



EVENT CLINICS
DREAM BIG. START NOW.

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For [buyers and non-organizers](#) | For organizers

Welcome to Event Clinics! Event Clinics enables people to plan, promote, and register for equestrian related clinics and schooling shows. We make it simple for everyone to discover equestrian events, and to share the events they are attending with the people they know.

Event Clinics provides a simple and quick means for registered users ("Organizers" or "you") to collect Event Registration Fees", from users who want to attend such events ("Buyers"). Organizers may visit the Site, fill out a questionnaire about their event, including pricing, location, etc., and collect Registration Fees online directly from Buyers. Payments to you or a designated Recipient are transacted through the Event Clinics payment processing gateway (the "Gateway" or via mutually agreed Self Service methods as described below.

This TOS applies to you and your use of the Services as an Organizer. For the Terms of Service Agreement that applies to you and your use of the Services as a Buyer and/or other non-Organizer user, please see http://www.EventClinics.com/terms/TOS_Buyers.pdf.

1. Eligibility

In order to use Event Clinics as an Organizer, you must:

1. be at least eighteen (18) years old and able to enter into contracts;
2. complete the registration process;
3. agree to the Terms, Refund, Acceptable Use, and Privacy Policies; and
4. provide true, complete, and up to date contact information.

By using Event Clinics, you represent and warrant that you meet all the requirements listed above, and that you won't use Event Clinics in a way that violates any laws or regulations. Event Clinics may refuse service, close accounts of any users, and change eligibility requirements at any time.

2. Term & Rights

The Term begins when you sign up for Event Clinics and continues as long as you use the Service. Clicking the button and entering your username means that you've officially "signed" the Terms. If you sign up for Event Clinics on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms on their behalf.

Event Clinics hereby grants you a personal, non-transferable, non-sublicensable, revocable, non-exclusive license to access and use the Services solely for the purposes of creating an event page with respect to, and promoting, managing, tracking, and collecting Event Registration Fees for an event that you have registered on the Site, in each case (i) in compliance with this TOS, and (ii) to the extent permitted under all applicable laws and regulations (foreign and domestic). Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly: (i) modify, reproduce or otherwise create derivatives of any part of the Services or Site Content (as defined below); (ii) reverse engineer,

disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Services (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (iii) rent, lease, resell, distribute or use the Services for timesharing, service bureau, or commercial purposes (except for the limited commercial purpose of collecting Event Registration Fees through the Site as an Organizer in accordance with this TOS); (iv) remove or alter any proprietary notices or labels on or in the Services or Site Content; or (v) engage in any activity that interferes with or disrupts the Services; or (vi) use the Services or Site Content to refer Users to a third party site for the purposes of processing registrations or payment.

Downloading or using the Software is at your sole risk.

Event Clinics reserves the right at any time to, and from time to time may, modify, suspend or discontinue, temporarily or permanently, the Services (or any part thereof) for any reason or no reason with or without notice. You agree that Event Clinics shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

3. Compliance with Laws

All software used in any Event Clinics Service is the property of Event Clinics Inc and protected by United States and international copyright laws. You represent and warrant that your use of Event Clinics will comply with all applicable laws and regulations. You may not use the Event Clinics Software for any illegal purpose.

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Event Clinics Software, whether in whole or in part, or create any derivative works from or of the Event Clinics Software. You shall respect our proprietary rights in the Website and the software used to provide Event Clinics (proprietary rights include patents, provisional patents, trademarks, service marks, and copyrights).

None of the Software may be downloaded or otherwise exported or re-exported in violation of United States export laws.

The Software and Website, including all documentation, are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, and consist of "Commercial Computer Software" and "Commercial Computer Software Documentation." The Commercial Computer Software and Commercial Computer Software

4. Rights

You agree that all material, including without limitation information, data, software, text, design elements, graphics, images and other content (collectively, "Content"), contained in or delivered via the Services or otherwise made available by Event Clinics in connection with the Services (collectively, "Site Content") is protected by copyrights, trademarks, service marks, trade secrets or other intellectual property and other proprietary rights and laws.

