

Horse Action Network

Terms of Use

TABLE OF CONTENTS

1. Definitions	3
2. Eligibility	4
3. User Accounts	4
4. Horse Listings	5
5. Service Listings	6
6. Real Estate Listings	7
7. Seller Representations and Warranties	7
8. Buyer Responsibilities	8
9. Messaging and Communications	9
10. Show Points	9
11. Subscription Packages	10
12. Billing and Automatic Renewals	11
13. Refund Policy	11
14. Listing Ownership	12
15. Promotional License	12
16. Copyright	13
17. Trademarks	14
18. Database Rights	14
19. Platform Protection and Acceptable Use	15
19.1 Artificial Intelligence and Machine Learning Restrictions	15
19.2 Automated Access, Scraping, and Data Collection	15

19.3 APIs and Third-Party Integrations	16
20. Prohibited Conduct	16
21. Fraud Prevention	17
22. Marketplace Disclaimer	18
23. Veterinary Disclaimer	18
24. Equine Risk Disclaimer	18
25. Real Estate Disclaimer	19
26. No Professional Advice	19
27. Limitation of Liability	20
28. Indemnification	21
30. Force Majeure	22
31. Electronic Communications	22
32. Governing Law and Jurisdiction	23
33. Dispute Resolution and Arbitration	23
33.1 Informal Resolution	23
33.2 Binding Arbitration	24
33.3 Exceptions	24
33.4 Class Action Waiver	24
33.5 Jury Trial Waiver	25
34. Severability	25
35. No Waiver	25
36. Entire Agreement	25
37. Changes to These Terms	26
38. Contact Information	26
39. Reservation of Rights	26

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Terms of Use

Effective Date: August 1, 2026

These Terms of Use ("Terms") govern your access to and use of Horse Action Network, including its website, listings, messaging services, subscription packages, Show Points system, mobile features, software, databases, and related services (collectively, the "Platform").

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms.

If you do not agree, you must not use Horse Action Network.

1. Definitions

For purposes of these Terms of Use, the following definitions shall apply:

"Horse Action Network," "HAN," "Company," "we," "our," and "us" refer to Horse Action Network L.L.C., its owners, affiliates, employees, contractors, licensors, successors, and assigns.

"Platform" means the Horse Action Network website, mobile applications, software, databases, messaging system, subscription services, listing tools, search features, advertisements, digital content, and all related products and services provided by Horse Action Network.

"User," "you," or "your" means any individual or entity who accesses or uses the Platform, whether as a visitor, registered account holder, buyer, seller, advertiser, service provider, property owner, agent, broker, or other participant.

"Services" means all features, software, subscriptions, messaging tools, listings, advertising products, Show Points, and related services offered through Horse Action Network.

"Listing" means any advertisement, profile, posting, photograph, video, document, description, pricing information, registration information, health record, pedigree, property information, service description, or other content submitted to the Platform.

"Horse Listing" means any advertisement relating to the sale, lease, auction, breeding, adoption, syndication, donation, or transfer of ownership or possession of a horse.

"Service Listing" means any advertisement or profile promoting equine-related services, businesses, professionals, organizations, farms, clinics, trainers, veterinarians, farriers, transportation providers, photographers, or similar businesses.

"Real Estate Listing" means any advertisement relating to farms, ranches, equestrian facilities, acreage, commercial property, residential property, land, boarding facilities, or other real estate offered through the Platform.

"Content" includes all photographs, videos, text, graphics, logos, documents, reviews, comments, ratings, messages, audio recordings, advertisements, metadata, pricing information, user profiles, and any other material uploaded, displayed, transmitted, or made available through the Platform.

"Subscription" means any paid listing package, recurring membership, Show Points package, promotional feature, advertising package, or other paid service offered by Horse Action Network.

"Show Points" means the virtual publishing credits used within the Platform to activate or publish eligible listings, subject to the applicable Subscription plan and Platform Policies.

2. Eligibility

By accessing or using Horse Action Network, you represent and warrant that:

- You are at least eighteen (18) years of age or the age of majority in your jurisdiction.
- You have the legal capacity and authority to enter into binding agreements.
- If acting on behalf of a business, farm, nonprofit organization, corporation, partnership, brokerage, or other entity, you have authority to legally bind that entity.
- You will comply with all applicable federal, state, provincial, local, and international laws, regulations, licensing requirements, and industry standards.

Horse Action Network reserves the right to request proof of identity, ownership, business authorization, licensing, or any other documentation reasonably necessary to verify a user's eligibility or authority to use the Platform.

Horse Action Network may suspend or terminate any account that does not satisfy these eligibility requirements.

3. User Accounts

Certain features of the Platform require users to create an account.

You agree to provide accurate, complete, and current registration information and to promptly update such information if it changes.

You are solely responsible for maintaining the confidentiality of your username, password, and account credentials.

You are responsible for all activity occurring under your account, whether performed by you or any person using your credentials.

