

General Terms and Conditions

These General Terms and Conditions apply to all services provided by Happy Horsemanship on <https://happyhorsemanship.tv/>

We refer to the Sites and the Products collectively in these Terms as the “Services.” By using any of the Services, you acknowledge that you have read, understood, and agree to be bound by and comply with these Terms.

Services and General Provisions

Happy Horsemanship grants you a revocable license to use the Services. This is non-exclusive, non-transferrable, for your personal use only and in accordance with these Terms. We reserve all rights that we do not expressly grant in these Terms. Happy Horsemanship reserves the right to modify or discontinue the Services temporarily or permanently and with or without notice. You agree that Happy Horsemanship will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. We have no obligation to retain any of Your Account or Submitted Content for any period of time beyond what may be required by applicable law.

Where terms such as ‘buy’ or ‘purchase’ are used in the General Terms and Conditions, this means that you will be granted a certain right to view the Instructional Material. You may not – and cannot – transfer the rights and obligations arising from the Agreement to third parties without the prior written consent of Happy Horsemanship.

Due to force majeure, illness of instructor (Zoë Idema) or changing business activities of Happy Horsemanship

In case of illness or any other reason the instructor (Zoë Idema) might be unable to work, adding new services or video material can be stopped temporarily or permanently. In case of a permanent stop, all members will be notified by e-mail. The membership and corresponding payments will continue as long as you as a member will not cancel the subscription. Existing material will stay available.

If the court establishes that a provision in the General Terms and Conditions is void or voidable in full or in part, this will not affect the validity of the remaining provisions of the General Terms and Conditions. The void or voided provision will be replaced by a provision of a similar purport that is neither void nor voidable.

Account

After you have purchased a membership or become a student of the course, an account will be created for you. Happy Horsemanship will send you personal login details for the Account. An Account is strictly personal. Therefore, an Account may not be shared with other persons. If you suspect that someone has gained access to your Account, you must notify Happy Horsemanship without delay.

Happy Horsemanship has the right to block an Account, if there is sign of violation of these General Terms and Conditions.

If you no longer wish to use your Account, you may decide to close it. You can close your account in “My Account” or can send an email to that effect to info@happyhorsemanship.tv. It is important to state which specific Account you wish to close.

After an Account has been deleted, assessments, reviews and other materials that have been added to the Service and Website through the Account will remain available. They will not be deleted. However, Happy Horsemanship will delete personal identifiable data on request, or if required by law.

Happy Horsemanship may delete Accounts that have not been logged into for more than 12 months. Before proceeding to do so, Happy Horsemanship will send a notification to the email address connected to the Account.

Closing and deleting an Account is an irreversible process. You personally bear the risk of the loss of any data as a result of closing your account.

After an Account has been closed, it is no longer possible to view any Instructional Material purchased.

Payment

You may purchase licenses to certain Products through a membership, as specified on the Sites. When you make a purchase, you authorize us to charge the credit or debit card you provide on a periodically basis, depending on which payment plan you elect. When you agree to these Terms, you give us authorization to automatically prolong your membership after 1 year with periodical installments, depending on which membership you elect.

All the prices stated by Happy Horsemanship on the Website are in euros and include VAT and other levies imposed by the government, unless explicitly stated otherwise.

Digital Instructional/Video Material is offered on our Website. After becoming a member or student of the course, you can view this Instructional/Video Material for as long as you stay a member or student. The Video Material cannot be downloaded.

Refunds and Cancellation

Happy Horsemanship does not offer tangible goods and is not able to “return” Products and Services, therefore we do not offer refund or exchange after purchase is made. If you are having any issues with the Products and Services, please contact us and we will do our best to resolve the problem.

If you want to cancel your membership, you have to notify us by email 7 days before your next payment or you can close your account in “My Account”. We have the right to withdraw the due payment from your account when you neglect to keep these terms and we will cancel your membership before the next payment.

Rules of use

It is prohibited to use the Service and parts of the Service for activities that contravene Dutch or other applicable laws and regulations. This includes using the Service for the

following:

1. spreading information that is defamatory, libelous, or racist;
2. spreading information that infringes copyright or other intellectual property rights of third parties;
3. infringing the privacy or private lives of third parties, for instance, by distributing their personal data without permission or necessity.

Furthermore, it is not permitted:

- i. to share an Account with third parties;
- ii. to download Instructional/Video material or undertake an attempt to do so;
- iii. to communicate or post reviews in any language other than the language used on the Website;
- iv. to post reviews under another name;
- v. to post false or unfounded negative reviews.

If any violation of the above conditions is discovered, Happy Horsemanship may take any necessary measures at its discretion to end the violation and/or to prevent any further violations, without Happy Horsemanship being required to pay you any compensation.

If, at the discretion of Happy Horsemanship, the operation of its computer systems or network or thirdparty networks is hindered or at risk, in particular as a result of excessive amounts of information or other data being sent or retrieved, leaked personal data or virus activity, Trojan horses and similar software, Happy Horsemanship is authorised to take any reasonable measures that it deems necessary to avert or prevent such risk.

Happy Horsemanship can recover any damage or losses arising from violations from the person responsible. That person indemnifies Happy Horsemanship against any and all third-party claims in connection with the information offered or sent by that person.

Intellectual Property

The Instructional/Video Material and all the information and images on the Website are the Intellectual Property of Happy Horsemanship or the parties who have granted Happy Horsemanship a licence for this purpose. Except in those cases in which it is legally permitted, these materials may not be copied or used in any way whatsoever without the separate written permission of Happy Horsemanship.

If you purchase Instructional Video Material, you will acquire a non-exclusive and non-transferable right of use to view the Instructional Material for a period laid down in the Agreement. Happy Horsemanship has a limited and perpetual right to use your information for the purpose of the Service, reports, benchmarks, statistical and analytical purposes, including future aspects thereof.

If you send information to Happy Horsemanship voluntarily, such as feedback on an error or a suggestion for improvement, you grant Happy Horsemanship an unlimited, perpetual right to use this information for the Service.

Force majeure

Happy Horsemanship cannot be obliged to perform any obligation under the Agreement, if performance is prevented due to force majeure. Happy Horsemanship is not liable for any losses or damage due to force majeure. Situations of force majeure exist, in addition to the cases provided by law or case law, in the event of power failures, failures in the telecommunications infrastructure, network attacks, traffic gridlock, strikes, fire, floods, and in the event that Happy Horsemanship is not in a position to deliver through its own suppliers, regardless of the reason. If a force majeure situation has lasted for more than ninety (90) days, both parties are entitled to dissolve the Agreement in writing with immediate effect.

Amendment of General Terms and Conditions

Happy Horsemanship reserves the right to amend or supplement these General Terms and Conditions. Happy Horsemanship will notify you of any amendments or additions to the General Terms and Conditions at least thirty (30) days before they enter into force.

If you do not wish to accept the amendment or addition to the General Terms and Conditions, you may lodge an objection within fourteen (14) days after their announcement, following which Happy Horsemanship will reconsider the amendment or addition. If Happy Horsemanship decides to adhere to the amendment or change, you may give written notice to terminate the agreement with effect from the date on which the amended or supplemented General Terms and Conditions enter into force, unless Happy Horsemanship has stated that the original conditions remain unchanged on your part. In the event of termination of the Agreement, Happy Horsemanship is not obliged to refund any amounts you have paid.

Any amendments to the General Terms and Conditions pursuant to laws and regulations and minor amendments may be implemented at any time, without requiring notification. Any such amendments do not give you any right to terminate the Agreement.

Privacy

Your use of the Services is subject to our privacy policy, which is incorporated into these Terms. By using any of the Services, you acknowledge and consent to Happy Horsemanship's collection and use of information as set forth in the privacy policy.

PRIVACY POLICY

Your privacy is critical to us. Likewise, we have built up this Policy with the end goal you should see how we gather, utilize, impart and reveal and make utilization of individual data. The following blueprints our privacy policy, and addition to this blueprint can be found under the 'privacy' button on our website <https://happyhorsemanship.tv/>

1. Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
2. We will gather and utilization of individual data singularly with the target of satisfying those reasons indicated by us and for other good purposes, unless we get the assent of the individual concerned or as required by law.
3. We will just hold individual data the length of essential for the satisfaction of those reasons.

4. We will gather individual data by legal and reasonable means and, where fitting, with the information or assent of the individual concerned.
5. Personal information ought to be important to the reasons for which it is to be utilized, and, to the degree essential for those reasons, ought to be exact, finished, and updated.
6. We will protect individual data by security shields against misfortune or burglary, and also unapproved access, divulgence, duplicating, use or alteration.
7. We will promptly provide customers with access to our policies and procedures for the administration of individual data.

We are focused on leading our business as per these standards with a specific end goal to guarantee that the privacy of individual data is secure and maintained.

Disclaimers; Limitation of Liability

(A) You assume all responsibility and risk for your use of the Services. The Services, including any products, are provided “as is” without representations or warranties of any kind, either express or implied, including warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose.

(B) While we make good faith efforts to include substantially accurate information in the Services, errors or omissions may occur. If we receive notice of errors or omissions, we will make reasonable efforts to correct them in due course; but we make no representations or warranties regarding the accuracy, completeness, performance, currency, or fitness for a particular purpose of the Services, that the Services will meet your requirements, or as to the results that will be derived from using any of the information included in the Services.

(C) In no event shall Happy Horsemanship or its affiliates be liable for any indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with your use of, delay in using, or inability to use the services. Our liability for any direct damages shall be limited to the amount of fees you have paid for the products giving rise to such liability. Some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages and thus the above limitation may not apply to you. If this limitation of liability or the exclusion of warranty set forth above is held inapplicable or unenforceable for any reason, Happy Horsemanship maximum liability for any type of damages shall be limited to the lesser of (I) a refund of the amount paid for the product at issue, or (II) €100.

(D) You assume all responsibilities and obligations with respect to any decisions, advice, conclusions or recommendations made or given as a result of the use of the Services, including without limitation any decision made or action taken by you in reliance upon products. The Services shall not constitute or be construed as a recommendation, solicitation, offer or opinion by Happy Horsemanship or our affiliates, principals or content providers, for any financial transaction or the purchase of any financial instrument, including but not limited to securities, or any kind of investment. Past performance is no guarantee of future results.

(E) You assume all responsibility and risk for your use of the Services. There is no guarantee that you will earn any money or achieve any particular results using the techniques and ideas provided in connection with the Services. All information provided in connection with the Services is intended for educational purposes only, for a general audience, and not as specific advice tailored for an individual or business. None of the information provided in connection with the Services shall be construed to constitute medical, psychological, financial or accounting, legal or other professional advice; we urge you to see consult with an appropriate licensed professional if you seek any such advice.

Law, Jurisdiction

These Terms shall be governed by the laws of the Netherlands, without regard to conflict of laws rules. Happy Horsemanship and the client (you) agree that any action or dispute between us will be resolved exclusively in the Netherlands.

Contact info

Company name: Happy Horsemanship

Email: info@happyhorsemanship.tv

Post adres: Lorentzstraat 68, 1971HS IJmuiden, The Netherlands.