

Terms and Conditions

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Article 1 – Definitions

For the purpose of these terms and conditions, the following definitions apply:

1. **Reflection period:** The term within which the consumer can use his right of withdrawal;
2. **Consumer:** the natural person not acting in the exercise of his/her profession or business and entering into a distance contract with the entrepreneur;
3. **User:** Consumer using the Equestic products or services
4. **Day:** calendar day;
5. **Continuing performance contract:** a distance contract concerning a series of products and/or services, for which the offer and/or purchasing obligation is spread over a longer period;
6. **Long-term data carrier:** any means that allow the consumer or the entrepreneur to store information directed to him/her personally in a way to make future consultation and unaltered reproduction of the stored information possible.
7. **Right of withdrawal:** the option for consumers to withdraw from the distance contract within the reflection period;
8. **Model form:** The model form for withdrawal provided by the entrepreneur that the consumer can fill in when he wants to make use of his right of withdrawal.
9. **Entrepreneur:** the natural or legal person providing distance products and/or services to consumers;
10. **Distance contract:** a contract in which, up to the conclusion of the contract, exclusive use is made of one or more technologies of distance communication within the scope of the system organized by the entrepreneur for distance sale of products and/or services;
11. **Technology for distance communication:** a means to be used for concluding an agreement, without the consumer and the entrepreneur being together in the same place at the same time.
12. **Terms and conditions:** The present terms and conditions of the entrepreneur.

Article 2 – Identity of the entrepreneur

Smart Horse Technologies BV

(Equestic is a brand of Smart Horse Technologies BV)

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The Netherlands

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info@equestic.com

Chamber of Commerce number: 74806068

VAT identification number: 860033272B01

Hereby to be referred to as 'entrepreneur' or 'Equestic' or 'SmartHorse'.

Article 3 – Applicability

1. These terms and conditions apply to every offer of Equestic and to any established distance contract and orders between Equestic and the consumer.
2. Before the distance contract is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, it is indicated, before the distance contract is concluded, that the terms and conditions can be seen at Equestic and sent free of charge at the request of the consumer as soon as possible.
3. If the distance contract is concluded electronically, the text of these general terms and conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the consumer electronically in such a way that the consumer can easily store it on a long-term data carrier. If this is reasonably impossible, it will be specified where the general terms and conditions can be viewed electronically before concluding the distance contract, and that they will be delivered at the consumer's request free of charge, either via electronic means or otherwise;
4. If in addition to these general terms and conditions specific product or service conditions apply, the second and third paragraphs shall apply accordingly, and in the event of contradictory general terms and conditions, the consumer may always appeal to the applicable provision that is most favourable to him/her.
5. If one or more provisions in these terms and conditions are null and void or annulled, the other provisions of these general terms and conditions shall remain in full force and the relevant provision will be replaced by mutual agreement without delay by a provision that approximates the scope of the original as much as possible.
6. Situations not regulated in these terms and conditions must be evaluated "to the mind" of these terms and conditions.
7. Uncertainties about the explanation or content of one or more terms of our terms should be explained "to the mind" of these terms and conditions.

Article 4 – The offer

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer is free of charge. Equestic is entitled to change and modify the offer.
3. The offer contains a full and accurate description of the products and/or services offered. The description is suitably detailed to enable the consumer to assess the products and/or services adequately. If Equestic makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer are not binding for Equestic.

4. All images, specifications data in the offer are indicative and can not give rise to compensation or dissolution of the agreement.
5. Images on products are a true and fair view of the products offered. Equestic can not guarantee that the displayed colors exactly match the true colors of the products.
6. All offers contain such information that it is clear to the consumer what rights and duties are attached to accepting the offer. This involves in particular:
 - the price, including taxes;
 - any delivery costs, if applicable;
 - the way in which the agreement will be concluded, and what actions are needed to establish this;
 - whether or not the right of withdrawal is applicable;
 - the form of payment, delivery or execution of the contract;
 - the term for accepting the offer, or, as the case may be, the term for honouring the price;
 - the rate for distance communication if the costs for using the technology for distance communication are calculated on a basis other than the basic rate;
 - if the contract is filed after conclusion, and if so, how the consumer can consult it;
 - the manner in which the consumer may, before closing the agreement, check the information provided by him in the context of the agreement and, if desired, restore it;
 - the codes of conduct to which Equestic has submitted and the manner in which the consumer can consult these codes of conduct via electronic means, and
 - the minimum duration of the distance contract in the event of a continuing performance contract.

