

## 1. Acceptance of Terms:

The following are the terms and conditions applicable to access to and/or use of all websites. Webinars and events owned and run by Evergood Equestrian Association (the 'Sites', 'Webinars', 'Events'). By gaining access to and/or using the 'Sites', 'Webinars' or 'Events', you agree to comply with these terms and conditions and all applicable laws, rules and regulations. We reserve the right to change these terms and conditions from time to time by posting the new version on the 'Sites', so please check this page regularly.

DressageTraining.tv/RideWithYourMind Demo Day is owned and run by Evergood Equestrian Association (EEA).

## 2. User Eligibility:

You must be at least 18 years of age or older to subscribe to the 'Sites' service. Minors may only use the service with the involvement, supervision and approval of a parent or guardian.

## 3. Membership Subscription:

**Membership.** Your membership of the 'Sites' will continue until terminated. To use the 'Sites' service you must have Internet access and an internet ready device and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your Payment Method (see "Cancellation" below).

**Billing Cycle.** The membership fee for the 'Sites' service will be charged to your Payment Method on the specific payment date indicated on the "My Account" page. The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service. In some cases your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid membership began on a day not contained in a given month. Log in and go to the "My Account" page to check your payment dates. If you signed up for the 'Sites' using your account with a third party as a Payment Method, you can find the billing information about your 'Sites' membership by visiting your account with the applicable third party.

**Payment Methods.** To use the 'Sites' service you must provide one or more Payment Methods. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

**Updating your Payment Methods.** You can update your Payment Methods by going to the "My Account" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s).

#### **4. Course, Webinar and Ticketed Event Access and Content:**

**Access to courses.** Upon entering into a subscription agreement with the 'Sites', you will promptly receive an email containing instructions detailing how to access and log into our website. If you do not immediately receive this email, first check your spam/junk folder and then contact the Support Team (see "Contact Information" below). This email will include the necessary login credentials and guidance to facilitate seamless entry into the subscribed services. It is imperative that you retain this email and its contents for future reference. Should any complications arise or if you encounter difficulties with the login process, our support team is readily available to provide assistance (see "Contact Information" below).

**Access to Webinars.** Registration is required to attend webinars. Registration must be completed online according to the instructions provided. Once registered, you will receive a confirmation email with access details for the webinar. You are responsible for testing your own system capabilities prior to the webinar start time to ensure you can access and view the webinar on your devices. The host is not liable for technical issues on the attendee's end, that result in inability to access the live stream or webinar recording.

The host reserves the right to modify or discontinue, temporarily or permanently, the webinar at any time with no liability to you. Notice of any changes will be provided by email to registered attendees.

Please note that we reserve the right to record webinar sessions. Recorded webinars may be used for promotional purposes on our 'Sites' at our discretion.

**Content Availability.** We are committed to providing you with access to the subscribed content as outlined in your chosen subscription plan. However, we reserve the right to modify, update, or remove content at our discretion. While we strive to maintain uninterrupted access, technical issues, maintenance, or other unforeseen circumstances may occasionally impact content availability. In such cases, we will endeavour to restore access promptly. It is important to note that you are granted a non-transferable and non-exclusive license to access the content for personal use during your active subscription period. We do not guarantee the availability of specific content indefinitely. By agreeing to these terms, you acknowledge the dynamic nature of online content and consent to the terms of access as described.

**Restrictions on Use.** The information and materials on the 'Sites' ('Information') are provided for the personal use of subscribers or potential subscribers of the 'Sites' to review information on events, promotions, and to buy tickets or packages.

Subscribers are authorised to visit, view and keep copies of pages on the 'Site' for their own personal use only. Subscriptions and Webinar registrations are non-transferrable and multiple persons cannot view the 'Sites' or webinars on a single registration.

In addition, you must not:

- Copy, download, publish or distribute any Information for any purpose not authorised by these terms and conditions.
- Modify any of the Information.
- Use any Information for any public display, performance, sale or rental.
- Transfer, remove, modify or alter any copyright, trade mark or other proprietary notice.
- Transfer any Information to any other person.

