



## AMERICAN SADDLEBRED HORSE AND BREEDERS ASSOCIATION, INC. TERMS OF USE

Welcome to the American Saddlebred Horse and Breeders Association, Inc. (“ASHBA”) website. We want you to enjoy your experience visiting our website, so here are the ground rules:

These terms of use and the policies referred to herein contain the complete terms and conditions (the “Terms” or “Agreement”) that apply to your use of the ASHBA website, including [www.saddlebred.com](http://www.saddlebred.com) and [www.asha.net](http://www.asha.net), mobile site, and all affiliated sites owned and operated by ASHBA --- (collectively, the “ASHBA Site” or “Site”). In this Agreement, “ASHBA” or “us/we/our” refers to American Saddlebred Horse Association, Inc., and/or its subsidiaries or affiliates, and “user” or “you” refers to you. The ASHBA Site and content related to the ASHBA Site and owned by ASHBA are collectively referred to as the “ASHBA Materials.”

**USE OF THE ASHBA SITE OR ANY OF THE ASHBA MATERIALS CONSTITUTES A KNOWING ACCEPTANCE AND ACKNOWLEDGEMENT OF THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THIS SITE.**

We may modify the Terms from time to time without notice to you, and any changes will be effective when posted. You are encouraged to review the current version of the Terms of Use upon each use of the ASHBA Materials. Continued use of the ASHBA Site or ASHBA Materials after changes to these Terms will be deemed acceptance.

**AFTER READING THIS PAGE AND/OR THESE TERMS, IF FOR ANY REASON YOU DO NOT AGREE WITH OR CANNOT ABIDE BY THIS AGREEMENT OR ANY CHANGES TO THESE TERMS, YOU MAY NOT USE THE SITE. OTHERWISE, BY ACCESSING OR USING THIS SITE, YOU AGREE TO THESE TERMS AND PRIVACY POLICY.**

### **1. About Our Site**

ASHBA provides this Site to provide information about ASHBA and the American Saddlebred Registry, the oldest breed registry in the United States for an American breed of horse. The ASHBA Site may allow individuals to learn about ASHBA, submit and renew memberships, apply for scholarships, register American Saddlebred horses with the American Saddlebred Register, allow users to search the American Saddlebred Registry, conduct research, perform hypothetical mating of American Saddlebreds, and participate in contests. The ASHBA Site may also allow You and other users to submit user-generated or user-created content, vote in contests, or provide commentary.

### **2. Privacy Policy**

ASHBA is committed to safeguarding your privacy online. Please review our Privacy Policy on the Governance page (<https://www.saddlebred.com/about-us/governance>), which is incorporated into and made a part of this Agreement.

### **3. Modification of these Terms**

We may modify the Terms from time to time, and any changes will be effective when posted. You are encouraged to review the current version of the Terms of Use upon each use of the Site. Continued use of the Site or ASHBA Materials after changes to these Terms will be deemed acceptance.

### **4. Your Account**

To use portions of the ASHBA Site, you must create a ASHBA online user account. All users will be given separate login identifications. You are solely responsible for your account. Our use of any personal information you provide during the account creation process is governed by the ASHBA Privacy Policy. You are entirely responsible for maintaining the confidentiality and security of your account, and you are solely responsible for all changes and updates submitted through your account as well as all content posted or other activities that occur under your account. You agree to notify ASHBA immediately of any unauthorized use of your account by either sending notifications to [info@saddlebred.com](mailto:info@saddlebred.com) or other methods as directed by ASHBA from time to time. ASHBA reserves the right to suspend access to or to close your account or any login in violation of these Terms or otherwise at ASHBA's sole discretion.

Certain portions of the ASHBA Site may allow users with accounts may post content to the Site, including but not limited to creating a member profile page, posting text, photographs, images, or videos, submitting registry forms about your Saddlebred, submitting membership or renewal applications, or providing other information through the Site. Any such content you post shall be your original content and shall not be defamatory, libelous, scandalous, obscene, pornographic or harassing in any way and shall not be posted for any improper motive or purpose. No posted content should contain any confidential information, and all content may be freely displayed, reproduced or distributed by ASHBA in any way in any format. ASHBA may display your user ID or your name in connection with your content in accordance with the Privacy Policy. ASHBA reserves the right to take down, delete, or remove any improper content or any immoral, scandalous, harassing, infringing, or otherwise inappropriate content. ASHBA also reserves the right to disable or block your use or access to the ASHBA Site if you fail to comply with these Terms.

