



Terms & Conditions

Terms and Conditions for the use of the mobile application Hooves. Welcome to Hooves! We are super excited to see that you are interested in our mobile application and we hope that both you and your horse will enjoy the service. We recommend you to read these terms and conditions before using the application, as they explain the terms that apply to your use of Hooves. We provide a management tool to facilitate planning and communication with everyone involved with your horse, and thus creating a better overview of all the activities around your beloved horse.

GENERAL

1.1 The mobile application Hooves (“Hooves”) is a digital management tool for specifically designed for equestrians helping riders and others connected to the horse to keep better track of their horses, activities and in general facilitate a better overview and communication around your horse. Hooves is provided by Hooves APS, a Danish company registered under number 38065130 (“Hooves”, “we” or “us”). These terms and conditions (these “Terms”) apply to and govern your use of Hooves, including any services provided, through or in connection with Hooves. You can read more about us and our mobile application on our website, <https://hoovesapp.com/> (“Website”).

1.2 The information generated from your riding and other usage of Hooves is updated continuously, even if your device is offline. However, we recommend you to keep your device online in order to get a full summary of your content in Hooves and to get the best user experience. Make sure to keep the information about you and your horse updated at all times to get the most accurate information.

1.3 By downloading or using Hooves, you confirm that you have read, understood and agree to be bound by these Terms and warrant that you have the legal capacity to accept these Terms. You also confirm that all personal data and information that you provide to us is correct and complete. Please note that we have a separate privacy policy which describes how we process personal information.

1.4 Hooves is a management tool and is expected to be utilized in such manner. Hooves APS is not liable for usages in any shape or form.



USER ACCOUNT

2.1 In order to use Hooves you have to create an user account (your “Account”). You can create an Account by using your Facebook account or your email address. You have to sign in to your Account in order to enjoy Hooves.

2.2 When you sign in with your Facebook account, Facebook will give us information about you and will get access to information regarding your login. You may not login with any other Facebook account than your own, and you may not login with several different accounts.

2.3 You may share your information with other Hooves users to insure your potential team members are able to locate you.

2.4 If you are a co-rider, or in other forms connected to a horse team, you share your Hooves information about your riding of that horse either by sharing the profile of the horse with other riders, or by connecting to a horse profile shared by a co-rider.

USE OF HOOVES

3.1 We are not liable for unauthorized access to Hooves due to your negligence (e.g. by not keeping your account or login information secure). If you become aware of any unauthorized access to your account or Hooves, you shall inform us as soon as possible.

3.2 You are responsible for what you write and publish in/through Hooves. If you publish content which we in our sole discretion find indecent, abusive or offensive, we may delete such posts and terminate your account. We cooperate with the police and other authorities if you commit a criminal act.

3.3 You may not use technology that may harm Hooves, or use Hooves to spread such technologies, e.g. malware, viruses, worms, Trojan horses, spyware, or other potentially harmful software, material or information. You may not copy, decompile or otherwise make changes to or in Hooves.

3.4 You agree to defend, indemnify, and hold Hooves APS harmless from all liabilities, claims and expenses that are caused or can be related to your use or misuse of Hooves, violation of these Terms, your gross negligence or infringement of any intellectual property or other right of any person or entity by you.

3.5 Hooves APS is not responsible for any damages. These damages may include, but are not limited to, the horse, the rider, equipment or other people connected to Hooves and utilizing the Service. We encourage the team to have a insurance plan in place, see Hooves APS’ insurance in collaboration with Tryg. However, the team as a whole are the sole responsables to setup an agreement between owner and users.



3.6 By uploading images or video material to Hooves you accept full responsibility for the content of said file. Furthermore, you agree to having consent from the people displayed in the video/image.

REPRESENTATION AND WARRANTIES

4.1 Hooves is provided, to the extent allowed under law, “as is” and “as available” without any representations or warranties of any kind, expressed or implied, including but not limited to merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement. Hooves APS does not warrant that Hooves will (i) meet your requirements or expectations; (ii) be available on an uninterrupted, secure or error-free basis; or (iii) not cause any latency or processing delays. Hooves APS does not warrant the accuracy, timeliness, reliability, truthfulness, or completeness of any information obtained through Hooves and does not take responsibility for content published in or through Hooves by other users in Hooves. No information, whether oral or written, will create any warranty or representation not expressly made herein.

