

Terms of Service & Privacy Policy

Welcome to the Pennsylvania Saddlebred Horse Association (PSHA) website. Following are the terms and conditions that govern your use of this website.

Using this site tells us that you have read and agreed to our Terms of Service and Privacy Policy detailed below. Please read the following sections carefully. If you do not agree with these terms, please exit this site or any site affiliated with this site. These Terms of Service and Privacy Policy apply to all web sites owned and operated by PSHA. PSHA reserves the right to terminate Membership and deny access to the site to any person who violates these Terms of Service.

Future Changes

These terms may change at any time in the future. No individual notice of changes will be provided to Users. So, please check back periodically and review the Terms of Service and Privacy Policy to ensure that you still agree to abide by them. Unless you terminate your use of this site or any site affiliated to this site, you will be bound by any subsequent change to these Terms.

Copyright

All information, content, services and software displayed on, transmitted through or used in connection with the PSHA sites, including, but not limited to, news articles, reviews, directories, guides, text, photographs, images, illustrations, audio clips, video, HTML, source and object code, trademarks, logos and the like, as well as its selection and arrangement, is owned by Pennsylvania Saddlebred Horse Association, Inc., and its affiliated companies. You may use the Content online only, and solely for your personal, non-commercial use. If you operate a Web site and wish to link to any of the sites owned and operated by PSHA, you may do so provided you agree to cease such link upon request from PSHA and that you do not state or imply any sponsorship of your site by PSHA. No other use is permitted without prior written permission of PSHA. The permitted use described in this Paragraph is contingent on your compliance at all times with these Terms of Service.

You may not, for example, republish any portion of the Content on any Internet, Intranet or extranet site or incorporate the Content in any database, compilation, archive or cache. You may not distribute any Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, cache, reproduce, sell, publish, transmit, display or otherwise use any portion of the Content. You may not scrape or otherwise copy our Content without written permission. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through PSHA, not to insert any code or product or manipulate the content of PSHA in any way that affects the user's experience, and not to use any data mining, data gathering or extraction method.

Requests to use Content for any purpose other than as permitted in these Terms of Service should be directed to the Pennsylvania Saddlebred Horse Association President. In certain cases, you may be able to obtain permission to use individual stories that appear on any of PSHA sites through online functionality we have specifically designated. For example, email a story to a friend or purchase a photograph.

Copyright Complaints

PSHA respects the intellectual property of others and holds no claim to copyrights of content that is owned by a third party or is in the public domain. If you believe your work has been copied in a way that constitutes

copyright infringement or you are aware of any infringing material on any of PSHA sites, please contact us immediately.

Membership and Registration

To use certain features of any Service provided by PSHA, you must register on the form(s) provided. If you become a Member of PSHA, or any of its affiliated sites or services, you accept responsibility for all activities, and agree not to sell, transfer or assign your Membership or any Membership rights.

When registering, you agree to provide true, accurate, current and complete information about yourself as prompted by the Service's registration form and to maintain and promptly update the information you provide to keep it true, accurate, current and complete. We reserve the right to terminate your Membership at any time for any reason and without notice. In the event of termination, you are no longer authorized to access the part of the Service affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from any Service, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

License to PSHA

By posting a message, uploading a file, providing information to, communicating with, or otherwise placing any material on our websites, you are granting PSHA and its affiliates, a royalty-free, perpetual, non-exclusive, unrestricted right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such information, in any form, media, software or technology or any kind now existing or developed in the future. Without limiting the generality of the previous term, you authorize PSHA to share the information across all media and to use your name and any other information in connection with its use of the material you provide. All rights in this term are granted without the requirement for additional compensation of any sort to you and without further permission required.

Interactive Features

Services offered by PSHA or any of its affiliated sites may include a variety of features, such as message boards, photo galleries, comments and other interactive features which will allow feedback to PSHA and real-time interaction between users. These features are provided to give users an interesting and stimulating forum to express their opinions and share ideas and information. PSHA cannot and does not monitor all of the material posted or transmitted by users and third-party information providers.

It is a condition of your use of these Services that you exercise your best judgment and do not:

- Restrict or inhibit any other user(s) from using and enjoying the Service.
- Post any material that contains vulgar, profane, abusive, hateful or racist language or expressions, text, photographs or illustrations in poor taste, or attacks of a personal, racial or religious nature.
- Post any material that is threatening, false, defamatory, misleading, fraudulent, unfair, and inaccurate, contains gross exaggeration or unsubstantiated claims, violates the privacy rights of any party, is unreasonably harmful or offensive to any individual, community, association, business or group.
- Violate any right of PSHA or any of its affiliates.
- Post any material that discriminates or refers to such matters in any manner prohibited by law.
- Disrupt, interfere with or otherwise harms or violates the security of PSHA, or any services, resources, passwords, servers or networks through PSHA or affiliated or linked sites.
- Post any material that contains or links to viruses or other harmful, disruptive or destructive files.

- Use or attempt to use another's identity, account, password, service or system except as expressly permitted by the Terms of Services.
- Post any material that includes copyrighted or other proprietary material of any kind without express permission of the owner of the material.
- Post any material that includes advertisements, promotions, or offers to trade any goods or services, except in areas specifically designated for such purpose, if available.
- Post any material that violates or encourages the violation of any municipal, state, federal or international law, rule or regulation.

PSHA reserves the right to delete any communications at any time, for any reason or in its discretion, but has no obligation to review or remove any such content. PSHA also reserves the right to disclose any information as necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in PSHA sole discretion are objectionable or in violation of these Terms of Service.

E-Commerce and Transactions on our sites

PSHA may allow you to engage in a transaction involving the purchase of a product or service such as a subscription, a print or online advertisement, a print of a photograph, a photograph product or other tangible goods and services. To serve you most efficiently, credit card transactions and order fulfillment are often handled by a third party. These third parties may have separate privacy and data collection practices, so please be sure to read these as well. If you're concerned about online credit card safety, in most cases a telephone number will be provided so that you can call to place your order by phone. PSHA cannot take responsibility for the success or security of transactions undertaken or processed by third parties. PSHA are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these third-party products and services. You agree to release PSHA and its affiliates from any damages that you incur, and agree not to assert any claims against them, arising from your purchase or use of any products or services made available by third parties through PSHA.

Disclaimer and Limitation of Liability

While PSHA use reasonable efforts to include accurate and up-to-date information, we make no warranties or representations as to the accuracy of the Content and assume no liability or responsibility for any error or omission in the Content. PSHA does not represent or warrant that use of any Content will not infringe rights of third parties. PSHA has no responsibility for actions of third parties or for content provided or posted by others.

Because services provided by PSHA may include links and pointers to Internet sites, content and services provided by third parties. Neither PSHA, its parent or subsidiary companies nor their affiliates operate or control in any respect any information, products or services that third parties may provide on or through PSHA or on a website linked to by PSHA. The content on this site and any third-party sites are provided "as is", "as available" and without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, PSHA disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. PSHA does not warrant that this website or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that this site, including bulletin boards, or the servers that make it available, are free of viruses or other harmful components.

All Services are provided for informational purposes only, and is not intended for trading or investing purposes, or for commercial use. Stock and mutual fund quotes, and related financial news stories may be delayed at least 20 minutes, as may be required by the stock exchanges and/or the financial information services. The Service

should not be used in any high-risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. You expressly assume all risk for such use.

In no event, including, but not limited to, negligence, shall PSHA, its subsidiary and parent company or affiliates be liable for any direct, indirect, incidental, punitive, special or consequential damages including, without limitation, damages related to unauthorized access to or alteration of your transmissions or data, the content or any errors or omissions in the content, even if advised of the possibility of such damages or those that result from the use of, or the inability to use, PSHA materials, products or services, or third party materials, products or services made available through PSHA. You specifically acknowledge and agree that PSHA are not liable for any defamatory, offensive or illegal conduct of any user.

Indemnity

As a condition of use of the Website, you agree to indemnify PSHA and its affiliates, officers, employees and agents from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of the Website.