You represent and warrant that you either own or have permission to use all of the material in your posted activities. You acknowledge and agree that if you contribute, provide or make available any Content to the Site ("Your Content"), you hereby grant to Event Clinics a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to use, reproduce, adapt, modify, distribute, translate, publish, create derivative works based on, perform, display and otherwise exploit Your Content, in whole or in part, in any media now known or hereafter developed, for any purpose whatsoever. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all Your Content (i) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party, and (ii) complies with all applicable laws and regulations (foreign and domestic). In addition, Your Content must be accurate and truthful. Event Clinics reserves the right to remove any of Your Content from the Site at any time if Event Clinics believes in its sole discretion that it does not comply with this TOS.

You acknowledge and agree that Event Clinics may preserve your Content and may also disclose your Content for any reason, including without limitation if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this TOS; (c) respond to claims that any of your Content violates the rights of third parties; and/or (d) protect the rights, property, or personal safety of Event Clinics, its users and/or the public. You understand that the technical processing and transmission of the Services, including Your Content, may involve (i) transmissions over various networks; and/or (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Your right to use the Event Clinics Software will automatically terminate without notice from us if you fail to comply with any of these Terms of Use or any other Service Terms.

5. Payment Processing

There are two types of payment processing options Organizers may elect when using the Services:

(1) Full Service: Full Payment Processing or “FPP”: Buyer registers through Event Clinic, pays any applicable Event Clinics service fees and makes full or partial registration payment at the time of registration. Event Clinics will electronically collect all Event Registration Fees on behalf of the Organizer from Buyers and then transfer appropriate funds to the PayPal recipient that the Organizer accurately designates;

(2) Self Service: Self Service Processing or “SSP”: Buyer registers through Event Clinics, pays any applicable Event Clinics service fees but makes registration payment for posted Activity directly to the Organizer/designated Recipient, such as Payment via Check on the Day of Activity.

As long as you’re a Member in good standing, we agree to process charge card and PayPal transactions for you and deliver funds to a valid PayPal Account holder in good standing that you specify. Organizers are required to ensure that no PayPal account specified as a Recipient is limited or “frozen” at any point.

If Organizer cancels an activity AFTER Event Clinics processes registrations or routes electronic payment to a specified Recipient, then you-the Organizer-accept responsibility for collecting previously processed funds from various Recipients and ensuring a full and prompt refund to Buyers for all such payments.

Event Clinics will cease all additional registration and payment processing of any kind in respect to a cancelled activity.

Event Clinics reserves the right to suspend payment of any amounts owed to you or a designated recipient if Event Clinics suspects or determines that such amounts have been generated in (A) a fraudulent manner, (B) violation of this TOS, or (C) violation of any applicable laws or regulations (foreign or domestic), or if Event Clinics is required to do so by applicable laws or regulations (foreign or domestic).

(b) Services Fees & Chargebacks.

By registering for and using Event Clinics, you agree Buyers will pay Event Clinics all applicable Event Clinics Convenience Fees and Processing Fees, which are based on the number of registrations sold by you and/or the value of

such registrations, and which charges are described in greater detail at www.EventClinics.com/fees, (collectively, "Service Fees");

We may change our fees at any time by posting a new pricing structure to our Website and/or sending you a notification by email. Event Clinics will not be responsible to you for a refund, in whole or part, of Service Fees for any reason.

6. Refunds & Chargebacks

You, the Organizer, are responsible for providing any applicable Refunds to Buyers. You agree to ensure a clear and specific Refund Policy on any activity you post.

You agree that as Organizer you will promptly provide any applicable refunds directly to the Buyer and/or promptly resolve any refund concerns for an activity you posted. Organizer hereby agrees to fully indemnify Event Clinics and its affiliates for, refunds, errors in issuing refunds, or lack of refunds in connection with the use of any payment option.

If you refuse to provide a valid refund to a Buyer in a timely manner based on the Refund Policy posted in your activity announcement or the Terms outlined in this agreement, we may choose to provide it on your behalf.

If one or more Buyer(s) request a refund, whether due to a cancelled event or for any other reason where Event Clinics would reasonably expect to lose a chargeback, Event Clinics may, in its sole discretion, issue such refund to such Buyer(s), and Organizer shall then owe the amount of such refund plus applicable processing fees to Event Clinics.

You further agree that you will limit the occurrence of charge back disputes from Buyers to Event Clinics. Organizer further agrees to fully indemnify Event Clinics and its affiliates for chargebacks issued in the course of the use of the FPP payment option.