- Link your web-site to the 'Site', other than to its home page (without prior agreement).
- Use the 'Site' or link it with other web-sites to sell or re-sell tickets Privacy Policy.

**Paid for events.** When you book with us we may ask for your name, address, credit card details and telephone number and email address. We may also ask you where you saw promotional material referring to the event that you are booking. This allows us to fulfil your ticket request and track your order and contact you regarding your booking. No personal information provided by you will be used for marketing purposes unless you agree to the data protection statement when completing a booking.

**Disclaimers.** The information is provided on an 'as is' and 'as available' basis. All express or implied warranties of any kind (including warranties of merchantability, fitness for purpose and non-infringement of the intellectual property of a third party) are excluded to the fullest extent permitted by applicable law. Evergood Equestrian Association gives no representation or assurance of uninterrupted or neither error free service nor that the Site will provide any specific search results.

Evergood Equestrian Association will regularly change the information from time to time without notice but makes no commitment to keep the information up-to-date nor is any warranty given by Evergood Equestrian Association to the currency, accuracy or completeness of the Information.

**Ticket Purchase.** Ticket purchases are non-transferable and non-refundable. We will not be responsible for any tickets that are lost or stolen. Any person found making unlawful resale (or attempted unlawful resale) of a ticket will be subject to grounds for seizure or cancellation of that ticket without refund or other compensation. Tickets are issued subject to these rules and regulations. We regret tickets cannot be exchanged or refunded after purchase. Please check your booking before placing the order and please check your tickets on receipt, as mistakes cannot always be rectified. It is the responsibility of the ticket holder to ascertain the date and time of any rearranged event.

**Admission to venues.** The venue management reserves the right to refuse admission and may on occasions have to conduct security searches to ensure the safety of the patrons. Evergood Equestrian Association would advise customers that no refunds will be offered to customers who are refused entry or ejected from a venue on account of declining to be searched, abusive, threatening, drunken or other antisocial behaviour (including smoking in no smoking areas), carrying offensive weapons or illegal substances, or making unauthorised audio, video or photographic recordings.

Unless notification of your order is received from the Evergood Equestrian Association no booking is confirmed. Tickets are sold subject to the organiser's right to alter or vary the programme including but not limited to changes to the advertised programme due to events or circumstances beyond its control without being obliged to refund monies or exchange tickets.

Evergood Equestrian Association cannot be held responsible for any errors or omissions on the website. If this ticket is re-sold or transferred for profit or commercial gain by anyone other than the Promoter, Venue Management, Evergood Equestrian Association or one of their authorised subagents, it will become voidable and the holder may be refused entry to or ejected from the venue. The Promoter, Venue Management and Evergood Equestrian Association accept no responsibility for any personal property. The acceptance of this order is not a guarantee of availability. If we are unable to fulfil your request you will be notified at the earliest possible opportunity and an alternative may be offered.

**General Information.** Evergood Equestrian Association will not be responsible for any delay in the delivery of tickets due to circumstances beyond its control. It is the responsibility of the ticket holder to contact Evergood Equestrian Association in the event of non-delivery. Evergood Equestrian Association will not be responsible for data communications failure or malfunction. All tickets may carry a booking fee as determined by Evergood Equestrian Association. By placing an order on this site you accept all booking fees charged. Evergood Equestrian Association's agreement is to supply tickets, subject to availability. In the event of any errors, which are the direct result of actions of Evergood Equestrian Association management or staff, we are only responsible for the refund of the cost of the ticket. Our agreement does not cover the cost of travel or accommodation. Evergood Equestrian Association cannot take responsibility for travel difficulties such as strikes or inclement weather, or any other circumstances beyond our control.

**Re-admission.** There is a re-admission policy in which persons must make gate staff aware that they wish to re-enter the site before leaving the site. A coloured wristband will be issued by gate staff. This must be worn at all times to gain re-entry. Any wristbands not worn will not be subject to the re-entry procedure. Re-entry is for the day the ticket is valid only.