Resolving Disputes

Please read this provision of this section carefully. It provides that any dispute may be resolved by binding arbitration. By agreeing to arbitration, you are hereby waiving the right to go to court, including the right to a jury. In arbitration, a dispute is resolved by an arbitrator, or a panel of arbitrators, instead of a judge or jury. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose (by their acceptance of this Agreement, in accessing or using the service or the site) to have any disputes resolved through arbitration.

By accessing this Website, you waive the right to litigate in court any claim or dispute either as an individual or as a class action, either as a member of a class or as a representative, or to act as a private Attorney General.

In order to expedite and control the cost of disputes, you agree that any legal or equitable claim relating to your use of this Website and these Terms and Conditions thereof (a "Claim") will be resolved as follows:

1. **Informal Claim Resolution:** To initiate an informal resolution to a Claim, you must send a notice by first class United States mail to Pennsylvania Saddlebred Horse Association, 8517 Gateway Road, Breinigsville, PA, 18031 Attention: PSHA President (a "Notice"). Neither you nor PSHA may start a formal proceeding (except for Claims described in subsection 3 below) for at least sixty (60) days after one of either party notifies the other of a Claim in writing. If PSHA initiates a Claim, you will be sent a notice to the billing address on file with PSHA.

Formal Resolution: If a claim cannot be resolved informally, then the Claim shall be resolved, upon election by either party, exclusively and finally by binding arbitration

2. The party initiating arbitration must follow the rules and procedures of the American Arbitration Association ("AAA") in effect at the time the Claim is filed, and the parties agree that the arbitration shall be administered by the AAA. You may obtain copies of the current rules, forms and instructions for initiating an arbitration by contacting:

American Arbitration Association
1633 Broadway, 10th Floor
New York, New York 10019 Website: www.adr.org
800.778.7879

This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“FAA”), and not by any state law concerning arbitration.

3. **Cost Sharing:** Whichever party files the arbitration must pay the initial filing fee. All other fees will be allocated as provided by the applicable rules of the arbitrating body and applicable law. Each party will bear the expense of that party’s attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
4. **Binding Effect:** In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged. Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction.

Applicable Law And Jurisdiction

By accessing the website, you agree that the laws of the Commonwealth of Pennsylvania will apply to all matters relating to the use of the website.

In the case of a dispute, you agree to submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania or the Lehigh County Circuit Court.

Use of Company Directories

The information contained in the Company Directories is provided for business lookup purposes and is not to be used for marketing or telemarketing applications. This information may not be copied or redistributed and is provided “AS IS” without warranty of any kind. In no event will PSHA or its suppliers be liable in any way with regard to such Information.

Privacy Policy

PSHA strive to offer its visitors the many advantages of Internet technology and to provide an interactive and personalized experience. We may use personally identifiable information such as your name, e-mail address, street address, telephone number, or other information subject to the terms of this privacy policy. Please note that this policy applies only to information collected by PSHA online and does not impact information collected or used by PSHA or its affiliates through other means.

How We Gather Information From Users

How we collect and store information depends on the page you are visiting, the activities in which you participate, and the services provided. You can visit many pages on our site without providing any information. Other pages may prompt you to provide information, for example when registering to make a purchase. You may also be asked to provide information when you take part in voting on our polls, leaving comments and other interactive areas of our site.

PSHA may collect information automatically and through the use of electronic tools that may not be transparent to our visitors. For example, we may log the name of your Internet Service Provider or use “cookie” technology. The cookie may store information, sparing you from having to re-enter that information each time you visit, or may control the number of times you encounter a particular advertisement while visiting our site. As we include additional technology, we may also gather information through other means. In certain cases,

you can choose not to provide us with information, for example by setting your browser to refuse to accept cookies but doing so may limit your ability to access certain portions of the site or may require you to re-enter your user name and password. Additionally, we may not be able to customize the site's features according to your preferences.

Children's Privacy Statement

This children's privacy statement explains our practices with respect to the online collection and use of personal information from children under the age of thirteen and provides important information on your rights under federal law with respect to such information.