4.2 Your use of Hooves is at your own risk and account. By using Hooves, to the extent allowed under law, you waive all rights to claim damages as result of your use of Hooves or Hooves APS’s failure to provide Hooves in a satisfying manner.

4.3 The foregoing exclusions and disclaimers are an essential part of these Terms and form a basis enabling us to offer Hooves to you. The laws of certain jurisdictions do not allow exclusion or limitation of certain warranties and/or damages. If those laws apply to you, some or all of the above disclaimers may not apply to you in full and you may have additional rights.

CHANGES, UPDATES, ETC.

5.1 We reserve the right to, at any time, update, change, modify, suspend provision of or withdraw Hooves without incurring any liability whatsoever.

5.2 We strive to keep Hooves available at all times and to meet your expectations. To achieve this, we are entitled to, without prior notice, perform updates and changes as well as removing or add content and features in Hooves. This might affect your access to Hooves temporarily, but we always try to fix this as quickly as we can to cause you as little trouble as possible.

5.3 All or part of Hooves, or features within Hooves may, at any time, be disturbed or affected by factors beyond our control. If you experience such disturbance, please contact us.



INTELLECTUAL PROPERTY

6.1 When you download Hooves, you will free of charge receive a non-exclusive, non-transferable and revocable license to use Hooves in accordance with these Terms. Any use of Hooves other than as specifically authorized herein, without the prior written permission of us, is strictly prohibited and will automatically terminate the license granted herein.

6.2 Any information, software, data or other materials developed or provided by us or our licensors used to provide Hooves, including all intellectual property rights (such as but not limited to copyright, trademarks, trade names or trade dress) therein, shall remain the sole and exclusive property of Hooves APS or its licensors.

6.3 Unless explicitly allowed to do so by prior written permission by us, you agree not to sell, license, rent, sublicense, modify, distribute, copy, reproduce, transmit, publicly display or perform, publish, adapt, edit, disassemble, decompile or create derivative works of Hooves.

LIMITATION OF LIABILITY

7.1 We strive to give you as precise information as possible through Hooves, but we do not give any guarantees regarding the metrics, statistics or other information presented in Hooves. You are fully responsible for your use of Hooves as well as any and all actions taken by you as a result of the information you receive in Hooves.

7.2 Hooves APS is not responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of Hooves.

7.3 You agree that Hooves APS and its affiliates will not be liable to you or any third party for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we and our third party application providers have been advised of the possibility of such damages), resulting from (i) the use or inability to use Hooves; (ii) the cost of getting substitute goods and services resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from Hooves; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of anyone in connection with the use of Hooves; or (v) any other matter relating to Hooves.



COMMUNICATION

8.1 We will, from time to time, send emails and push notifications to you. You can easily turn off push notifications in your device settings or unsubscribe any future mailings by following the instructions given when you receive an email from us.

8.2 In order to not miss any important information, make sure to keep your contact information updated at all times. All communications related to Hooves may be done electronically. Such messages may inform you about distributions, new versions, additional information on Hooves, support etc. We will always inform you by email, the Website or through Hooves of changes of these Terms.

CHANGES AND TERMINATION

9.1 We may, from time to time, update these Terms. Changes shall become effective upon your acceptance of the updated Terms.

9.2 These Terms apply until terminated. You may at any time terminate these Terms by deleting Hooves from your mobile device.

9.3 Hooves APS reserves the right to, without prior notice and with immediate effect, at any time and without any reason, modify, limit, suspend or terminate your use of Hooves and/or these Terms.

9.4 Any license granted to you will immediately cease upon termination.

9.5 Notwithstanding anything in the above, Sections 3, 5 and 6 of these Terms will survive termination.

GOVERNING LAW AND DISPUTE RESOLUTION

10.1 These Terms shall be construed in accordance with and governed by the substantive law of Denmark. Additionally, these Terms will be complying to the rules of GDPR.