You agree to immediately notify Horse Action Network of any suspected unauthorized use of your account or security breach.

Horse Action Network is not liable for losses resulting from unauthorized access caused by your failure to protect your account credentials.

Each user may maintain only those accounts reasonably necessary for legitimate business or personal use. Horse Action Network reserves the right to remove duplicate, fraudulent, misleading, or inactive accounts at its sole discretion.

Creating an account does not guarantee the right to publish Listings, purchase subscriptions, or access every feature of the Platform.

Horse Action Network reserves the right to suspend, restrict, or terminate accounts at any time to protect the integrity, security, reputation, or operation of the Platform.

Account Closure

Users may close their Accounts at any time through the account settings available on the Platform or by contacting Horse Action Network.

Closing an Account will prevent future access to the Account but does not automatically cancel active subscriptions, remove Listings, eliminate payment obligations, or relieve the User of responsibilities arising before the Account was closed.

Horse Action Network may retain certain Account information, transaction records, communications, Listings, billing records, and other information as reasonably necessary to comply with applicable law, resolve disputes, enforce these Terms, protect the Platform, or satisfy legitimate business, security, backup, and recordkeeping purposes.

Certain provisions of these Terms, including but not limited to those relating to intellectual property, licenses, limitation of liability, indemnification, dispute resolution, payment obligations, and any provisions that by their nature are intended to survive, shall remain in effect following the closure or termination of an Account.

4. Horse Listings

Horse Action Network provides an online marketplace where users may advertise horses for sale, lease, auction, breeding, adoption, syndication, or other lawful equine transactions.

Horse Action Network does not own, inspect, broker, auction, transport, appraise, evaluate, guarantee, or take possession of any horse listed on the Platform.

The seller is solely responsible for ensuring that every Horse Listing is truthful, accurate, complete, and not misleading.

By submitting a Horse Listing, you represent and warrant that:

- you own the horse or have legal authority to advertise it;
- all information provided is accurate to the best of your knowledge;
- photographs and videos accurately represent the horse;
- you have permission to publish all uploaded content;
- your Listing complies with all applicable laws and regulations.

Horse Action Network does not independently verify registration papers, pedigrees, ownership, health records, competition records, breeding information, DNA testing, veterinary records, temperament, suitability, soundness, training level, age, height, color, discipline, or any representation made within a Listing.

Buyers are solely responsible for conducting their own due diligence before completing any transaction, including veterinary examinations, pre-purchase exams (PPEs), registration verification, legal review, transportation arrangements, insurance, and any other investigation they deem appropriate.

Horse Action Network reserves the right, but assumes no obligation, to remove, edit, suspend, reject, or request revisions to any Horse Listing that violates these Terms or the Platform Policies.

5. Service Listings

Horse Action Network allows businesses and individuals to advertise equine-related products and professional services.

Service providers are independent businesses and are not employees, representatives, partners, agents, or contractors of Horse Action Network solely by virtue of advertising on the Platform.

Horse Action Network does not endorse, certify, inspect, license, supervise, guarantee, or verify the qualifications, insurance coverage, experience, pricing, availability, licensing status, or work quality of any service provider.

Users are solely responsible for evaluating any professional before hiring them.

Service providers are solely responsible for complying with all applicable licensing requirements, insurance obligations, professional standards, advertising laws, and consumer protection regulations.

Horse Action Network shall not be liable for disputes regarding workmanship, scheduling, contracts, payments, injuries, property damage, negligence, malpractice, transportation losses, or any other matter arising between users.

6. Real Estate Listings

Horse Action Network provides advertising services for equestrian real estate, including farms, ranches, boarding facilities, commercial properties, acreage, residential properties, vacant land, and related real estate.

Horse Action Network is not a licensed real estate brokerage and does not act as a broker, agent, MLS participant, escrow company, title company, appraiser, inspector, attorney, lender, surveyor, or property manager unless separately disclosed in writing.

Real Estate Listings are provided solely by the listing owner or authorized real estate professional.

Horse Action Network does not independently verify acreage, zoning, tax information, boundaries, improvements, easements, utilities, permits, square footage, environmental conditions, flood zones, agricultural restrictions, equestrian facilities, or other property information.

Buyers and tenants are solely responsible for obtaining inspections, surveys, title examinations, financing, legal advice, environmental reviews, zoning verification, and all other investigations before entering into a transaction.

Horse Action Network reserves the right to remove any Real Estate Listing that violates applicable laws, MLS rules, Fair Housing requirements, intellectual property rights, or these Terms of Use.

7. Seller Representations and Warranties

By creating or publishing a Listing on Horse Action Network, you represent and warrant that:

- You are the lawful owner of the horse, property, business, or item being advertised, or you have full legal authority from the owner to advertise it.
- All information contained in your Listing is truthful, accurate, complete, and not intentionally misleading to the best of your knowledge at the time it is published.
- You have the legal right to upload and publish all photographs, videos, documents, logos, pedigrees, registration certificates, health records, contracts, marketing materials, and other content included in your Listing.
- Your Listing does not knowingly violate the intellectual property rights, privacy rights, contractual rights, or other legal rights of any third party.
- You will promptly update your Listing if any material information changes, including but not limited to availability, pricing, registration status, ownership, health status, competition record, breeding status, or property availability.

- You will comply with all applicable federal, state, provincial, local, and international laws, regulations, licensing requirements, and industry standards relating to your Listing.
- You understand that Horse Action Network may, but is not obligated to, review Listings for compliance with these Terms of Use or Platform Policies.

Horse Action Network does not guarantee that any Listing will generate inquiries, sales, leases, appointments, contracts, or business opportunities.

Sellers remain solely responsible for all negotiations, agreements, representations, contracts, warranties, disclosures, taxes, shipping, transportation, commissions, insurance, and legal obligations arising from any transaction.

Knowingly submitting false, fraudulent, misleading, or deceptive information may result in immediate suspension or permanent termination of your account without refund and may be reported to appropriate authorities where permitted by law.

8. Buyer Responsibilities

Horse Action Network serves solely as an advertising marketplace and is not a party to transactions between users.

Buyers acknowledge and agree that they are solely responsible for independently evaluating any horse, service provider, business, or real estate advertised on the Platform.

Before completing any transaction, buyers are encouraged to conduct any inspections, investigations, or professional evaluations they deem appropriate, including but not limited to:

- Veterinary examinations and pre-purchase exams (PPEs)
- Registration and pedigree verification
- Ownership verification
- Health and vaccination review
- Competition record verification
- Insurance review
- Transportation arrangements
- Property inspections
- Surveys and title examinations
- Financing review
- Legal and tax consultation

Horse Action Network makes no representation regarding the accuracy, completeness, legality, condition, value, temperament, soundness, suitability, qualifications, licensing, availability, or ownership of any Listing.

Buyers assume all risks associated with entering into transactions through the Platform.

Horse Action Network strongly encourages users to exercise caution, communicate thoroughly, request documentation, and use reputable professionals when completing transactions.

9. Messaging and Communications

Horse Action Network provides messaging tools that allow users to communicate directly through the Platform.

Users are solely responsible for all communications sent through the messaging system.

Users agree not to use the messaging system to:

- harass, threaten, intimidate, or abuse others;
- send fraudulent or misleading information;
- impersonate another individual or business;
- distribute malware, spam, chain messages, or unsolicited commercial communications;
- solicit illegal activity;
- attempt to obtain passwords, financial information, or confidential personal information from other users.

Horse Action Network does not routinely monitor private communications and is under no obligation to review messages exchanged between users.

However, Horse Action Network reserves the right, where permitted by law and reasonably necessary to protect the Platform, investigate reported misconduct, comply with legal obligations, or enforce these Terms, to review, preserve, or disclose communications transmitted through the Platform.

Users acknowledge that messages transmitted through the Platform should not be considered confidential, privileged, or guaranteed to be permanently available.

Horse Action Network reserves the right to suspend messaging privileges or terminate accounts that misuse the messaging system.

10. Show Points

Show Points are virtual publishing credits used exclusively within Horse Action Network to activate eligible Listings and access certain Platform features.

Show Points have no cash value, are not redeemable for money, are non-transferable unless expressly authorized by Horse Action Network, and may not be sold, exchanged, gifted, pledged, or otherwise transferred outside the Platform.

Unless otherwise stated in the applicable subscription plan, Show Points may expire in accordance with Horse Action Network's published Platform Policies.

Horse Action Network reserves the right to modify the availability, pricing, expiration periods, eligibility requirements, or functionality of Show Points at any time.

Show Points used to publish a Listing are considered consumed upon activation of that Listing unless otherwise specified by the applicable subscription package or promotional offer.

If a Listing is removed due to a violation of these Terms, Community Standards, or Platform Policies, Horse Action Network is under no obligation to restore or refund the associated Show Points.

Horse Action Network reserves the right to revoke Show Points obtained through fraud, abuse, payment disputes, system errors, promotional misuse, unauthorized account access, or other violations of these Terms.

Users acknowledge that Show Points are a limited license to use certain Platform features and do not create any ownership interest or vested property right.

11. Subscription Packages

Horse Action Network offers subscription-based listing packages, promotional services, and other paid features designed to enhance a user's experience on the Platform.

Available subscription plans, pricing, included features, Show Point allocations, listing limits, rollover benefits, expiration periods, and other subscription details are described on the Platform and may be updated from time to time.

Purchasing a subscription grants the user a limited, non-exclusive, revocable license to access the subscription features associated with the selected plan. Subscription purchases do not convey any ownership interest in the Platform or any of its services.

Horse Action Network reserves the right to modify, discontinue, replace, or enhance subscription plans, pricing, features, or benefits at any time. Changes will not affect the remainder of a prepaid subscription period but may apply upon renewal or future purchases.

Subscription benefits are intended solely for the purchasing account and may not be transferred, shared, resold, or assigned unless expressly authorized by Horse Action Network.

Horse Action Network reserves the right to suspend or terminate subscription benefits in cases involving suspected fraud, payment disputes, abuse of promotional offers, or violations of these Terms.

12. Billing and Automatic Renewals

By purchasing a subscription, you authorize Horse Action Network and its designated payment processor to charge your selected payment method for all applicable subscription fees, taxes, and authorized charges.

Unless otherwise stated at the time of purchase, subscriptions automatically renew at the conclusion of each billing period using the payment method on file.

You may cancel automatic renewal at any time through your account dashboard before your next billing date. For Horse Listings and Real Estate Listings, cancellation is completed by marking the Listing as Sold (including the final sale price, if applicable) or Withdrawn. For Service Listings, cancellation is completed by deleting the Listing or otherwise ending the subscription through your account dashboard. Cancellation will prevent future renewal charges but does not entitle you to a refund for the current billing period, except where required by applicable law.

If a Listing is not marked as Sold, Withdrawn, deleted, or otherwise canceled before the applicable renewal date, the associated subscription will automatically renew in accordance with these Terms.

If a payment cannot be successfully processed, Horse Action Network may:

- suspend or deactivate Listings;
- suspend subscription benefits;
- remove promotional features;
- restrict account access;
- attempt to collect payment using the payment method on file; or
- terminate the subscription after reasonable collection efforts.

Users are responsible for maintaining accurate and current billing information at all times.

Applicable sales taxes or other governmental charges may be added where required by law.

13. Refund Policy

Except where prohibited by applicable law, all subscription fees, advertising fees, promotional purchases, Show Point purchases, and other digital services are non-refundable once purchased.

Refunds will not be issued because:

- a Listing did not result in a sale, lease, inquiry, or appointment;
- a user changed their mind;
- a Listing was removed by the user;
- the advertised horse, property, or service became unavailable;

- the user failed to use available subscription benefits;
- the user no longer wishes to maintain an account.

Horse Action Network may, in its sole discretion, issue refunds, account credits, or replacement Show Points when appropriate to resolve technical issues, billing errors, duplicate charges, or other exceptional circumstances. Such accommodations do not establish a continuing obligation or precedent.

Nothing contained in this section limits any refund rights that cannot be waived under applicable consumer protection laws.

14. Listing Ownership

Users retain ownership of the original content they create and submit to Horse Action Network, including photographs, videos, written descriptions, documents, logos, and other materials, subject to the rights granted under these Terms.

By publishing a Listing, the user represents and warrants that they possess all necessary ownership rights, licenses, permissions, or legal authority required to publish the content.

Users remain solely responsible for the accuracy, legality, and ownership of all submitted content.

Users retain ownership only of content they themselves created or were legally authorized to upload.

Horse Action Network does not claim ownership of user-created content but acquires the limited rights necessary to operate, display, promote, archive, reproduce, and distribute Listings as described in these Terms.

Users acknowledge that removing a Listing may not immediately remove cached copies, backups, archived records, search indexes, legal records, or previously published promotional materials.

15. Promotional License

By submitting content to Horse Action Network, you grant Horse Action Network L.L.C. a worldwide, non-exclusive, royalty-free, fully paid, transferable, sub-licensable license to use, reproduce, display, publish, distribute, modify for formatting purposes, advertise, promote, archive, and publicly perform your Listing and associated content in connection with operating, improving, marketing, and promoting the Platform.

This license includes, but is not limited to, use of your Listing, photographs, videos, logos, descriptions, and related content in:

- Horse Action Network's website;
- mobile applications;
- email newsletters;
- social media platforms;
- online advertising;
- printed promotional materials;
- search engine marketing;
- educational materials;
- press releases; and
- other marketing or promotional efforts relating to Horse Action Network.

This license remains in effect while the Listing is active and for a reasonable period thereafter to permit continued marketing, record keeping, legal compliance, and archival purposes.

This license survives the removal of a Listing only to the extent reasonably necessary for archival purposes, legal compliance, dispute resolution, backup systems, historical marketplace records, and previously published promotional materials.

Nothing in this section transfers ownership of the user's original copyrighted works to Horse Action Network.

16. Copyright

All Platform content, including but not limited to software, website design, page layouts, graphics, icons, text, logos, code, databases, search functionality, compilations, original written content, branding, and proprietary materials created by Horse Action Network is protected by United States and international copyright laws.

Users may not reproduce, copy, distribute, republish, modify, display, create derivative works from, sell, license, or commercially exploit any Horse Action Network content without prior written permission.

Users who believe copyrighted material has been improperly posted may submit a written copyright complaint in accordance with Horse Action Network's Community Standards & Copyright Policy.

Horse Action Network reserves the right to remove allegedly infringing material, investigate reported violations, and terminate repeat infringers when appropriate.