In creating an account and/or posting any content to the ASHBA Site, you represent and warrant to ASHBA that all information provided is true, accurate and correct. You may not impersonate someone else, create or use an account for anyone other than yourself, misrepresent your age, provide an email address other than your own, or create multiple accounts or business listings except as otherwise authorized by ASHBA.

With the exception of payment information, any other information submitted by You through the ASHBA Site may be freely displayed, reproduced, aggregated, or distributed by ASHBA in any way in any format. For example, information about a registered horse and Your contact information may be displayed in the American Saddlebred Register, which is available to the public. Member information, whether received in electronic means through the Site or submitted through paper form ASHBA, may be freely displayed, reproduced, aggregated, or

distributed by ASHBA in any way in any format such as through our membership directory or online database.

## **5. Users under 13**

This Site is not intended to be used by children 13 and younger without parental consent. We respect the privacy of children and encourage parents to spend time with their kids to better understand proper and safe use of the Internet. If you have questions about how your child may use our Site, please contact us. To create a ASHBA online account, you must be at least 13 years old. If you are not at least 13 years of age and would like to create an ASHBA online account, you must obtain parental consent. By using this Site or any of the ASHBA Materials, you affirm that you are at least 13 years old or have secured sufficient legal, parental or guardian consent as may be required, and are fully able and competent to enter into and abide by these Terms.

## **6. Contest Eligibility & Participation**

Any contests offered by ASHBA through the ASHBA Site are governed by these Terms, as well as, any additional rules posted by ASHBA in connection with that specific contest. All participants must comply with and expressly agree to these Terms and all contest rules, which are hereby incorporated by reference and made a part of this Agreement. By entering any contest, each entrant consents to the use by ASHBA and its designees of entrant's name, photograph, likeness, biography, voice, and/or content of your submission for any purpose in any and all media now or hereafter known, throughout the universe in perpetuity and without additional compensation, notification or permission, except where prohibited by law. By entering any contest, each entrant consents to the use by ASHBA and its designees of entrant's ideas for any purpose, without additional compensation, notification or permission, except where prohibited by law. If your content is selected as a "winner" of a contest, you may be required to sign additional releases and/or agreements designated by ASHBA and will be required to obtain a written release and/or agreement from each identifiable person, if any, appearing in your content that grants the hosted challenge sponsor permission to use that person's name/image/likeness/photo.

**7. Consent for Photographs.** To the extent that any content you submit to the ASHBA Site includes photos or references to any identifiable persons, then you agree and acknowledge that you have received appropriate permission for the use of the name/image/likeness/photo of any and all identifiable persons appearing in your content.

## **8. General Restrictions On Use & Termination**

Except as expressly authorized by this Agreement, you may not use, reproduce, distribute, modify, transmit or publicly display any portion of the ASHBA Materials, the ASHBA Site, or any of the content posted to the ASHBA Site, and you may not create derivative works based on any portion of the ASHBA Materials, Site or any of the content posted to the ASHBA Site without the express written consent of ASHBA. Without limiting the generality of these Terms, you specifically agree not to use the ASHBA Materials in connection with any of the following, each as determined in the sole discretion of ASHBA:

- Any illegal or unauthorized use;
- Impersonation of any person or entity;
- Defaming, abusing, "stalking", harassing, or threatening any other person;

