

# Terms and Conditions

## Terms and Conditions

Welcome [www.jarrahdaleequestrian.com.au](http://www.jarrahdaleequestrian.com.au) (our Site).

This site gives you an opportunity to browse and purchase products and services offered by The Jarrahdale Group Pty Ltd (ACN 651452461 and ABN 18651452461) at Galvin investment holdings (ABN 88 136678329) t/as Salli Galvin®, (Salli Galvin®, we, us).

These Terms and Conditions (Terms) govern your use of this Site, as well as Salli Galvin®'s products and services, and form a binding contractual agreement between you and us. These Terms are important and you should ensure that you read them carefully and contact Salli Galvin® at [info@jarrahdaleequestrian.com.au](mailto:info@jarrahdaleequestrian.com.au) if you have any questions before purchasing our products or engaging our services.

These Terms constitute the entire and only agreement between you and us and supersedes all prior agreements, conduct, representations and understandings.

Salli Galvin®'s products and services are intended for, depending on the product or service certain ages and/or riding abilities.

## ACCEPTANCE OF TERMS

By accessing, downloading or using the products and services offered on our Site, whether or not you register as a member, or purchasing tickets to attend any Salli Galvin® Events, you agree to be bound by these Terms, which you acknowledge that you have read and understood.

We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of the Site will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to contact us at [info@jarrahdaleequestrian.com.au](mailto:info@jarrahdaleequestrian.com.au) and immediately discontinue your use of the products and/or services.

## YOUR OBLIGATIONS

When using our products and/or services, you may be given access to Facebook groups, other online or in person forums (Jarrahdale Equestrian Saddle Club® Community) or events in which you may post comments, photos, messages or other material (Your Content). When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Jarrahdale Equestrian Saddle Club® Community any of the following: Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable. Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.

Information that includes personal or identifying information about another person without that person's consent. Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us. Any information or content that impersonates any person or entity. Any material, non-public information about companies without authorisation to do so. Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).

By posting or otherwise publishing Your Content on our Site or Jarrahdale Equestrian Saddle Club® Community, you: Grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose; Warrant that you have the right to grant the above licences; Warrant that Your Content does not breach these Terms; and

Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner. We reserve the right (but have no obligation) to:

Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

## CODE OF CONDUCT

Our Site and Jarrahdale Equestrian Saddle Club® Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment.

Whilst using this Site and/or our Jarrahdale Equestrian Saddle Club® Community, we ask that you not: Contact anyone who has asked not to be contacted.

Collect personal data about other users for commercial or unlawful purposes.

Infringe other user's privacy rights. Violate the intellectual property of others.

Post anything that contains software viruses, worms or any other harmful code; or Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.

Please see our Jarrahdale Equestrian Saddle Club® Community Guidelines in the appendix to these Terms for more information

## CONFIDENTIALITY

We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, Confidential Information) and by using our products and/or services, you agree to respect the same rights of the other Jarrahdale Equestrian Saddle Club® product and/or services participants (Participants) and representatives of Jarrahdale Equestrian Saddle Club®.

You agree:

That any confidential information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.

Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.

That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.

That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations. While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

## COPYRIGHT AND TRADE MARK NOTICES

All material on this Site, in our Jarrahdale Equestrian Saddle Club® Community or otherwise delivered by us by us including (but not limited to) course content, text, graphics, information architecture and coding (Our Content), is subject to copyright. While you may access, browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior express written permission if you'd like to use, copy, record or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited.

You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.

Jarrahdale Equestrian® Jarrahdale Equestrian Saddle Club®, Salli Galvin®, are all registered and unregistered trade marks owned by Galvin Holdings Pty Ltd (ACN 63496124) and are licensed exclusively to Jarrahdale Equestrian Pty Ltd. The trademarks, logos, and service marks displayed on our Site are the registered and/or unregistered trademarks of Jarrahdale Equestrian Saddle Club®. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to Jarrahdale Equestrian Saddle Club®, in any manner that is likely to cause confusion with customers, or in any manner that disparages Jarrahdale Equestrian Saddle Club®.

Nothing contained on this Site or in our Jarrahdale Equestrian® Community should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission.

You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Jarrahdale Equestrian Saddle Club® will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

## RIGHT TO SUSPEND, TERMINATE AND REFUND

We reserve the right to suspend or terminate your use of the Site, the Jarrahdale Equestrian Saddle Club® Community or our products and/or services generally, if you breach any of these Terms, as determined by us in our sole discretion.

Refunds are not provided for our products and/or services, including where you have been given access to Our Content or our Jarrahdale Equestrian Saddle Club® Community, whether accessed by you or not, unless we are in breach of the Australian Consumer Law, as set out in Schedule 2 to the Australian and Competition Act 2010 (Cth).

## FINANCIAL TERMS

The cost, cancellation and refund, if any, details of our products and services are set out below:

Product or Service

Recommended Retail Price (in USD dollars)\*

Duration: recurring

Cancellation: Membership Cancellation notice - A month notice is required to cancel your membership or suspensions.

Refund: n/a

Jarrahdale Equestrian Saddle Club®

USD\$37.00