Horse Action Network may designate a Copyright Agent for notices under the Digital Millennium Copyright Act (DMCA).

17. Trademarks

"Horse Action Network," the Horse Action Network logo, branding, slogans, graphics, trade dress, and all associated names, marks, logos, service marks, product names, and design elements are the exclusive property of Horse Action Network L.L.C. or its licensors unless otherwise indicated.

Nothing contained within the Platform grants any license or right to use Horse Action Network's trademarks without prior written authorization.

Users may not use Horse Action Network's trademarks in any manner that is likely to cause confusion, imply endorsement, dilute the value of the marks, or otherwise violate applicable trademark laws.

Unauthorized use of Horse Action Network branding may result in legal action.

18. Database Rights

Horse Action Network invests substantial time, effort, and resources into developing, organizing, maintaining, and enhancing its proprietary databases, including but not limited to horse listings, service provider directories, real estate listings, seller profiles, search indexes, historical listing information, pricing data, market trends, metadata, and related Platform content.

These databases constitute valuable proprietary business assets and are protected by applicable copyright, trade secret, unfair competition, contract, and other intellectual property laws.

Except as expressly permitted by these Terms, users may not:

- scrape, crawl, spider, harvest, or systematically extract Platform data;
- reproduce substantial portions of the Platform database;
- use automated software, bots, artificial intelligence systems, or machine learning tools to collect Platform information;
- compile competing databases using information obtained from Horse Action Network;
- copy or redistribute listing information on a commercial scale;
- sell, license, lease, publish, or otherwise exploit Platform data without prior written consent.

No user acquires ownership rights in the Platform's databases, market analytics, historical listing information, or proprietary data structures.

The unauthorized collection or use of Horse Action Network's databases may result in suspension of access, termination of accounts, civil liability, injunctive relief, recovery of damages, attorneys' fees where permitted by law, and any other remedies available under applicable law.

19. Platform Protection and Acceptable Use

Horse Action Network invests substantial time, effort, and resources into developing its marketplace, technology, proprietary databases, software, search tools, listings, and user experience. To protect the integrity, security, and value of the Platform, Users agree to use the Platform only as expressly permitted by these Terms of Use.

Horse Action Network continually improves and updates the Platform. Accordingly, Horse Action Network reserves the right to add, modify, suspend, discontinue, replace, or remove any feature, functionality, subscription offering, Listing category, search tool, messaging capability, integration, or other aspect of the Platform at any time, temporarily or permanently, with or without notice, and without liability.

Nothing in these Terms guarantees the continued availability of any particular feature, service, subscription, or functionality.

Any unauthorized access to, collection of, or use of Platform content, technology, or data is strictly prohibited and may result in suspension or termination of your Account, legal action, and any other remedies available under applicable law.

19.1 Artificial Intelligence and Machine Learning Restrictions

Unless expressly authorized in writing by Horse Action Network, users may not:

- use any Listing, photograph, video, description, metadata, pricing information, review, message, or other Platform content to train, fine-tune, develop, improve, or evaluate any artificial intelligence, machine learning model, large language model, neural network, or similar technology;
- collect Platform content for AI datasets or automated model training;
- generate derivative datasets, synthetic data, commercial AI products, or predictive models using information obtained from Horse Action Network;
- use Platform content for automated decision-making systems, algorithm development, or data mining; or
- permit any third party to engage in these activities using information obtained from Horse Action Network.

Unauthorized use of Platform content for artificial intelligence or machine learning purposes constitutes a material breach of these Terms.

19.2 Automated Access, Scraping, and Data Collection

Except as expressly authorized in writing, users may not directly or indirectly:

- scrape, crawl, spider, harvest, mirror, monitor, index, or systematically collect information from the Platform;
- use bots, scripts, automated browsers, software agents, or similar technologies to access or interact with the Platform;
- bypass security features, authentication systems, CAPTCHA protections, rate limits, or technical safeguards;
- copy, reproduce, download, or archive substantial portions of Platform content;
- interfere with Platform performance or security;
- overload Platform infrastructure through excessive automated requests; or
- attempt to access information or systems not intentionally made available to users.

Horse Action Network reserves the right to block automated traffic, restrict IP addresses, suspend accounts, or pursue legal remedies against unauthorized automated access.

19.3 APIs and Third-Party Integrations

Horse Action Network may, from time to time, provide application programming interfaces ("APIs"), developer tools, integrations, or other methods for third-party access.

Unless expressly authorized in writing by Horse Action Network:

- no user may access the Platform through automated interfaces;
- reverse engineering, probing, or attempting to discover private or unpublished APIs is prohibited;
- API credentials may not be shared, sub-licensed, sold, transferred, or disclosed;
- users may not exceed published usage limits or circumvent technical restrictions; and
- API access may not be used to build competing products, services, databases, or marketplaces.

