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable access to the “Stride Innovations” Service, any “Stride Innovations” Content, or Your Content at any time and without notice, and at our sole discretion, if we determine that the “Stride Innovations” Content, Your Content, or your use of the “Stride Innovations” Service is objectionable or in violation of these Terms. We have the right to investigate violations of these Terms and any conduct that affects the “Stride Innovations” Service.

Use The “Stride Innovations” Service At Your Own Risk

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 be unavailable, inaccurate or incomplete. If you rely on any “Stride Innovations” Content or the “Stride Innovations” Service, you do so solely at your own risk.

Consult Your Doctor/Vet Before Using The “Stride Innovations” Service

The “Stride Innovations” Service is not intended to diagnose, treat, cure, or prevent any disease. If you or your horse have a medical, consult your doctor before using the “Stride Innovations” Service, engaging in an exercise program or changing your or your horses’ diet. If you or your horse experience a medical emergency, stop using the “Stride Innovations” Service and consult with a medical professional. 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 are voluntarily participating in these activities.

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 it on the horse for more than 2 (two) hours.

Use Common Sense

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.

DMCA/Copyright Policy

“Stride Innovations” respects copyright law and expects its users to do the same. It is “Stride Innovations’s policy to terminate in appropriate circumstances account holders who repeatedly infringe the rights of copyright holders.

Additional Policies Apply To Product Orders

“Stride Innovations’s Return policy and warranty apply to purchases made through the “Stride Innovations” store at www.estride.store. All orders placed are subject to “Stride Innovations”’s acceptance. We may accept, decline, or place limits on your order for any reason.

Feedback And Submissions Policy

If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction 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.

You Agree to Receive Alerts And Notifications

As part of your use of the “Stride Innovations” Service, you may receive notifications, text messages, alerts, or emails. You agree to the receipt of these communications. You can control receipt of non-service related communications from your account settings. You are responsible for any messaging or data fees you may be charged by your wireless carrier.

We Are Not Responsible For Third-Party Links On The “Stride Innovations” Service

The “Stride Innovations” Service contains links to third-party websites, apps, services and resources (collectively “Third-Party Services”) that are not under “Stride Innovations”’s control. 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.

“Stride Innovations” Does Not Control Third-Party Services That You Link With Your “Stride Innovations” Account

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.

Changes To The “Stride Innovations” Service

“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 to 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.

Termination

If you violate these Terms, we reserve the right to deactivate your account or terminate these Terms, at our sole discretion, at any time and without notice or liability to you. Upon any such termination, we may delete Your Content and other information related to your account. You may cancel your account at any time by contacting support@stride-invent.com. Upon any termination, discontinuation or cancellation of the “Stride Innovations” Service or your account, the following provisions of these Terms will survive: Posting Your Content On The “Stride Innovations” Service; “Stride Innovations”'s Rights; Our Enforcement Rights; Consult Your Doctor/Vet Before Using The “Stride Innovations” Service; Termination; Disclaimers; Indemnity; Limitation of Liability; Dispute Resolution; and General Terms.

Disclaimers

THE “STRIDE INNOVATIONS” SERVICE AND “STRIDE INNOVATIONS” CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, 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 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.

Indemnity

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.

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.

Dispute Resolution

You agree that any dispute between you and “Stride Innovations” arising out of or relating to these Terms of Service, the “Stride Innovations” Service, or any other “Stride Innovations” products or services (collectively, “Disputes”) will be governed by the arbitration procedure outlined below.

Governing Law: The Terms of Service and the resolution of any Disputes 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. And You consent to arbitration located in London, England in accordance with the London Court of International Arbitration Rules

Informal Dispute Resolution: We want to address your concerns without needing a formal legal case. Before filing a claim against “Stride Innovations”, you agree to try to resolve the Dispute informally by contacting support@stride-invent.com. We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 15 days after submission, you or “Stride Innovations” may bring a formal proceeding.

We Both Agree To Arbitrate: You and “Stride Innovations” agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Opt-out of Agreement to Arbitrate: You can decline this agreement to arbitrate by contacting legal@stride-invent.com within 30 days of first accepting these Terms of Service and stating that you (include your first and last name) decline this arbitration agreement.

No Class Actions: You may only resolve Disputes with “Stride Innovations” on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under our agreement.

Limitation on Claims: Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the “Stride Innovations” products or “Stride Innovations” Service must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

General Terms

Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between “Stride Innovations” and you regarding the “Stride Innovations” Service, and these Terms supersede and replace any and all prior oral or written understandings or agreements between “Stride Innovations” and you regarding the “Stride Innovations” Service and “Stride Innovations” Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without “Stride Innovations”'s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. “Stride Innovations” may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by “Stride Innovations” under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the “Stride Innovations” Service. For notices made by e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.

“Stride Innovations”'s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right

or provision will be effective only if in writing and signed by a duly authorized representative of “Stride Innovations”. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Additional Terms May Apply

Additional terms may apply to certain products or services. In the event that there is a conflict between these Terms and any additional terms, the additional terms will control.

Contact Us

PLEASE CONTACT US IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS.

Stride Innovations Limited.

support@Stride-invent.com