- We do NOT knowingly collect personally identifiable information from children under the age of thirteen without parental consent. If we become aware that we have inadvertently received personally-identifiable information from a user under the age of thirteen, we will make all efforts to contact a legal guardian for consent.
- Because we do not collect any personally identifiable information from children under the age of thirteen, we also do NOT knowingly distribute such information to third parties.
- We do NOT knowingly allow children under the age of thirteen to publicly post or otherwise distribute personally identifiable contact information.
- We do NOT condition a child's participation in online activities on providing more personally identifiable information than is needed to participate in the activity.

What We Do With The Information We Collect

We will use your information only as permitted by law. Information that does not personally identify you may be used in many ways. As one example, we may combine information about your usage patterns with similar information obtained from other users to learn which pages are visited most or what features are most attractive. This information may occasionally be shared with our advertisers and business partners but cannot be used to contact you individually.

Personally Identifiable Information collected by PSHA may also be used for other purposes including but not limited to site administration and troubleshooting. Certain third parties who provide technical support for the operation of our site may access such information.

As we continue to develop our business, we may sell, buy, merge or partner with other companies or businesses. In such transactions, user information may be among the transferred assets. We may also disclose your information in response to a court order, at other times when we believe we are reasonably required to do so by law, in connection with the collection of amounts you may owe to us, and/or whenever we deem it appropriate or necessary to give such information to law enforcement authorities. Please note we may not provide you with notice prior to disclosure in such cases.

Your Choice To Opt Out

PSHA will sometimes send e-mail about services, features, products, special offers and unique content we believe might interest you. If you prefer not to receive e-mail communications sent from us, you will be given an opportunity to opt out from receiving any more emails. Opting out will not revoke your membership to PSHA. As a registered member of PSHA, you agree to receive emails from us.

Affiliated Sites, Linked Sites and Advertisements

PSHA expects its partners, advertisers and third-party affiliates to respect the privacy of our users. However, third parties, including our partners, advertisers, affiliates and other content providers accessible through our site, may have their own privacy and data collection policies and practices. For example, during your visit to our site you may link to, or view as part of a frame on a PSHA page, certain content that is created or hosted by a third party. Also, through PSHA you may be introduced to, or be able to access, information, Web sites, advertisements, features, contests or sweepstakes offered by other parties. PSHA is not responsible for the actions or policies of such third parties. You should check the applicable privacy policies of those third parties when providing information on a feature or page operated by a third party.

While on our site, our advertisers, promotional partners or other third parties may use cookies or other technology to attempt to identify some of your preferences or retrieve information about you. For example, some of our advertising is served by third parties and may include cookies that enable the advertiser to determine whether you have seen a particular advertisement before. Through features available on our site, third parties may use cookies or other technology to gather information. PSHA does not control the use of this technology or the resulting information and is not responsible for any actions or policies of such third parties.

Please be careful and responsible whenever you are online. Should you choose to voluntarily disclose Personally Identifiable Information on our site, such as in message boards, chat areas or in advertising or notices you post, that information can be viewed publicly and can be collected and used by third parties without our knowledge and may result in unsolicited messages from other individuals or third parties. Such activities are beyond the control of PSHA and this policy.

Cancellations and Refunds

Membership and horse nomination fees are not refundable. The membership year begins Jan. 1st and ends Dec. 31st. By joining the PSHA, members thereby become subject to the Rules & By-laws of the Association then in force or those later adopted. If an error is made which results in an overpayment, e-mail refund request with details explanation to chris_psha@aol.com. Approved refund will be issued via check and mailed within 10 business days.

Miscellaneous

This agreement constitutes the entire agreement between PSHA and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written and oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through any Service. In the event of any conflict between any such third-party terms and conditions and these Terms of Service, these Terms of Service shall govern. This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania without giving effect to any principles or conflicts of law. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Questions

If you have any questions about PSHA Terms of Service, please contact:

Pennsylvania Saddlebred Horse Association,
7423 Skytop Ct.,
Orefield, PA, 18069