Horse Action Network reserves the right to modify, suspend, revoke, or discontinue API access at any time, with or without notice, and without liability.

Nothing in these Terms requires Horse Action Network to provide public APIs or integration capabilities.

20. Prohibited Conduct

Users agree not to use the Platform to:

- violate any applicable law or regulation;
- submit false, fraudulent, deceptive, or misleading information;
- impersonate another person or business;

- advertise property, horses, or services without authorization;
- infringe intellectual property rights;
- upload malicious software or harmful code;
- interfere with Platform security or operations;
- manipulate search results or platform rankings;
- create duplicate or fake accounts;
- harass, threaten, intimidate, stalk, or abuse other users;
- discriminate against others in violation of applicable law;
- publish obscene, defamatory, hateful, violent, or unlawful content;
- engage in spam or unsolicited advertising;
- use the Platform for money laundering, illegal gambling, or other unlawful activity;
- circumvent subscription requirements, billing systems, or Platform restrictions;
- encourage others to violate these Terms.

Horse Action Network reserves the right to determine, in its sole discretion, whether conduct violates these Terms or otherwise threatens the safety, integrity, or reputation of the Platform.

21. Fraud Prevention

Horse Action Network is committed to maintaining a trustworthy marketplace.

Users agree not to engage in any fraudulent, deceptive, or dishonest activity, including but not limited to:

- creating fictitious Listings;
- advertising horses, services, or properties they do not own or have authority to advertise;
- knowingly misrepresenting ownership, registration status, pedigree, health, condition, training, availability, or pricing;
- using stolen photographs or copyrighted materials;
- submitting false reviews or manipulating ratings;
- attempting payment fraud, chargeback abuse, identity theft, phishing, or account takeovers;
- engaging in any scheme intended to deceive or financially harm another user.

Horse Action Network reserves the right to suspend Listings, freeze accounts, cooperate with payment processors, report suspected criminal activity to law enforcement, and pursue civil remedies when fraud is suspected.

Nothing in these Terms obligates Horse Action Network to investigate every transaction or verify every Listing.

Horse Action Network reserves the right to verify ownership, identity, or authority to advertise any Listing before or after publication.

22. Marketplace Disclaimer

Horse Action Network is solely an online advertising and marketplace platform.

Horse Action Network is not a broker, auctioneer, dealer, escrow agent, transporter, veterinarian, appraiser, inspector, lender, title company, attorney, financial advisor, fiduciary, insurer, or representative of any buyer or seller.

Horse Action Network is not a party to any agreement, negotiation, purchase, sale, lease, breeding agreement, service contract, or real estate transaction conducted through the Platform.

Users are solely responsible for evaluating the individuals with whom they choose to conduct business.

Horse Action Network does not guarantee the honesty, qualifications, identity, financial condition, reputation, performance, or legal compliance of any user.

23. Veterinary Disclaimer

Any veterinary information appearing in a Listing is provided solely by the Listing owner.

Horse Action Network does not verify veterinary records, health certificates, vaccination history, medications, genetic testing, radiographs, laboratory results, breeding soundness examinations, lameness evaluations, or other medical information.

Nothing contained on the Platform constitutes veterinary advice.

Users should consult licensed veterinarians before purchasing, selling, breeding, transporting, or otherwise making decisions regarding any horse.

24. Equine Risk Disclaimer

Users acknowledge that horses are inherently unpredictable animals capable of causing serious injury, illness, death, or property damage.

Participation in horse ownership, riding, training, breeding, transportation, competitions, veterinary care, boarding, or other equine activities involves inherent risks that cannot be eliminated.

Horse Action Network assumes no responsibility for injuries, accidents, illness, death, property damage, financial losses, or other damages arising from any equine activity occurring before, during, or after transactions initiated through the Platform.

Users assume all risks associated with equine activities and are encouraged to obtain appropriate insurance, professional advice, and safety equipment.

25. Real Estate Disclaimer

Horse Action Network provides advertising services for equestrian and agricultural real estate but does not independently verify property information.

Information regarding acreage, zoning, taxes, boundaries, square footage, utilities, permits, environmental conditions, easements, flood zones, agricultural restrictions, equestrian improvements, occupancy status, or comparable sales may not be complete or current.

Horse Action Network makes no warranty regarding the accuracy of property information and recommends that buyers obtain professional inspections, surveys, title examinations, financing advice, legal counsel, zoning verification, environmental assessments, and other due diligence before entering into any transaction.

Where applicable, users are responsible for complying with all federal, state, and local real estate laws, including Fair Housing requirements.

26. No Professional Advice

Horse Action Network provides an online marketplace for advertising and connecting users but does not provide legal, financial, tax, accounting, insurance, investment, veterinary, breeding, training, real estate, transportation, or other professional advice.

Any information appearing on the Platform, including Listings, articles, educational materials, marketing content, messages, reviews, comments, or other User Content, is provided for general informational purposes only and should not be relied upon as professional advice.