- Commercial use;
- Harming minors in any way;
- Posting, storing, or otherwise using the ASHBA Materials in connection with any content that is obscene, illegal, or sexually explicit;
- Posting, storing, or otherwise using ASHBA Materials in connection with any content that depicts or suggests harm to animals;
- Falsely stating or misrepresenting your affiliation with another person or entity;
- Infringing any patent, trademark, trade secret, service mark, copyright, privacy right, publicity right, or any other right of another person or entity;
- Accessing or using the account of another without permission;
- Distributing unsolicited or unauthorized advertising, surveys, hosted challenges, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or other such messages for any purpose;
- Restricting or inhibiting any other user from accessing or using the ASHBA Site, including, but not limited to, by means of "hacking" or defacing any portion of the ASHBA Site;
- Distributing computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interfering with, disrupting, or destroying the functionality or use of any features or portions of the ASHBA Site;
- Taking any action that imposes or may impose (in the sole discretion of ASHBA) an unreasonable or disproportionately large load on ASHBA’s servers or infrastructure;
- Interfering with, disrupting, or destroying the servers or networks connected to the ASHBA Materials, or disobeying any rules or regulations applicable to such Materials, servers or networks;
- “Hacking” or accessing without permission ASHBA’s proprietary or confidential records or those of any other third party;
- Using any robot, “bot” spider, scraper, web crawler, data mining process, technique, or means, or implementing any other automatic or manual processes to access, copy, compile, or decompile any portion of the ASHBA Materials;
- Violating any contract or fiduciary relationship (for example, by disclosing proprietary or confidential information for your employer in breach of any employment, consulting, or non-disclosure agreement);
- Decompiling, reverse engineering, disassembling or otherwise attempting to derive source code from ASHBA or the ASHBA Site;
- Removing, circumventing, disabling, damaging or otherwise interfering with security-related features, or features that enforce limitations on use of the ASHBA Site or ASHBA Materials;

- Removing any copyright, trademark, or other proprietary rights notices contained in or displayed on any portion of the ASHBA Site
- Modifying, copying, publishing, licensing, selling, renting, leasing, lending, transferring or otherwise commercializing any rights to the content posted on the ASHBA Site or any other ASHBA Materials or any portions thereof; and/or
- Violating any other term or condition governing your use of the ASHBA Site or any applicable federal, state, or local law or regulation.

If you fail to comply with these Terms, ASHBA may at any time in its sole discretion and without prior notice to you (i) move, edit, delete, or destroy any materials that you provide or deliver; (ii) access, preserve, or disclose in accordance with the ASHBA Privacy Policy any materials that you provide or deliver including information that may be collected from you or from your web browser or mobile device; (iii) suspend or terminate your access to and use of the ASHBA Site or ASHBA Materials or any portion thereof; (iv) deny your access to and use of the ASHBA Site or related ASHBA Materials, in whole or in part, and/or revoke any or all of your other rights granted under this Agreement; or (v) take any other action available at law or equity. Any termination of this Agreement shall not affect the respective rights and obligations of the parties arising before the date of termination.

## **9. Email Policy**

You may receive periodic emails from ASHBA if you opted to receive such email at the time of your registration with ASHBA, our Site, or at other times. These emails include, but are not limited to, notifications about your account usage, membership information, the American Saddlebred Registry, your contest entries, or other messages. If you would rather not receive email from ASHBA, you may notify use by email at [info@saddlebred.com](mailto:info@saddlebred.com) or select “opt out of e-mail notifications” in your account settings to be unsubscribed from receiving further mailings. Please allow 7-10 business days for completion.

## **10. Intellectual Property Rights**

The ASHBA Materials are protected by copyright, trademark, patent and/or other intellectual property laws. Unless otherwise agreed in writing by ASHBA, all text, graphics, video, data or other content appearing on or posted to the ASHBA Site, including but not limited to visual interfaces, data, interactive features, graphics, design, compilation, computer code, software, comments, voting results, user reviews or ratings, reports and other usage-related data, your account, and all other elements and components of the ASHBA Materials and Site are owned by ASHBA or its licensors (collectively “ASHBA Content”). ASHBA Content is provided to You by ASHBA for the sole purpose of your personal and non-commercial use of the ASHBA Site. Except as expressly permitted by ASHBA, You SHALL NOT copy, display, distribute, modify, translate, reformat, incorporate into any advertisement, create derivative works based on, publish, or sell any content on the ASHBA Site or any information, software, or services provided by ASHBA hereunder. ASHBA Content may be modified from time to time by ASHBA in its sole discretion. Your use of the ASHBA Site does not grant you any right, title, interest or license to any such intellectual property appearing on the ASHBA Site. Any unauthorized use of the content of the ASHBA Site may subject you to civil or criminal penalties.

Except as expressly set forth herein, no license is granted to You for any other purpose other than for personal and non-commercial use, and any other use of the ASHBA Content by You shall constitute a material breach of this Agreement. Nothing in this Agreement shall affect any rights of ASHBA or its licensors in the ASHBA Site and any associated IP Rights.