**Emailed Tickets.** All tickets ordered online will be emailed to the recipient. Each Ticket has a unique barcode number which can be used once for entry to a show any one day. Your booking reference for the entire order is also printed on the ticket in case of query. Please check that you have enough ink in your printer to print each individual ticket in the email with the barcode clearly displayed. Emailed entry tickets can be printed in black and white or colour. It is the responsibility of the ticket purchaser to print the tickets. Evergood Equestrian Association will not be sending any tickets to those who order tickets online.

## **5. Intellectual Property:**

All course materials, videos, Webinars and content provided on the 'Site' or at Events are protected by intellectual property laws, including but not limited to copyright and trademark laws. The content is solely for the use of subscribers and ticket holders and may not be reproduced, distributed, or transmitted in any form or by any means, without the prior written permission of Evergood Equestrian Association. Subscribers are granted a limited, non-exclusive, and non-transferable license to access and use the content for personal, non-commercial purposes. Any unauthorized use or reproduction of the content may result in legal action.

## **6. User Conduct:**

Our website is designed to foster a safe, respectful and inclusive community for our subscribers. We expect all members to treat each other with courtesy and maintain a constructive environment. By participating in our forum, you agree to uphold the values of the equestrian world and contribute positively to the social license we aim to establish and maintain. Please refrain from engaging in any form of harassment, discrimination, offensive language, or personal attacks, or any actions that may harm the reputation of the equestrian world. Additionally, avoid sharing sensitive personal information or violating the privacy of others.

Upholding the social license of the equestrian community is of paramount importance to us. Violation of our rules – especially on our Forums – may result in immediate actions taken by Evergood Equestrian Association. These actions may include, but are not limited to, warnings, temporary suspension of privileges, or permanent expulsion from the forum and subscription

service. In cases of severe misconduct, we reserve the right to cancel a member's subscription without refund.

Together we can create a supportive and informative space that exemplifies the best of the equestrian world. We are committed to creating a safe and inclusive space for all subscribers and encourage all members to report any violations of our forum guidelines to ensure our community remains a respectful and enjoyable environment.

## **7. Privacy Policy:**

**Privacy Statement.** This Privacy Statement explains our practices, including your choices, regarding the collection, use, and disclosure of certain information, including your personal information in connection with the [www.dressagetraining.tv](http://www.dressagetraining.tv) service.

**Contacting Us.** If you have general questions about your account or how to contact customer service for assistance, please email [support@dressagetraining.tv](mailto:support@dressagetraining.tv). For questions specifically about this Privacy Statement, or our use of your personal information, cookies or similar technologies, please contact our Data Protection Officer/Privacy Office by email at [accounts@ever-good.co.uk](mailto:accounts@ever-good.co.uk).

The data controller of your personal information is Mike Clark. Please note that if you contact us to assist you, for your safety and ours we may need to authenticate your identity before fulfilling your request.

**Collection of Information.** We receive and store information about you such as:

Information you provide to us: We collect information you provide to us which includes: your name, email address, address or postal code, payment method(s), telephone number, and other identifiers you might use (such as forum names). This will include gender and date of birth if you complete any of our surveys. We collect this information in a number of ways, including when you enter it while using our service, interact with our customer service, or participate in surveys or marketing promotions.

Information we collect automatically: We collect information about you and your use of our service, your interactions with us and our advertising, your computer or other capable devices you might use to access our service (such as mobile devices). This information includes: your activity on the DressageTraining.tv service, such as content you have watched, ads viewed (if applicable); your interactions with our emails and texts, and with our messages through push and online messaging channels; details of your interactions with our customer service, such as the date, time and reason for contacting us, transcripts of any chat conversations, and if you call us, your phone number and call recordings; device IDs or other unique identifiers, including for your network devices (such as your URL); resettable device identifiers (also known as advertising identifiers), such as those on mobile devices, tablets, and streaming media devices that include such identifiers (see the "Cookies and Internet Advertising" section below for more information); device and software characteristics (such as type and configuration), connection information including type (wifi, cellular), statistics on page views, referring source (for example, referral URLs), IP address (which can be used to tell us your general location, such as your city, state/province, and postal code), browser and standard web server log information; information collected via the use of cookies, web beacons and other technologies, including ad information (such as information on the availability and delivery of ads, the site URL, as well as the date and time). (See our "Cookies and Internet Advertising" section for more details.)

Use of Information. We use information to provide, analyse, administer, enhance our services and marketing efforts, to process your registration, your orders and your payments, and to communicate with you on these and other topics. For example, we use such information to:

- determine your general geographic location (such as your city, state/province, and postal code);
- help us quickly and efficiently respond to inquiries and requests;
- secure our systems, prevent fraud and help us protect the security of DressageTraining.tv accounts;
- prevent, detect and investigate potentially prohibited or illegal activities, including fraud, and to enforce our terms (such as determining whether and for which DressageTraining.tv signup offers you are eligible and determining whether a particular device is permitted to use the account consistent with our Terms of Use);
- analyse and understand our audience, improve our service (including our user interface experiences and service performance) and optimize content, and delivery;
- communicate with you concerning our service so that we can send you news about DressageTraining.tv, details about new features and content available on DressageTraining.tv, special offers, promotional announcements, member surveys, and to assist you with operational requests such as password reset requests. These communications may be by various methods, such as email, push notifications, text message, online messaging channels, and matched identifier communications (described below). Please see the "Your Choices" section of this Privacy Statement to learn how to set or change your communications preferences and to learn more about matched identifier communications.

Our legal basis for collecting and using the personal information described in this Privacy Statement will depend on the personal information concerned and the specific context in which we collect and use it. We will normally collect personal information from you where we need the personal information to perform a contract with you (for example, to provide our services to you), where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms (for example, our direct marketing activities in accordance with your preferences), or where we have your consent to do so (for example, for you to participate in certain consumer insights activities like specific surveys and focus groups). In some cases, we may also have a legal obligation to collect personal information from you or may otherwise need the personal information to protect your vital interests or those of another person (for example, to prevent payment fraud or confirm your identity). For questions about our use of your personal information (including legal bases and transfer mechanisms we rely on), cookies or similar technologies, please contact our Data Protection Officer/Privacy Office by email at [accounts@evergood.co.uk](mailto:accounts@evergood.co.uk).

**Disclosure of Information.** We disclose your information for certain purposes and to third parties, as described below:

The Evergood Equestrian Association family of companies: We share your information among the Evergood Equestrian Association family of companies as needed for: providing you with access to our services; providing customer support; making decisions about service improvements; content development; and for other purposes described in the Use of Information section of this Privacy Statement.

**Service Providers:** We use other companies, agents or contractors ("Service Providers") to perform services on our behalf or to assist us with the provision of services to you. For example, we engage Service Providers to provide marketing, advertising, communications, security, infrastructure and IT services, to customize, personalize and optimize our service, to provide bank account or balance information, process credit card transactions or other payment methods, to provide customer service, to analyze and enhance information (including information about users' interactions with our service), and to process and administer consumer surveys. In the course of providing such services, these Service Providers may have access to your personal or other information. We do not authorize them to use or disclose your personal information except in connection with providing their services (which includes maintaining and improving their services).

**Partners:** As described above, you may have a relationship with one or more of our Partners, in which case we may share certain information with them in order to coordinate with them on providing the DressageTraining.tv service to members and providing information about the availability of the DressageTraining.tv service. For example, depending on what Partner services you use, we may share information:

In order to facilitate Partner pre-paid promotions or collection of payment for the DressageTraining.tv service for distribution to us;

**Advertisers/Ad Measurement Companies:** We may share information collected from or about you with Advertisers and/or Ad Measurement Companies to select advertisements, and measure and improve advertising effectiveness. As a reminder, please see the Information from Other Sources section above if you have questions regarding the role of Advertisers or Ad Measurement Companies.

**Promotional offers:** We may offer joint promotions or programs that, in order for your participation, will require us to share your information with third parties. In fulfilling these types of promotions, we may share your name and other information in connection with fulfilling the incentive. Please note that these third parties are responsible for their own privacy practices.

**Protection of DressageTraining.tv and others:** DressageTraining.tv and its Service Providers may disclose and otherwise use your personal and other information where we or they reasonably believe such disclosure is needed to (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce applicable terms of use, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address illegal or suspected illegal activities (including payment fraud), security or technical issues, or (d) protect against harm to the rights, property or safety of DressageTraining.tv, its users or the public, as required or permitted by law.

**Business transfers:** In connection with any reorganization, restructuring, merger or sale, or other transfer of assets, we will transfer information, including personal information, provided that the receiving party agrees to respect your personal information in a manner that is consistent with our Privacy Statement.

Whenever in the course of sharing information we transfer personal information to other countries, we will ensure that the information is transferred in accordance with this Privacy Statement and as permitted by the applicable laws on data protection. Specifically, we use a variety of contractual, organizational and technical protections as appropriate for such transfers, including data protection agreements and the UK International Data Transfer Addendum (<https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>) to the EU standard contractual clauses (<https://ec.europa.eu/info/law/law-topic/data-protection/international->

dimension-data-protection/standard-contractual-clauses-scc\_en); technical protections such as encryption, and practices to challenge disproportionate or unlawful government authority requests.

You may also choose to disclose your information in the following ways:

- certain portions of our service may contain a tool which gives you the option to share information by email, text message and social or other sharing applications, using the clients and applications on your smart device;
- social plugins and similar technologies allow you to share information, and
- Social plugins and social applications are operated by the social networks themselves, and are subject to their terms of use and privacy policies.

**Access to Account.** "Remember me" function: For ease of access to your account, you can use the "Remember me on this device" function when you log in to the website. This function uses technology that enables us to provide direct account access and to help administer the DressageTraining.tv service without requiring re-entry of any password or other user identification when your browser revisits the service.

**Your Choices.** Email and Text Messages. If you no longer want to receive certain communications from us via email or text message, click the "unsubscribe" link in the email or reply STOP (or as otherwise instructed) to the text message. Please note that you cannot unsubscribe from service-related correspondence from us, such as messages relating to your account transactions.

To exercise choice around cookies or resettable device IDs being collected or for any purposes outside of subscription plan, please utilize the tools in the Cookies and Internet Advertising section below.

### **Cookies and Internet Advertising**

**How Do You Use Cookies?** Our Site may place and access certain first-party Cookies on your computer or device. First-party Cookies are those placed directly by us and are used only by us. We use Cookies to facilitate and improve your experience of our Site and to provide and improve our products and services. We have carefully chosen these Cookies and have taken steps to ensure that your privacy and personal data is protected and respected at all times.

By using our Site, you may also receive certain third-party Cookies on your computer or device. Third-party Cookies are those placed by websites, services, and/or parties other than us. Third-party Cookies are used on our Site for website usage analysis. For more details, please refer to the table below. These Cookies are not integral to the functioning of our Site and your use and experience of our Site will not be impaired by refusing consent to them.

All Cookies used by and on our Site are used in accordance with current Cookie Law.

Before Cookies are placed on your computer or device, you will be shown notice requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of our Site may not function fully or as intended. You will be given the opportunity to allow only first-party Cookies and block third-party Cookies.

Certain features of our Site depend on Cookies to function. Cookie Law deems these Cookies to be "strictly necessary". These Cookies are shown in the table below. Your consent will not be sought to



place these Cookies, but it is still important that you are aware of them. You may still block these Cookies by changing your internet browser’s settings as detailed below, but please be aware that our Site may not work properly if you do so. We have taken great care to ensure that your privacy is not at risk by allowing them.