Users should consult appropriately qualified professionals before making decisions involving horses, breeding, veterinary care, real estate, legal matters, taxes, insurance, business operations, transportation, or financial transactions.

Horse Action Network disclaims all responsibility for decisions made in reliance upon information obtained through the Platform.

27. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HORSE ACTION NETWORK L.L.C., ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES, SUCCESSORS, LICENSORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING TO:

- USE OF OR INABILITY TO USE THE PLATFORM;
- ANY HORSE, PROPERTY, SERVICE, OR OTHER LISTING;
- USER CONTENT;
- MESSAGES OR COMMUNICATIONS BETWEEN USERS;
- PURCHASES, SALES, LEASES, BREEDING AGREEMENTS, AUCTIONS, OR OTHER TRANSACTIONS;
- MISREPRESENTATIONS BY USERS;
- FRAUD OR CRIMINAL ACTIVITY;
- PROPERTY DAMAGE;
- PERSONAL INJURY;
- DEATH OF ANY PERSON OR ANIMAL;
- LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION;
- UNAUTHORIZED ACCESS TO ACCOUNTS OR DATA;
- VIRUSES, MALWARE, OR OTHER HARMFUL TECHNOLOGY;
- THIRD-PARTY SERVICES OR WEBSITES.

IN NO EVENT SHALL HORSE ACTION NETWORK'S TOTAL AGGREGATE LIABILITY ARISING FROM ANY CLAIM EXCEED THE TOTAL AMOUNT PAID BY THE CLAIMING USER TO HORSE ACTION NETWORK DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY. TO THE EXTENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, THE ABOVE LIMITATIONS SHALL APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED.

BECAUSE HORSE ACTION NETWORK IS NOT A PARTY TO TRANSACTIONS BETWEEN USERS, ANY CLAIMS RELATING TO A TRANSACTION SHALL BE BROUGHT SOLELY AGAINST THE PARTIES INVOLVED IN THAT TRANSACTION.

28. Indemnification

To the fullest extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Horse Action Network L.L.C., its owners, officers, directors, members, managers, employees, contractors, affiliates, successors, assigns, licensors, agents, and representatives from and against any and all claims, demands, actions, proceedings, investigations, liabilities, damages, judgments, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- your access to or use of the Platform;
- your Listings, content, messages, or communications;
- your purchase, sale, lease, auction, breeding, boarding, transportation, or other transaction conducted through the Platform;
- your violation of these Terms of Use, Platform Policies, Community Standards, or applicable law;
- your infringement or alleged infringement of any intellectual property, privacy, publicity, contractual, or other legal rights of any third party;
- your negligence, misconduct, fraud, or intentional wrongdoing; or
- any dispute between you and another user, buyer, seller, service provider, real estate professional, or third party.

Horse Action Network reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such event, you agree to cooperate fully in the defense of such matter.

Your indemnification obligations survive the termination of your account, subscription, or use of the Platform.

29. Survival

The termination, suspension, expiration, or closure of an Account, Subscription, Listing, or a User's access to the Platform shall not affect any provision of these Terms that by its nature is intended to survive.

Without limitation, the following provisions shall survive termination:

- Intellectual Property
- Promotional License
- Database Rights
- Payment Obligations
- Limitation of Liability

- Indemnification
- Dispute Resolution
- Governing Law
- Reservation of Rights
- Any other provision reasonably intended to survive termination.

30. Force Majeure

Horse Action Network shall not be liable for any delay, interruption, failure to perform, or inability to provide the Platform resulting from causes beyond its reasonable control, including but not limited to:

- acts of God;
- natural disasters;
- fires, floods, earthquakes, hurricanes, or severe weather;
- pandemics or public health emergencies;
- war, terrorism, civil unrest, or governmental actions;
- labor disputes or strikes;
- utility failures;
- internet, telecommunications, hosting, or cloud service outages;
- cyberattacks, ransomware, denial-of-service attacks, or other security incidents;
- software failures;
- payment processor interruptions; or
- failures of third-party vendors or service providers.

Horse Action Network will make commercially reasonable efforts to restore affected services as soon as reasonably practicable but shall not be responsible for losses resulting from such events.

31. Electronic Communications

By creating an account or otherwise using the Platform, you consent to receive communications from Horse Action Network electronically.

These communications may include, but are not limited to:

- account notifications;

- listing updates;
- subscription and billing notices;
- renewal reminders;
- security alerts;
- password reset requests;
- customer support communications;
- legal notices;
- policy updates;
- marketing communications, where permitted by law and subject to your communication preferences.

You agree that electronic communications satisfy any legal requirement that such communications be in writing.

Users are responsible for maintaining a current and accurate email address and other contact information. Horse Action Network is not responsible for missed notices resulting from outdated contact information or email filtering.

Nothing in this section limits any rights you may have under applicable laws governing electronic communications or marketing preferences.

32. Governing Law and Jurisdiction

These Terms of Use and any dispute arising out of or relating to the Platform shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles.

