

COOLER HORSEMANSHIP, LLC

TERMS AND CONDITIONS ♦ CANCELLATION/REFUND POLICY

Effective August 15, 2009

MEMBERSHIP AGREEMENT

Membership agreement states the following:

I agree to pay CoolerHorsemanship, LLC, a monthly fee of \$15.95 for access to the CoolerHorsemanship Online Library and Member Area.

I understand that I am agreeing to become a member of the CoolerHorsemanship Online Library and Member Area on an ongoing, monthly basis, and that membership information will be delivered through online access only.

I further agree that CoolerHorsemanship, LLC will have continuous authority to charge my monthly membership fee to my credit or debit card on the same date each month (effective immediately upon submission of payment and membership request).

Secure Ordering and your Privacy: We offer online secure ordering and credit card processing through Authorize.net. All credit card numbers are collected through the Authorize.net credit processing system and are not made available to CoolerHorsemanship.com.

We do not collect any information about our customers to be sold or lent to a third party, other than that stated in our Privacy Policy. We may occasionally send out flyers or informational emails to active customers.

CANCELLATIONS AND REFUNDS

Cancellations: Memberships may be cancelled at any time with no penalties or fees. Please call (843) 227-2120 or email customerservice@coolerhorsemanship for Cancellations. Cancellations are effective on the first day of the month following the month your cancellation request is received. Cancellation requests must be received by the 25th of the month to be effective for the following month.

Refunds: No refunds will be issued without written request from member stating reason for request. Refund is subject to approval of CoolerHorsemanship, LLC.

OTHER TERMS AND CONDITIONS

By using our site, CoolerHorsemanship.com, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The term "CoolerHorsemanship.com" or "us" or "we" or "our" refers to CoolerHorsemanship, LLC, owner of the Website. The term "you" refers to the user or viewer of our Website.

1. **Acceptance of Agreement:** You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.
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14. Indemnification: You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.
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25. Legal Compliance: You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Site and the Content and Materials provided therein.
26. Miscellaneous: This Agreement shall be treated as though it were executed and performed in Great Falls, State of Montana and shall be governed by and construed in accordance with the laws of the State of Montana (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, Documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 16 and Section 17. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.
27. Arbitration: Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, Site operations, intellectual property, and our services, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of JAMS. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Great Falls, State of Montana, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or us may seek any interim or preliminary relief from a court of competent jurisdiction in Great Falls, State of Montana necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs incurred through JAMS.