The following first-party Cookies may be placed on your computer or device:

Name of Cookie

Purpose                      Necessity

mm\_cookie\_\_wponce

mm\_cookie\_action

mm\_cookie\_cloned

mm\_cookie\_code

mm\_cookie\_ids

mm\_cookie\_item

mm\_cookie\_message

mm\_cookie\_module

mm\_cookie\_p

mm\_cookie\_page

mm\_cookie\_post

mm\_cookie\_preview

mm\_cookie\_wc-ajax

mm\*    Managing membership accounts for members of Dressage Training TV    Yes, if you are a member

woocommerce\_items\_in\_cart

wp\_woocommerce\_session\*

woocommerce\_cart\_hash              Shopping cart management              Yes, if you are purchasing products

wordpress\_logged\_in\_6ca79227b7f6459217af322050c330b7

wordpress\_sec\_6ca79227b7f6459217af322050c330b7

wordpress\_sec\_6ca79227b7f6459217af322050c330b7

wp-settings-1

wp-settings-time-1              Logged in status for members and customers              Yes if you are a member or purchasing a product

and the following third-party Cookies may be placed on your computer or device:

Name of Cookie Provider	Purpose
_ga, _gat, _gid	Google Analytics Website usage analysis

Our Site uses analytics services provided Google Analytics. Website analytics refers to a set of tools used to collect and analyse anonymous usage information, enabling us to better understand how our Site is used. This, in turn, enables us to improve our Site and the products and services offered through it.

The analytics service(s) used by our Site use(s) Cookies to gather the required information. You do not have to allow us to use these Cookies, however whilst our use of them does not pose any risk to your privacy or your safe use of our Site, it does enable us to continually improve our Site, making it a better and more useful experience for you.

In addition to the controls that we provide, you can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all Cookies or only third-party Cookies. By default, most internet browsers accept Cookies, but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.

You can choose to delete Cookies on your computer or device at any time, however you may lose any information that enables you to access Our Site more quickly and efficiently including, but not limited to, login and personalisation settings.

It is recommended that you keep your internet browser and operating system up-to-date and that you consult the help and guidance provided by the developer of your internet browser and manufacturer of your computer or device if you are unsure about adjusting your privacy settings.

#### Your Information and Rights

You can request access to your personal information, or correct or update out-of-date or inaccurate personal information we hold about you. You may also request that we delete personal information that we hold about you.

When you visit the "My Account" portion of our website, where you have the ability to access and update a broad range of information about your account, including your contact information, your payment information. You must be signed in to access the "My Account" section.

For other requests, or if you have a question regarding our privacy practices, please contact our Data Protection Officer/Privacy Office at [accounts@ever-good.co.uk](mailto:accounts@ever-good.co.uk). We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

You can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information; if we have collected and processed your personal information with your consent, then you can withdraw your consent at any time; withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. Please also see the "Your Choices" section of this Privacy Statement (above) for additional choices regarding your information. You have the right to

complain to a data protection authority about our collection and use of your personal information (for the UK, the office of the UK Information Commissioner).

**Retention of Information:** We may retain information as required or permitted by applicable laws and regulations, including to honour your choices, for our billing or records purposes and to fulfil the purposes described in this Privacy Statement. Specifically, we retain information for our legitimate interests and essential business purposes, such as operating, maintaining and improving our services; complying with our legal obligations; and exercising our legal rights and remedies, including enforcing our terms of use. Our retention of information is based on many factors such as your relationship with DressageTraining.tv (for example, are you a DressageTraining.tv current member); the nature of the information; compliance with our legal obligations; defending or resolving actual or anticipated legal claims. We take reasonable measures to destroy or de-identify personal information in a secure manner when it is no longer required.

**Security.** We use reasonable administrative, logical, physical and managerial measures to safeguard your personal information against loss, theft and unauthorized access, use and modification. These measures are designed to provide a level of security appropriate to the risks of processing your personal information.

**Children.** You must be at least 18 years of age or older to subscribe to the DressageTraining.tv service. Minors may only use the service with the involvement, supervision, and approval of a parent or legal guardian.

**Changes to This Privacy Statement.** We will update this Privacy Statement from time to time in response to changing legal, regulatory or operational requirements. We will provide notice of any such changes (including when they will take effect) in accordance with law. Your continued use of the DressageTraining.tv service after any such updates take effect will constitute acknowledgement and (as applicable) acceptance of those changes. If you do not wish to acknowledge or accept any updates to this Privacy Statement, you may cancel your use of the DressageTraining.tv service.

## **8. Disclaimer of Liability:**

Evergood Equestrian Association and the 'Sites', 'Webinars', 'Events' strives to provide accurate and safe online horse riding lessons and other equestrian instruction. **However, horse riding inherently carries risks and participation using our content is at your own risk.** We do not assume liability for any injuries, damages, or losses that may arise from your use of, or information provided on our website. It's important to follow all safety guidelines and seek professional advice when necessary. By accessing and using our website, you agree to release Evergood Equestrian Association and its 'Sites' from any liability related to your participation in our online activities.

**Website Security.** While Evergood Equestrian Association believes that the site is entirely secure, Evergood Equestrian Association excludes to the fullest extent permitted by applicable law all liability for any loss, expenses or damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of additional revenue or other consequential or economic losses) arising out of the use or inability to use the Site or the Information.

Evergood Equestrian Association is not responsible for any acts or omissions of any Customers, other users of the Site, advertisers on the Site or other third parties connected with the Site nor for the events, services or products of any event organiser, venue, promoter, producer or other third party connected with any event or product sold on the Site. The Site is controlled and operated by Evergood Equestrian Association from its offices in England.

Evergood Equestrian Association does not represent or warrant that the Information is appropriate or available for use in other jurisdictions and access to the Information from jurisdictions where its contents are illegal is prohibited. You may only use this Site for lawful purposes and in accordance with these terms and conditions.

## **9. Cancellation and Refund Policy:**

**Cancellation and Refund Policy.** You can cancel your membership at any time, and you will continue to have access to the members area through the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial membership periods or unused content. To cancel, go to the "My Account" page and follow the instructions for cancellation. If you have problems logging in, you must contact the Support Team (see "Contact Information" below).

If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, after cancelling your membership, the date of cessation will display on the "My Account" page. If a cancellation date does not display, you have not successfully cancelled your membership.

If you signed up to the 'Site' using your account with a third party as a Payment Method and wish to cancel your membership, you may need to do so through such third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the website service through that third party.

If you have any problems cancelling your membership, please contact the Support Team (see "Contact Information" below – we will not be able to backdate your requests if you do not immediately contact us.

**Changes to the Price and Subscription Plans.** We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you. If you do not wish to accept the price change or change to your subscription plan, you can cancel your subscription before the change takes effect.

**Cancellation of Webinars or Ticketed Events.** If we cancel any webinars or ticketed events for any reason, registrants will be contacted by email and refunds will be processed automatically. The host is not responsible for any other costs incurred by registrants in connection with the webinar/Event. If a Webinar/Event registrant needs to cancel their registration, please use the Contact Information below at least 48hours prior to the webinar/Event start time to request a refund. Refunds are provided at the host's discretion.

**Refund Policy.** If you're not completely happy with your subscription within the first 30 days, we'll provide a full refund upon request. Please contact our support team (see "Contact Information" below) to initiate the refund process.

Refunds will be processed in accordance with the Consumer Rights Act 2015. After the initial 30-day period, cancellations will cease auto-renewal and access will continue until the end of the current subscription period. For cancellations and refunds, please allow 10 business days for processing.