Article 5 – The contract

1. Subject to the provisions in paragraph 4, the contract becomes valid when the consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the consumer accepted the offer via electronic means, Equestic shall promptly confirm the receipt of the acceptance of the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the consumer may repudiate the contract.
3. If the contract is concluded electronically, Equestic will take appropriate technical and organizational security measures for the electronic data transfer and ensure a safe web environment. If the consumer can pay electronically, Equestic shall observe appropriate security measures.
4. Equestic may, within the limits of the law, gather information about consumer's ability to fulfil his payment obligations, as well as all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, Equestic has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request, or to attach special terms to the implementation.

5. Equestic shall send the following information along with the product or service, in writing or in such a way that the consumer can store it in an accessible manner on a long-term data carrier:
 - the visiting address of Equestic's business establishment where the consumer may get into contact for any complaints;
 - the conditions on which and the way in which the consumer may exercise the right of withdrawal, or, as the case may be, clear information about being exempted from the right of withdrawal;
 - the information corresponding to existing after-sales services and guarantees;
 - the information as stated in article 4 paragraph 3 of these terms and conditions, unless Equestic has already provided the consumer with this information before the performance of the contract;
 - the requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time.
1. If Equestic has undertaken to deliver a series of products or services, the stipulation in the previous paragraph applies to the first delivery only.
2. Any agreement is entered into under the suspensive conditions of sufficient availability of the products in question.

Article 6 – Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option to repudiate the contract without specifying any reasons for a period of at least 14 days. This period starts on the day the product is received by the consumer or a representative that is pre-designated by the consumer and disclosed to Equestic.
2. During this period, the consumer shall handle the product and the packaging with care. The consumer shall only unpack or use the product to the extent necessary to judge whether he or she wishes to keep the product. If wishing to exercise the right of withdrawal, the consumer shall return the product with all delivered accessories and, as far as reasonably possible, in the original condition and packaging to Equestic in conformity with Equestic's reasonable and clear instructions.
3. If the consumer wishes to use his right of withdrawal, he is obliged to inform Equestic within 14 days of receipt of the product. Notifying must be done by the consumer using the model form. After the consumer has announced that he wishes to use his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods delivered have been returned in time, for example by means of proof of shipment.
4. If, after expiry of the periods specified in paragraphs 2 and 3, the customer has not disclosed the intention to make use of his right of withdrawal, or has not returned the product to Equestic, the purchase is a fact.

When providing services:

1. When providing services, the consumer has the option to repudiate the contract without specifying any reasons, for a period of at least 14 days starting on the day of concluding the contract.
2. To exercise the right of withdrawal, the consumer shall follow the reasonable and clear instructions given by Equestic in this context during the offer and/or before the delivery.

Article 7 – Costs in case of withdrawal

1. Should the consumer exercise the right of withdrawal, only the returning costs are at the consumer's expense.
2. If the consumer has made a payment, Equestic shall return this amount as soon as possible, but within not more than 14 days after the withdrawal. This is subject to the condition that the product has already been received by the online retailer or definite proof of complete return can be consulted.

Article 8 – Exclusion of the right of withdrawal

1. Equestic may exclude the consumer's right of withdrawal for products as defined in paragraphs 2 and 3. The exclusion of the right of withdrawal is valid only if Equestic has stated this clearly in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - that were realized according to the consumer's specifications;
 - that are obviously personal in nature;
 - that cannot be returned due to their nature;
 - that spoil or age quickly;
 - whose prices are subject to fluctuations in the financial market that are beyond Equestic's control;
 - for single newspapers and magazines;
 - for audio and video recordings and computer software of which the consumer has broken the seal;
 - for hygienic products of which the consumer has broken the seal.
1. Exclusion of the right of withdrawal is only possible for services:
 - regarding accommodation, transportation, restaurant establishments or leisure activities to be used or performed on a certain date or during a certain period;
 - of which the provision has been started with the consumer's explicit consent before the expiration of the reflection period;
 - regarding betting and lotteries.

Article 9 – The price

1. The prices of the products and/or services provided shall not be raised during the validity period stated in the offer, subject to changes in price due to changes in VAT rates.
2. Contrary to the previous paragraph, Equestic may offer products or services whose prices are subject to fluctuations in the financial market that are beyond Equestic's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only as a result of new legislation.
4. Price increases from 3 months after concluding the contract are permitted only if Equestic has stipulated it and
5. they are the result of legal regulations or stipulations, or
6. the consumer has the authority to cancel the contract before the day on which the price increase starts.
7. The prices mentioned in the offer of products or services include VAT.
8. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. In the case of printing and typographical errors, Equestic is not obliged to deliver the product according to the incorrect price.

Article 10 – Conformity and Warranty

1. Equestic guarantees that the products and/or services comply with the contract, with the specifications listed in the offer, with reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations on the day the contract was concluded. If agreed, Equestic also ensures that the product is suitable for other than normal use.
2. An arrangement offered as a guarantee by Equestic, manufacturer or importer shall not affect the rights and claims the consumer may exercise against Equestic based on the contract.
3. Any defects or defective products must be reported in writing to Equestic within 4 weeks after delivery. Returns of the products must be done in the original packaging and in new state.
4. Equestic's warranty period corresponds to the factory warranty term. However, Equestic is never responsible for the ultimate suitability of the products for each individual application by the consumer, or for any advice regarding the use or application of the products.
5. The warranty does not apply if:
 - The consumer has repaired and / or edited the products themselves or the products have been repaired and / or edited by third parties;
 - The products delivered are exposed to abnormal conditions or otherwise treated carelessly or in violation with the instructions of Equestic and / or on the packaging;
 - The invalidity is wholly or partly the result of regulations or statements made by the government as to the nature or quality of the materials used.

Article 11 – Delivery and execution

1. Equestic shall exercise the best possible care when booking and executing product orders, and when assessing requests for the provision of services.
2. The place of delivery is at the address given by the consumer to the company.
3. With due observance of the stipulations in paragraph 4 of this article, the company shall execute accepted orders with convenient speed but at least within 30 days, unless the consumer agreed to a longer delivery period. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the consumer shall be informed about this within 30 days after ordering. In such cases, the consumer is entitled to repudiate the contract free of charge. The consumer is not entitled to compensation.
4. All delivery terms are indicative. The consumer can not derive any rights from any time limits specified. An exceeded time limit does not give the consumer rise to compensation.
5. In the event of repudiation under paragraph 3 of this article, Equestic shall return the payment made by the consumer as soon as possible but at least within 14 days after repudiation.
6. If delivering an ordered product turns out to be impossible, Equestic shall make an effort to offer a replacement product. Before the delivery, it shall be reported in a clear and comprehensible manner that a replacement product will be delivered. The right of withdrawal may not be excluded with replacement products. The costs of the return shipment are to be borne by Equestic.
7. Unless explicitly agreed otherwise, the risk of loss of and/or damage to products shall remain with Equestic until the time the products are delivered to the consumer or a pre-designated representative that is announced to Equestic.

Article 12 – Continuing performance contracts: duration, termination and renewal

Termination

1. The consumer may terminate an indefinite contract, which extends to the regular delivery of products (including electricity) or services, at any time in compliance to the applicable termination rules and a notice of up to one month.
2. The consumer may terminate a definite contract, which extends to the regular delivery of products or services, at any time at the end of the fixed term in compliance with the applicable termination rules and with a notice of up to one month.
3. For the agreements mentioned in the preceding paragraphs, the consumer can:
 - Cancel at any time and not be limited to termination at a particular time or in a given period;
 - At least cancel the same way as they are entered into by the consumer;
 - Cancel at the same notice as the company has negotiated for itself.

Extension

1. A contract for a definite period, which extends to the regular delivery of products or services may not tacitly be extended or renewed for a fixed period.
 2. Notwithstanding the preceding paragraph, a contract for a definite period, which extends to the regular delivery of daily news and weekly newspapers and magazines, may be tacitly renewed for a maximum of three months if the consumer agreement that has been extended towards the end of the extension may be terminated with a notice of up to one month.
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1. A contract for a definite period, which extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the consumer may cancel at any time with notice of one month and a notice of up three months if the contract is about regularly, but less than once a month, delivering daily, news and weekly newspapers and magazines.
 2. Agreements with a limited duration of regular delivery of trial days, news and weekly newspapers and magazines (trial or introductory subscription) is terminated automatically and not tacitly continued after the trial or introductory.

Duration

1. If a contract lasts more than one year, the consumer may, after one year, terminate at any time with a notice of up to one month, unless the reasonableness and fairness resist the termination before the end of the agreed term.