## **11. Your Representations About Content You Provide through the Site.**

You represent and warrant that all information you provide through the Site is accurate and true and complies with these Terms, and that you are the sole, original creator of any and all content you may upload, post or submit to the ASHBA Site, that you did not copy or take any portion of the content from any other source, and if you have taken content from another source, you have made only a fair use of third party materials reproduced in the content, have properly cited and credited such use, and have brought such use to ASHBA's attention. ASHBA has the right to reject the submission if ASHBA, in its sole discretion, believes that such use may not constitute a fair use or is otherwise objectionable to the ideals of ASHBA.

For any content you may upload, post, or otherwise submit to the ASHBA Site, for which you retain ownership rights, you grant to ASHBA, its successors, assigns, and licensees and Greek clients, a perpetual, non-revocable, worldwide, transferrable, sub-licensable, royalty-free, license to use, copy, display, transmit, perform, modify and create derivative works of your content, in all media now or hereafter known, in connection with the operation of the ASHBA Site or for any reason otherwise.

You also represent and warrant that no other person or entity has any rights in any content you post or any invention or idea that you submit that would limit or restrict either your ability to comply with this Agreement or ASHBA's rights in the content ability to fully use the content and/or the invention as contemplated herein.

If a minor appears in any content you submit to ASHBA, you represent and warrant that you are the parent or legal guardian of the minor or, if you are not the parent or legal guardian of the minor, you represent and warrant that you have obtained an affidavit from the parent or legal guardian of the minor to use the minor's name/image/likeness/photo in your content.

## **12. Notice Of And Procedure For Claims Of Copyright Infringement**

ASHBA respects the intellectual property and proprietary rights of others. In accordance with the Digital Millennium Copyright Act, ASHBA has designated a Copyright Agent to receive notice of claims of alleged copyright infringement on the ASHBA Site. If you believe that your copyrighted material has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the ASHBA Site, please send ASHBA's Designated Agent (identified below) a notice containing the following:

- (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work(s) that is/are alleged to have been infringed;
- (2) A description of the copyrighted work(s) that you claim is/are infringing and the location where the original or an authorized copy of the copyrighted work(s) exists/exist (for example, the URL of the website where the copyrighted work(s) is/are lawfully published; the name, edition and page(s) of a book, etc.);
- (3) A description of where the material that you claim is/are infringing is/are located on this site, including the URL, so that we can locate the material;
- (4) Your address, telephone number and email address;
- (5) A statement that you have a good faith belief that the use of the material identified in the notice is not authorized by the copyright owner, its agent, or applicable law; and

- (6) A statement by you, under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the copyright owner.

You acknowledge that if you fail to comply with all of the above-listed requirements of this Section, your DMCA notice may not be valid.

ASHBA  
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Lexington, KY 40511  
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NOTE: THE NOTICE REQUIRED BY THIS SECTION IS EXCLUSIVELY FOR NOTIFYING ASHBA THAT COPYRIGHTED WORK(S) MAY HAVE BEEN INFRINGED. DO NOT SEND ANY NOTICES OR INQUIREIES UNRELATED TO ALLEGED COPYRIGHT INFRINGEMENT TO THE DESIGNATED AGENT. SUCH NOTICES OR INQUIRIES SHOULD INSTEAD BE SENT TO THE E-MAIL ADDRESS OR MAILING ADDRESS LISTED BELOW IN THE SECTION TITLED "CONTACT INFORMATION".

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your content, you may send a counter-notice containing the following information to the Copyright Agent:

- (1) Your physical or electronic signature;
- (2) Description of the content that has been removed or to which access has been disabled and the location where the content appeared before it was removed or disabled;
- (3) A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- (4) Your name, address, telephone number, and e-mail address and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If we receive a counter-notice, we may send a copy to the original complaining party informing the complainant that ASHBA may replace or enable the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at ASHBA's sole discretion.

## **12. Liability Limitations**

YOU ARE USING THE ASHBA SITE "AS IS" AND "AS AVAILABLE". IN NO EVENT SHALL ASHBA BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH ANY USE OF THE SERVICES, THE ASHBA SITE, OR THE ASHBA MATERIALS NOR YOUR INABILITY TO USE OR ACCESS THE SITE OR ANY RELATED

MATERIALS. ALL CLAIMS BROUGHT UNDER THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE WHEN THE CLAIM ACCRUED OR WILL BE WAIVED.

