

Terms Of Service

Effective Date: 03/14/2022

I. Introduction

Plan 4 Progress (the "Publisher") app (the "App") is a mobile platform for the Publisher's users like you ("you", and "your") that enables you to access Publisher-related content alongside social and interactive features. The App is provided by Top Fan, Inc ("we", "us" and "our"), on behalf of the Publisher.

These Terms of Service ("Terms") and the associated Privacy Policy apply to your use of the App. The Publisher is also the Data Controller for the purposes of any personal data you provide. For information on how we and the Publisher (as "Data Controller") use your personal data, please see the associated Privacy Policy.

You must review and accept these Terms before you can use the App. Unless otherwise specified in the App details on the applicable App Store, to use the App you must be 18 or older (or be 13 or older and have your parent or guardian's consent).

We license use of the App to you on the basis of these Terms and subject to any rules or policies applied by any App store provider or operator from whose platform you download the App ("App Store"). We do not sell the App to you. We remain owners of the App at all times, but please note that the content provided by the Publisher via the App is owned by and remains the responsibility of the Publisher.

II. Changes

We may occasionally make changes to the App or these Terms. If we do, we'll notify you either by updating the Effective Date of these Terms listed above or via the App. You must accept these changes in order to continue using the App. You should stop using the App if you disagree with any changes to the App or these Terms.

From time to time we may issue updates to the App via the App Store. Depending on the update, you may not be able to use the App until you have downloaded the latest version of the App and reviewed and accepted any new terms.

III. Accessing the App and the content on the App

You may access the App by downloading and installing the App to your device from the App Store. Although we are working to ensure that the App is compatible across various devices, we cannot guarantee that the App will work with all devices. You should check the minimum requirements and specifications (including memory space and operating system) as set out in the App details on the applicable App Store before downloading the App. We will endeavor to support the two most recent versions of the operating systems available in the market – for example, if iOS 11 is the current version, we will aim to support iOS 10 and iOS 11). To download the App, you will need a valid App Store account (as applicable to your device).

It is your responsibility to ensure that you are able to comply with the relevant system requirements as described above. We accept no responsibility for any lack of functionality that is due to your equipment (including your device, internet connection, operating system or settings and software). Access to parts or all of the App and any or

all content on the App may be restricted from time to time to allow for repairs, maintenance or updating.

It is your responsibility to pay for all costs and expenses (including all telephone call or line charges or Internet service data access) that you may incur using the App.

Your use of the App and enjoyment of its features and content hosted or made available through the App may vary in functionality, availability and quality depending on the type of device and operating system and any restrictions imposed by our content providers.

IV. Your Use of the App

In consideration of you complying with these Terms, we grant you a non-transferable, non-exclusive, revocable license to use the App on your device(s) and to view the content contained on the App for your personal, non-commercial use, subject to and in accordance with these Terms, the Privacy Policy and the applicable App Store rules, which are incorporated into these Terms by reference.

You agree:

- A. That you will not use the App for any illegal purpose or in any way that interrupts, damages or impairs the service provided by the App;
- B. that you will not access or attempt to access the accounts of other users of the App;
- C. that you will not impersonate any person, or misrepresent your identity or affiliation with any person;
- D. not to post or transmit through the App any content which is or could reasonably be viewed as:
 - 1. hate speech, obscene, harassing, threatening, pornographic, abusive or defamatory to an individual or group of individuals on the basis of religious belief, race, gender, age, disability or otherwise;
 - 2. inciting violence, or containing nudity or graphic or gratuitous violence;
 - 3. an unauthorized commercial communication of any kind (including, without limitation, spam);
 - iv. fraudulent, inaccurate or misleading, or is otherwise objectionable content of any kind;
 - 4. infringing or violating someone else's rights or otherwise violates the law;
 - 5. identifying any person without their consent or disclosing anyone else's personal contact details or invading their privacy, or
 - 6. containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the App, or any computer software or hardware or telecommunications equipment.
- E. that any content you post or upload to the App or otherwise make available via the App is owned by you and does not breach the requirements set out in section 4(d)(i)-(viii) above;
- F. to refrain from doing anything which is defamatory, offensive, damaging or which we believe might damage our reputation, or that of the App, a provider of services accessed through the App, or the Publisher;

- G. not to copy the App or any content on the App except where such copying is incidental to the normal non-commercial use of the App, or where it is necessary for the purpose of back-up or operational security;
- H. not to make alterations to, or modifications of, the whole or any part of the App or any content on the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- I. not to infringe our intellectual property or the Publisher's or our other licensors' intellectual property in relation to your use of the App
- J. that you are solely responsible for your interactions with other users and users through the App;
- K. that you will not collect other users' and users' content or information, or otherwise access the App, using automated means (such as harvesting bots, robots, spiders or scraping techniques) or otherwise, without our prior written permission;
that any content you upload or post to the App (with the exception of private messages, which are confidential in nature) will be considered non-confidential and non-proprietary and that such content may be viewable by any users of the App (whether registered or unregistered). You will own your content, but you hereby grant us, our licensee's and any third parties and other users of the App (each as we determine) a perpetual, irrevocable, royalty-free, transferrable, sub-licensable, worldwide license to use, store and copy that content and to distribute it and make it available to third parties via any and all media, including, without limitation, the right for us to upload and make available and to authorize third parties to upload and make available such content on third party sites and services, including social media applications and channels such as Facebook, Twitter, Pinterest, YouTube, Instagram and on the Publisher's own websites;
- L. that you waive any moral rights or equivalent rights in any jurisdiction in relation to any content that you upload or post to the App and that we can use such content without referencing you as the author of such work and that we can adapt and amend such content in our sole discretion;
- M. to compensate and defend us fully against any claims or legal proceedings brought against us by any person as a result of your breach of these Terms;
- N. to keep your password secure at all times and not to disclose your password to any other person;
- O. not to allow any other person to use or access your account; and
- P. to comply with all laws applicable to you.

V. Termination

We may terminate these Terms and close your account at any time without notice if we cease to provide the App.

In addition to our right to remove any content from the App, we reserve the right to suspend, restrict or terminate your access to the App at any time without notice if we have reasonable grounds to believe you have breached any of these Terms. We also

reserve the right to disable your account at our reasonable discretion. