

PASO FINO HORSE ASSOCIATION TERMS OF USE

Last Updated: January 20, 2026

1. ACCEPTANCE OF THESE TERMS OF USE

These Terms of Use govern your access to and use of the websites, mobile applications and online services operated by the Paso Fino Horse Association, Inc. (“PFHA,” “we,” “us,” or “our”), including without limitation www.pfha.org and any related digital platforms (collectively, the “Sites”). By accessing or using any Site, you agree to be bound by these Terms of Use. If you do not agree, you must not access or use the Sites.

Additional terms may apply when you use certain PFHA programs or services, and those terms will be provided to you prior to your use of such programs or services.

2. ACCESSING THE SITES

PFHA grants you a personal, non-exclusive, non-transferable, limited, revocable license to access and use the Sites for lawful purposes in accordance with these Terms of Use. You are responsible for making all arrangements necessary to access the Sites and ensuring that anyone who accesses the Sites through your connection is aware of and complies with these Terms of Use.

To access certain features or services, you may be required to register an account and provide accurate, current and complete information. All information you provide is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with that policy. You agree to maintain the security of your account credentials and to notify us immediately of any unauthorized access. You are responsible for all activities that occur under your account.

You warrant that you own or have sufficient rights to submit any materials through the Sites and that you have fully complied with any third-party licenses relating to such materials. You agree to pay all royalties, fees and other amounts owed to any person by reason of materials you submit.

PFHA reserves the right to refuse access, disable accounts or terminate services at any time for any reason, including if you violate these Terms of Use.

3. PROHIBITED USES

You agree not to use the Sites to:

- Violate any applicable law, regulation or third-party right, including intellectual property, privacy or publicity rights;
- Engage in defamatory, harassing, abusive, discriminatory, threatening or otherwise objectionable conduct;
- Post false, deceptive or misleading content, including advertisements that violate equal employment opportunity laws or constitute “bait and switch” practices;
- Include personal or identifying information about another person without that person’s explicit consent;

- Use automated tools such as bots, scrapers or data mining software to access, copy or monitor any portion of the Sites;
- Introduce viruses, malware or other harmful code, or attempt to gain unauthorized access to any Site, server or network;
- Interfere with the proper operation of the Sites or bypass any security measures;
- Engage in unauthorized framing, deep-linking or commercial use of the Sites without our express written consent; or
- Collect usernames or email addresses for purposes of sending unsolicited communications.

We reserve the right to remove any content that violates these Terms of Use or that we determine is otherwise objectionable.

4. MARKETPLACE TRANSACTIONS

MarketPlace.PFHA.org provides a platform for members to buy and sell horses and horse-related merchandise. All transactions are between buyers and sellers directly. PFHA does not guarantee the accuracy of listings, the quality of goods or services or the completion of any transaction. Users are responsible for verifying all information and conducting transactions at their own risk.

Sellers represent and warrant that they have the legal right to sell any listed items and that all listings are accurate and not misleading. Buyers acknowledge that they are responsible for inspecting items and completing due diligence before purchase.

5. CONTENT YOU SUBMIT

Any content you submit to the Sites, including listings, comments, photos, videos or other materials (each, a “**Submission**”) is done at your own risk and without any expectation of privacy or confidentiality. By submitting content, you grant PFHA a nonexclusive, irrevocable, worldwide, royalty-free, sublicensable and transferable license to use, reproduce, distribute, display, modify, prepare derivative works from and otherwise exploit such content for any purpose now known or hereafter discovered.

You represent and warrant that you own or have sufficient rights to any content you submit, that your Submissions do not violate any third-party rights and that you have obtained all necessary permissions and consents. You further grant PFHA the unconditional right to use your name, persona and likeness in connection with your Submissions without any obligation or payment to you.

6. FEEDBACK

Any comments, suggestions, ideas or other feedback you provide regarding the Sites or PFHA’s services (collectively, “**Feedback**”) shall become the property of PFHA. PFHA’s use of Feedback will comply with our Privacy Policy and applicable laws. We shall have no obligation with respect to such Feedback and shall be free to reproduce, use, disclose, display, transform, create derivative works from and distribute the Feedback to others without limitation or compensation to you.

7. REGISTRATION AND COMPETITION MATERIALS

Information regarding horse registration, competition rules and show requirements is provided for the use of PFHA members and PFHA-recognized competitions. While we strive for accuracy, PFHA does not

warrant that such information is complete, current or error-free. Members are responsible for verifying current requirements and rules.