THIS LIMITATION OF LIABILITY AND THE DISCLAIMER OF WARRANTY SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **13. Disclaimer Of Warranty**

THE ASHBA SITE AND ALL CONTENT, INFORMATION, PROGRAMS, AND MATERIALS CONTAINED IN OR ACCESSED ON THE ASHBA SITE ARE PROVIDED TO USER ON AN "AS IS" BASIS AND WITHOUT WARRANTY OR REPRESENTATIONS OF ANY KIND. ASHBA DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURATENESS OR COMPLETENESS, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING. ASHBA DOES NOT WARRANT THAT PROMOTIONS, CONTESTS, CHALLENGES, OR OTHER INFORMATION DISPLAYED VIA THE ASHBA SITE ARE ACCURATE AND FREE FROM ERROR NOR DOES ASHBA WARRANT THAT ANY DEFECTS IN THE ASHBA SITE WILL BE CORRECTED OR THAT USE OF THIS SITE WILL PROVIDE SPECIFIC RESULTS.

ASHBA also assumes no responsibility, and shall not be liable for any such damages caused by viruses or other forms on contamination or destructive features that may affect your computer equipment, software, data or other property on account of your access to, use of, or browsing the ASHBA Site or your uploading of any content, materials, text, images, video or audio to the ASHBA Site or any linked sites.

### **14. Indemnity**

You agree to indemnify, defend, and hold harmless ASHBA, its subsidiaries and affiliates, agents, officers, directors, attorneys, or other employees, and permitted assigns, from any claim or demand, including reasonable attorneys' fees, made by anyone due to or arising from your use of the ASHBA Site or Materials; your submission of any false, incorrect, or otherwise improper information or other content, your connection to or use of the ASHBA Site; your violation of these Terms of Use, Privacy Policy; or your violation of any rights of another.

### **15. Links To Third Party Sites**

The ASHBA Site may contain links to websites operated by parties other than ASHBA. Such links are provided for your reference only. ASHBA does not control such Web sites and is not responsible for their content. The inclusion of any third party links on the ASHBA Site does not imply any endorsement of the material on such websites or any association with their operators. We encourage you to read the terms of use of any third-party websites you visit.

### **16. Severability**

If any of the provisions, or portions thereof, of this Agreement are found to be invalid under applicable law, then, the remainder of the Agreement shall be in full force and effect to the fullest extent possible.

### **17. No Assignment**

You may not transfer or assign your rights and obligations under this Agreement (other than your right to receive payment resulting from winning any hosted challenge if applicable) without



the prior, written consent of ASHBA; however, ASHBA may freely assign this Agreement without restriction.

#### **18. Waiver**

Any waiver of any provision of this Agreement, or a delay by any party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver nor create an expectation of non-enforcement of that or any other provision or right. No waiver shall be enforceable against ASHBA unless such waiver is in writing signed by ASHBA.

#### **19. Governing Law**

This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without giving effect to any conflicts of laws or other principles that provide for the application of the law of another jurisdiction. The ASHBA Materials and Site are intended to be offered from ASHBA's location in the United States of America. ASHBA makes no representations that the ASHBA Materials or Site is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so as is and are responsible for compliance with local law. In any action brought to enforce the terms of this Agreement, ASHBA shall be entitled to recover its reasonable costs and attorneys' fees as a prevailing party.

#### **20. Entire Agreement**

This Agreement, together with the Privacy Policy, any applicable hosted challenge rules, and all other related Policies, form the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements pertaining hereto. This Agreement may only be amended by ASHBA in writing and will be effective immediately upon posting the revised version to the ASHBA Site. Your use of the ASHBA Site and ASHBA Materials shall be subject to the current version of this Agreement at your time of use of the ASHBA Site and ASHBA Materials, as provided herein.

#### **21. Contact Us**

Please send any notices, questions, comments, or concerns regarding this website, (other than notifications of claimed copyright infringement) to: [info@saddlebred.com](mailto:info@saddlebred.com)

REVISION DATE: November 14, 2014