Article 13 – Payment

1. Unless otherwise agreed, the amounts to be paid by the consumer are to be settled within 7 working days after the start of the reflection period, as referred to in article 6, paragraph 1. In the event of an agreement to provide a service, this term starts directly after the consumer has received confirmation of the contract.
2. The consumer has the duty to inform Equestic promptly of possible inaccuracies in the provided or mentioned payment details.
3. In case of nonpayment on the part of the consumer, and subject to legal restrictions, Equestic is entitled to charge any predetermined reasonable costs incurred to the consumer.

Article 14 – Complaints procedure

1. Equestic shall have a sufficiently notified complaints procedure and shall handle the complaint in accordance with this complaint procedure.
2. Complaints about the performance of the contract shall be submitted to Equestic fully and clearly described within 7 days after the consumer has discovered the defects.
3. The complaints submitted to Equestic shall be replied within a period of 14 days after the date of receipt. Should a complaint demand a foreseeable longer time

for handling, Equestic shall respond within 14 days with a notice of receipt and an indication when the consumer can expect a more detailed reply.

4. If the complaint cannot be solved in joint consultation, there will be a dispute that is open to the dispute settlement rules.
5. In case of complaints, a consumer must first contact Equestic. In case complaints can not be resolved by mutual agreement, the consumer must contact Stichting WebwinkelKeur (webwinkelkeur.nl), which will mediate free of charge. Should there not be a solution, then the consumer has the opportunity to handle his complaints through the independent dispute committee appointed by Stichting WebwinkelKeur. The verdict of this is binding and both Equestic and the consumer agree with this binding verdict. Provision of a dispute with this disputes committee involves costs that must be paid by the consumer to the relevant committee. It is also possible to report complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of Equestic unless Equestic indicates otherwise in writing.
7. If a complaint is deemed to be justified by Equestic, Equestic will, at its option, either replace or repair the delivered products free of charge.

Article 15 – Disputes

1. Contracts between Equestic and the consumer, to which these general terms and conditions apply, are exclusively governed by Dutch law, even if the consumer is living abroad.
2. The Vienna Sale Convention does not apply.

Article 16 – Privacy Policy

Equestic registers personal information of the Consumer with the purpose of delivering the goods. The personal information is registered at Smart Horse Technologies BV and stored for five years, and then deleted.

Equestic uses Google Analytics to analyze information about visitors. We do not store credit card details. We will not disclose any of your personal information that you give us like name and address. It is not possible to recognize single subject from these data.

Social security and address information is not part of our information on your personal files.

We store your profile password payment information under encryption

Personal information is not sold or passed on to third party, and we do not register any sensitive information

As register at Equestic.com, you always have the right to oppose against the register. You also have the right to get insight into which information is registered on you. This is

by the law of personal data, and any contact regarding this issue should be addressed to legal@equestic.com

All data provided by user sessions when riding a horse is registered in the Equestic database. We do this to allow for additional analysis for the specific user that provided the data or meta-data analysis. Analysis based on this data will only be shared with others when shared through the Equestic app by the user that provided the data.

We also use this to collect statistical information on the various horse profiles within the Equestic community. We do not in this matter register any sensitive personal information.

The information is gathered in a large database to bring you, as an equestrian, even more effective and great equipment.

You can, at any time have all of your horses data in the database deleted. We do not own your data. We just control and use them for statistical purposes. While using the horses data for statistical purposes, we leave out the horses name and your profile name.

The Equestic products are connected by your smartphone to your account which is linked to our server where your session data is registered. Therefore there may be extra costs when transferring data when not using wifi to our database. Equestic do not refund any extra costs this might have.

Article 17 – Data Analysis and Usage

Equestic disclaim all liability on personal and/or animal damage the products might directly or indirectly be part of. Equestic disclaim all liability if data does not live up to expectancy of the costumer.

Equestic algorithms analyze the gaits of horses. If algorithms do not correctly detect the gait of costumers horse, Equestic can not be held responsible. In such event, send an email to service@equestic.com indicating the problem and Equestic will analyze the cause. Horses can be very different and there for there might be some different gait pattern which we haven't come upon yet.

Equestic can not be held responsible if a horse does not recover after rehabilitation when using the Equestic's products or services.

Equestic can not be held responsible for any error in symmetry index calculations and presentations of symmetry index data on www.equestic.com or the Equestic App which may lead to inaccurate notifications. We strive to present the costumer with the best data, but as costumers themselves will attach the sensor on the horse, errors can occur in this way.

Article 18 – Additional or varying provisions

Additional provisions of and/or deviations from these general terms and conditions may not be to the consumer's detriment and must be put in writing or be recorded in such a way that the consumer can store them in an accessible manner on a long-term data carrier.