Subject to any non-waivable rights provided by applicable law, the parties agree that the state and federal courts located within the State of New Jersey shall have exclusive jurisdiction over any legal action or proceeding arising out of or relating to these Terms or the use of the Platform.

You consent to the personal jurisdiction and venue of such courts and waive any objection based upon inconvenient forum or similar doctrine.

33. Dispute Resolution and Arbitration

33.1 Informal Resolution

Horse Action Network encourages Users to contact us before initiating formal legal proceedings. If a dispute arises relating to these Terms, the Platform, or any services provided by Horse Action

Network, the parties agree to first make a good-faith effort to resolve the dispute informally by providing written notice describing the nature of the dispute and the requested resolution.

Unless immediate legal action is necessary to prevent irreparable harm, the parties agree to allow at least thirty (30) days to attempt informal resolution before initiating arbitration or litigation.

33.2 Binding Arbitration

Except where prohibited by applicable law or as otherwise provided in these Terms, any dispute, claim, or controversy arising out of or relating to these Terms, the Platform, a User's account, subscriptions, Show Points, Listings, or Horse Action Network's services shall be resolved exclusively through final and binding arbitration rather than in court.

Arbitration shall be conducted by a mutually agreed-upon arbitration provider in accordance with its applicable commercial arbitration rules. The arbitration shall take place in the State of New Jersey unless the parties agree otherwise or applicable law requires a different location.

The arbitrator shall have exclusive authority to resolve disputes concerning the interpretation, applicability, enforceability, or formation of this arbitration provision.

33.3 Exceptions

Nothing in this section prevents either party from:

- Seeking temporary or preliminary injunctive relief to protect intellectual property rights, confidential information, trade secrets, or Platform security;
- Filing an eligible claim in small claims court where permitted by applicable law;
- Cooperating with law enforcement or governmental agencies; or
- Pursuing any remedy that applicable law prohibits from being resolved through arbitration.

33.4 Class Action Waiver

To the fullest extent permitted by applicable law, all disputes shall be brought solely on an individual basis.

You agree not to participate as a plaintiff, class representative, or member in any class action, collective action, consolidated action, mass arbitration, private attorney general action, or other representative proceeding against Horse Action Network.

Unless prohibited by applicable law, the arbitrator may not consolidate the claims of multiple parties or preside over any representative or class proceeding.

33.5 Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM.

34. Severability

If any provision of these Terms of Use is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by applicable law, and the remaining provisions shall remain in full force and effect.

Any invalid or unenforceable provision shall be interpreted, modified, or limited only to the extent necessary to make it enforceable while preserving, to the greatest extent possible, the original intent of the provision.

35. No Waiver

The failure of Horse Action Network to enforce any provision of these Terms or to exercise any right or remedy shall not constitute a waiver of that provision, right, or remedy.

No waiver shall be effective unless made in writing and signed by an authorized representative of Horse Action Network.

Any waiver of one breach shall not be deemed a waiver of any subsequent or continuing breach.

36. Entire Agreement

These Terms of Use, together with the Privacy Policy, Community Standards & Copyright Policy, and any additional policies or guidelines expressly incorporated by reference, constitute the entire agreement between you and Horse Action Network regarding your access to and use of the Platform.

These Terms supersede all prior or contemporaneous agreements, understandings, communications, representations, or proposals, whether oral or written, relating to the subject matter herein.

No oral statements or informal communications shall modify these Terms unless expressly confirmed in writing by Horse Action Network.

37. Changes to These Terms

Horse Action Network reserves the right to modify, update, or revise these Terms of Use at any time.

When material changes are made, Horse Action Network will update the Effective Date and may provide additional notice through the Platform, email, or other reasonable means.

Your continued access to or use of the Platform after revised Terms become effective constitutes your acceptance of those revised Terms.

If you do not agree to the updated Terms, you must discontinue use of the Platform.

38. Contact Information

Questions regarding these Terms of Use may be directed to:

Horse Action Network L.L.C.

Mailing Address:

[Business Address]

Email:

support@horseactionnetwork.com

Telephone:

[Business Phone]

Website:

<https://www.horseactionnetwork.com>

Horse Action Network welcomes questions regarding these Terms, Platform Policies, Privacy Policy, Community Standards, and other legal documents and will make reasonable efforts to respond in a timely manner.

39. Reservation of Rights

Horse Action Network reserves all rights not expressly granted in these Terms of Use.

Nothing contained in these Terms shall be construed as granting any license, ownership interest, or other right in the Platform, its software, databases, trademarks, proprietary technology, or intellectual property except as expressly provided herein.

Horse Action Network may investigate violations of these Terms, cooperate with law enforcement, pursue civil remedies, and take any action reasonably necessary to protect the Platform, its users, and its business interests.

Horse Action Network's failure to exercise or enforce any right or remedy shall not constitute a waiver of that right or prevent its future enforcement.