Event Clinics reserves the right to terminate the account of any Member whose actions result in excessive chargeback disputes filed against Event Clinics.

7. Posting Privileges

You acknowledge that Event Clinics does not pre-screen any Content provided or made available by you or any third party in connection with the Services, but that Event Clinics and its designees shall have the right (but not the obligation) in their sole discretion to (i) monitor, alter, edit, or remove any of your Content, in whole

or in part, and/or (ii) rescind and terminate your right to use the Services at any time (with or without notice) for any reason or no reason.

Our fees for use as an Organizer are [posted](#) on our Website and may be changed from time to time. You may buy Posting Credits to use our Services, as we explain on the [fees page](#) of our Website. We may also grant complimentary posting credits, under terms and conditions that may change from time to time.

8. General Rules

You promise to follow these rules:

1. You will post only activities that abide by the spirit and intent of Event Clinics. Event Clinics is designed to enable riders access to educational opportunities with top riders and schooling shows.
2. You will post activities that average at least 10 registrations per activity processed through Event Clinics.
3. You will provide accurate Recipient information for any activity that uses our FPP service.
4. You will not use posting credits- complimentary or paid- to post spam of any kind. Posting daily "Lessons Available!" for each day of the month, sale advertisements, birthday party announcements, fundraising dinners, etc. constitutes spam and will result in account closure.
5. You will not collect personal information contained on Event Clinics and or/ use such information for outside purposes.
6. You will not to use the Services to upload, post, email, transmit or otherwise make available any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to otherwise interact with the Services in a manner not permitted by this TOS or expressly authorized by Event Clinics
7. You will not commit any action which violates our Acceptable Use Policy, which is part of this Agreement.

You agree that any termination of your right to use the Services may be effected without prior notice, and acknowledge and agree that Event Clinics may immediately deactivate or delete your account and all related Content and files related to your account and/or bar any further access to such files or the Services. Further, you agree that Event Clinics shall not be liable to you or any third-party for any termination of your right to use or otherwise access the Services.

9. Privacy Policy

We may use and disclose your information according to our [Privacy Policy](#). Our Privacy Policy will be treated as part of these Terms.

10. Changes

We may change any of the Terms by posting revised Terms of Use on our Website and/or by sending an email to the last email address you gave us. Unless you terminate your account within ten (10) days, the new Terms will be effective immediately and apply to any continued or new use of Event Clinics. We may change the Website, the Service, or any features of the Service at any time.

11. Account and Password

You're responsible for keeping your account name and password confidential and ensuring the accuracy at all times of financial recipients for each announcement you post. You're also responsible for any account that you have access to, whether or not you authorized the use. You'll immediately notify us via support@eventclinics.com of any unauthorized use of your account. We're not responsible for any losses due to stolen or hacked passwords. We don't have access to your current password, and for security reasons, we may only reset your password.

12. Account Disputes

We don't know the inner workings of your business or the nature of your personal relationships, and we don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours, and you'll resolve any account-related disputes directly with the other party. We decide who owns a Member account based on the content of that Account, and if multiple people or entities are identified in the content, then we'll rely on the contact information listed for that account.

13. Limitation of Liability

You understand that you are liable for all Content, in whatever form, that you provide or otherwise make available to or through the Services, including to Buyers and other users of the Services.

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the Website and the Services, including any

downloads from the Website. Event Clinics is not liable for any indirect, punitive, special, or consequential damages under any circumstances, OR UNDER ANY LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WITH RESPECT TO THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS TOS, FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Event Clinics HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), (II) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR (IV) ANY MATTERS BEYOND Event Clinics' REASONABLE CONTROL. Event Clinics shall have no liability with respect to any of your content or any content of any other user of the services.

14. No Warranties

To the maximum extent permitted by law, we provide the material on the Website and the Service on an "AS IS" and "AS AVAILABLE" basis.

Event Clinics hereby expressly disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Event Clinics is not responsible and shall have no liability for the content, products, services, actions or inactions of any user, buyer or other non-organizer, organizer or third party before, during and/or after an event; and Event Clinics will have no liability with respect to any warranty disclaimed. You acknowledge that Event Clinics has no control over and does not guarantee the quality, safety or legality of events advertised, the truth or accuracy of any users' (including buyers', other non-organizers' and organizers') content or listings, or the ability of any user (including buyers and organizers) to perform, or actually complete a transaction. In addition, Event Clinics is not affiliated with, and has no agency or employment relationship with, any third party service provider used in conjunction with the services (including, without limitation, any FPP service), and Event Clinics has no responsibility for, and hereby disclaims all liability arising from, the acts or omissions of any such third party service provider.