Materials containing United States Equestrian Federation copyrighted content may not be reproduced without permission. Other competition-related materials are provided for personal, non-commercial use only.

8. USER INTERACTIONS AND DISPUTES

You are solely responsible for your interactions with other users of the Sites, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor disputes and take action associated with those disputes. Exercise common sense and your best judgment in your interactions with others and in all online and offline activities.

9. SWEEPSTAKES, CONTESTS AND PROMOTIONS

Any sweepstakes, contests or other promotions offered through the Sites may be governed by separate rules that may have eligibility requirements, such as age or geographic restrictions, and terms governing the use of your personal information. It is your responsibility to read these rules to determine whether you are eligible to participate and to understand the applicable terms and conditions. By participating in any promotion, you agree to comply with and be bound by those official rules.

10. INTELLECTUAL PROPERTY RIGHTS

The Sites and all content, features, and functionality are owned by PFHA or its licensors and are protected by copyright, trademark, patent, trade secret and other intellectual property laws. The names “PFHA” and “Paso Fino Horse Association” are service marks of PFHA.

You may access, review, download and print materials from the Sites for personal, non-commercial purposes only. If you download or print materials, you must retain all trademark, copyright and other proprietary notices. You may not reproduce, publicly display, publicly perform, create derivative works from, distribute or otherwise exploit any content without PFHA’s prior written consent.

You agree not to circumvent, disable or interfere with security-related features or features that prevent or restrict use or copying of any materials. You further agree not to access the Sites by any means other than through the interface we provide, unless otherwise specifically authorized by us in a separate written agreement.

Requests for permission to reproduce, publicly display, or distribute any materials should be sent to info@pfha.org.

11. TRADEMARKS

Our name and all related names, logos, product and service names, designs and slogans are trademarks of PFHA or our affiliates or licensors. You must not use these marks without our prior written permission. Any other names, logos and trademarks on the Sites are the property of their respective owners.

12. LINKS TO OTHER SITES

The Sites may contain links to third-party websites, including those of affiliated clubs and organizations. These third parties are independent entities, not agents of PFHA. We do not control, endorse or assume responsibility for any third-party sites or their content, privacy practices or terms of use.

We do not guarantee and are not responsible for the accuracy, completeness, reliability or availability of third-party content. Any link does not constitute an affiliation, sponsorship, representation, warranty or endorsement. If you access third-party sites, you do so at your own risk and subject to their terms and conditions.

We strongly advise you to review the terms of use and privacy policies of any third-party websites you visit. Notwithstanding anything to the contrary, we reserve the right to prohibit linking to the Sites for any reason in our sole discretion.

13. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE DUE TO YOUR USE OF THE SITES OR YOUR DOWNLOADING OF ANY MATERIAL FROM THE SITES OR FROM ANY WEBSITE LINKED TO THE SITES.

YOUR USE OF THE SITES IS AT YOUR OWN RISK. THE SITES AND ALL CONTENT AND SERVICES ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PROVIDED BY LAW, PFHA DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLETENESS, ACCURACY, CURRENCY, SUITABILITY, FUNCTIONALITY AND AVAILABILITY. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

WITHOUT LIMITING THE FOREGOING, WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR THROUGH THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE. BY OPERATING THE SITES, WE DO NOT REPRESENT, WARRANT, OR IMPLY THAT WE ENDORSE ANY CONTRIBUTIONS OR MATERIALS AVAILABLE ON OR LINKED TO BY THE SITES, OR THAT SUCH MATERIALS WILL BE ACCURATE, RELIABLE, ERROR-FREE, UNINTERRUPTED, USEFUL, TIMELY, OR AVAILABLE AT ALL TIMES, OR THAT THE SITES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY ACCESS TO OR USE OF THE SITES.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PFHA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, SERVICE PROVIDERS, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR MISUSE OF THE SITES, LINKED WEBSITES OR ANY

CONTENT THEREIN, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

15. INDEMNIFICATION

You agree to indemnify, defend and hold harmless PFHA and its officers, directors, employees, agents, affiliates, licensors, service providers, successors and assigns from any claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees and court costs) arising from or related to your use of the Sites, your violation of these Terms of Use, your Submissions, your breach of any representations and warranties herein or your violation of any rights of another party. Your indemnification obligation shall survive termination of your use of the Sites. PFHA reserves the right, at its sole expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with PFHA in connection with any such defense.