## **10. Termination of Membership:**

Evergood Equestrian Association and the 'Sites' reserves the right to terminate your membership and access to our website for any of the following reasons:

1. Non-Payment: Failure to make timely and complete payments for your subscription.

2. Violation of User Conduct: Engaging in abusive, harassing, or inappropriate behaviour as outlined in our User Conduct section.
3. Breach of Terms and Conditions: Violation of any of the terms and conditions outlined in our Terms of Use.
4. Unauthorized Access: Attempting to gain unauthorized access to restricted areas of our website or using someone else's account without permission.
5. Misuse of Content: Unauthorized sharing, distribution, or reproduction of our lesson materials without prior consent.
6. Safety Concerns: If your continued membership poses a risk to your safety, the safety of others, or the reputation of Evergood Equestrian Association and its 'Sites'.
7. Legal Requirements: If required by law or governmental authorities to terminate your membership.

Termination of membership may occur without prior notice, and Evergood Equestrian Association holds the discretion to determine the appropriateness of such actions. Upon termination, you will lose access to our lessons and materials. You are responsible for any outstanding payments at the time of termination.

## **11. Modification of Terms:**

We may modify these Terms and Conditions at any time, in response to changing legal, regulatory or operational requirements. We will provide notice of any such changes (including when they will take effect) in accordance with law. Your continued use of the 'Site' service after any such updates take effect will constitute acknowledgement and (as applicable) acceptance of those changes. If you do not wish to acknowledge or accept any updates to the Terms and Conditions, you may cancel your use of the 'Site' service.

## **12. Governing Law and Jurisdiction:**

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales, and any disputes arising from your use of our website shall be subject to the exclusive jurisdiction of the English courts.

## **13. Indemnification:**

By accessing and using the content provided on the 'Site' or at 'Events', including but not limited to instructional videos and tutorials related to the 'Ride With Your Mind' system, you acknowledge and agree to the following terms and conditions:

1. The information and guidance provided on our website are for educational purposes only. We do not provide medical, professional, or legal advice.
2. Engaging in horse riding activities carries inherent risks, including the risk of injury. Viewing our instructional content does not absolve participants from their personal responsibility for their safety during horse riding.
3. We do not assume any responsibility or liability for any injuries, accidents, damages, or losses that may occur as a result of using the information provided on our website. You understand that you are solely responsible for your own actions and decisions while engaging in horse riding activities.

4. It is your responsibility to ensure that you have the necessary skills, experience, and safety precautions in place before engaging in horse riding activities. We recommend consulting with a qualified instructor or professional before attempting any techniques or practices demonstrated in our content.

5. By accessing our content, you agree to release, indemnify, and hold Evergood Equestrian Association and its representatives harmless from any claims, demands, or liabilities arising from your use of the information provided on our website to the extent permitted by UK law.

6. We reserve the right to modify, update, or remove content from our website without prior notice. We do not guarantee the accuracy, completeness, or relevance of the information provided.

7. Your use of our website is subject to our Privacy Policy, which outlines how we collect, use, and protect your personal information.

#### **14. Dispute Resolution:**

Any disputes that arise may be resolved by contacting the Support Team – see “Contact Information” below.

#### **15. Contact Information:**

Our Support Team can be contacted at the email address below. To contact us about anything including your personal data and data protection, including to make a subject access request, please use the following details:

Email address: [support@dressagetraining.tv](mailto:support@dressagetraining.tv).

Postal Address: 4 Boughton Church Cottages, South Street, Boughton Under Blean, United Kingdom, ME13 9NB.

Further Information About Us

Our site is owned and operated by Evergood Equestrian Association a limited company registered in England under company 10193612.

Registered address: 4 Boughton Church Cottages, South Street, Boughton Under Blean, United Kingdom, ME13 9NB.

Main trading address: 4 Boughton Church Cottages, South Street, Boughton Under Blean, United Kingdom, ME13 9NB.

VAT number : 276 0455 94.

Data Protection Officer: Mike Clark

Email address: [accounts@ever-good.co.uk](mailto:accounts@ever-good.co.uk)

Postal Address: 4 Boughton Church Cottages, South Street, Boughton Under Blean, United Kingdom, ME13 9NB.

#### **16. Effective Date:**

These terms and conditions came into effect on 25<sup>th</sup> August 2023