Notwithstanding the foregoing, you may report the misconduct of users, buyers, other non-organizers, organizers and/or third parties in connection with the site or any services to Event Clinics. Event Clinics, in its sole discretion, may investigate the claim and take necessary action.

15. Indemnity

You agree to indemnify and hold Event Clinics harmless from any losses (including attorney fees) that result from any claims you make that aren't allowed

under these Terms due to a "Limitation of Liability" or other provision. You also agree to indemnify and hold us harmless from any losses (including attorney fees) that result from third-party claims that you or someone using your password did something that, if true, would violate any of these Terms.

You agree to defend, indemnify and hold Event Clinics, and its affiliates, and each of its and their respective officers, directors, agents, co-branders, other partners, and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise), or investigation made by any third party (each a "Claim") due to or arising out of: your Content; use of, contribution to or connection with the Services or violation of any rights of another; your event(s); and/or your violation of this TOS.

Event Clinics shall provide notice to you of any such Claim, provided that the failure or delay by Event Clinics in providing such notice shall not limit your obligations hereunder. Event Clinics reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you agree to cooperate with all reasonable requests in assisting Event Clinics defense of such matter.

15. Release.

In consideration of being permitted to access and use the services, you hereby agree to release Event Clinics, Event Clinics Inc, respective officers, directors, agents, co-branders, other partners, and employees from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of or in any way connected with disputes between you and third parties (including other organizers, buyers, and other non-organizers) in connection with the services, your access and use of the services, or your event.

16. Force Majeure

We won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

17. Attorney Fees

If we file an action against you claiming you breached these Terms and we prevail, we're entitled to recover reasonable attorney fees and any damages or other relief we may be awarded.

18. Severability

If it turns out that a section of this Agreement isn't enforceable, then that section will be removed or edited as little as necessary, and the rest of the Terms will still be valid.

19. Interpretation

The headers and sidebar text are provided only to make this agreement easier to read and understand. The fact that we wrote these Terms won't affect the way this Agreement is interpreted.

20. Amendments and Waiver

Amendments or changes to these Terms won't be effective until we post revised Terms on the Website. That aside, additional terms may apply to certain features of the Service (the "Additional Terms"). The Additional Terms will be considered incorporated into these Terms when you activate the feature. Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

21. Notification of Security Breach

In the event of a security breach that may affect you, we'll notify you of the breach and provide a description of what happened. If we determine and notify you, that you need to forward all or part of that information to anyone who has registered for an event you posted, you'll promptly do it.

22. Notices

Any notice to you will be effective when we send it to the last email you gave us or posted on our Website. Any notice to us will be effective when delivered to us along with a copy to our legal counsel: Attn. Legal Department, Event Clinics,

600 Water ST SW NBU 6-16, Washington DC 20024, or any addresses as we may later post on the Website.

23. Choice of Law.

This TOS and the provision of the Services to you are governed by the laws of the state of Delaware, U.S.A.

Any controversy or claim arising out of or relating to this TOS or the provision of the Services shall be exclusively settled by binding arbitration in accordance with the commercial arbitration rules of the Judicial Arbitration and Mediation Services, Inc. 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 San Francisco, California, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Subject to the foregoing arbitration provision, you and Event Clinics agree to submit to the personal jurisdiction of the courts located within the state of Delaware, USA. Either you or Event Clinics may seek any interim or preliminary relief from a court of competent jurisdiction in Delaware, necessary to protect the rights or property of you or Event Clinics (or its agents, suppliers, and subcontractors) pending the completion of arbitration.

24. Violations.

Please report any violations of this TOS by email to support@eventclinics.com.

25. Entire Agreement

These Terms of Service, our Privacy Policy, Acceptable Use Policy, (all of which are incorporated into these Terms by reference), and any Additional Terms you've agreed to make up the entire agreement and governs your use of the Services as an Organizer and supersede all prior agreements, representations, and understandings.

Congratulations! You've reached the end. Thanks for taking the time to learn about Event Clinics terms.