16. TERMINATION

PFHA may terminate, suspend, withdraw, amend or deny access to the Sites and their content or services at any time for any reason without notice or liability. Upon termination, the rights and licenses granted to you in these Terms of Use will end. All provisions that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnification obligations and limitations of liability.

We will not be liable if for any reason all or any part of the Sites is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Sites.

17. TERRITORIAL RESTRICTIONS

Unless otherwise specified, the Sites are presented solely for users in the United States. The information provided on the Sites is not intended for distribution to or use by any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation or would subject PFHA to any registration requirement within such jurisdiction.

PFHA makes no representations that the information, products or services on the Sites are appropriate for use or access outside the United States. Anyone using or accessing the Sites from other locations does so on their own initiative and is responsible for compliance with United States and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable.

We reserve the right to limit the availability of the Sites or any portion thereof to any person, geographic area or jurisdiction at any time and in our sole discretion.

18. GOVERNING LAW

These Terms of Use and your use of the Sites shall be governed by the laws of the Commonwealth of Kentucky without regard to conflicts of law principles, as if these Terms of Use were a contract wholly

entered into and wholly performed within the Commonwealth of Kentucky. Unauthorized use of the Sites is prohibited and violators may be prosecuted under federal and state laws.

19. DISPUTE RESOLUTION; NO CLASS ACTIONS

To the maximum extent permitted by law, any dispute relating in any way to your access to or use of the Sites shall be submitted to confidential and binding arbitration in the Commonwealth of Kentucky under the rules of the American Arbitration Association. Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate the intellectual property rights of PFHA or its licensors, PFHA or its licensors may seek injunctive or other appropriate relief in any state or federal court in the Commonwealth of Kentucky.

Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or proceedings involving any claim or controversy of any other party. YOU AND PFHA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

In connection with any litigation, without limiting our right to bring an action against you in any jurisdiction, you further agree to submit to the exclusive jurisdiction of and venue in state or federal courts located in Fayette County, Kentucky. All rights not expressly granted herein are reserved.

Certain portions of this Section are deemed to be a written agreement to arbitrate pursuant to the Federal Arbitration Act. You and PFHA agree that we intend that this Section satisfies the writing requirement of the Federal Arbitration Act.

20. WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF

YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED, OR CONTROLLED BY PFHA OR A LICENSOR OF PFHA.

21. FORCE MAJEURE

PFHA shall be excused from performance under these Terms of Use to the extent it is prevented from or delayed in performing, in whole or in part, as a result of an event or series of events caused by or resulting from weather conditions or other elements of nature or acts of God; acts of war or terrorism, insurrection, riots, civil disorders, or rebellion; quarantines or embargoes; labor strikes; or other causes beyond the reasonable control of PFHA.

22. GENERAL PROVISIONS

Nothing in these Terms of Use shall be construed as creating any agency, partnership or other form of joint enterprise between you and PFHA. The failure of PFHA to insist upon strict compliance with any provision of these Terms of Use shall not constitute a waiver with regard to any subsequent failure to comply with such provision. No waiver by PFHA will be of any force or effect unless made in writing and signed by a duly authorized officer of PFHA.

These Terms of Use are between you and PFHA. There are no third-party beneficiaries to these Terms of Use. You may not assign these Terms of Use or any rights hereunder by operation of law or otherwise without PFHA's prior written consent, which may be withheld in our sole discretion. Any attempted assignment that does not comply with these Terms of Use shall be null and void. We may assign these Terms of Use, in whole or in part, to any third party in our sole discretion without notice to you.

These Terms of Use operate to the fullest extent permissible by law. If any provision is deemed unenforceable or invalid under applicable law or by court decision, such unenforceability or invalidity shall not render the remaining provisions unenforceable or invalid. PFHA will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent as reflected in the original provision.

The Section titles are inserted only as a matter of convenience and have no legal or contractual effect. You agree that these Terms of Use will not be construed against PFHA by virtue of PFHA having drafted them.

23. CHANGES TO THESE TERMS OF USE

PFHA reserves the right to modify, update, or otherwise amend these Terms of Use at any time and for any reason. We will notify you of any changes by posting the updated Terms of Use with a new effective date on the Sites.

We encourage you to review these Terms of Use periodically to ensure you are informed of any changes. Unless otherwise stated, changes to these Terms of Use are effective immediately upon posting. By continuing to use the Sites following such changes, you agree to the terms of the revised Terms of Use.

24. CONTACT INFORMATION

If you have questions about these Terms of Use, please contact:

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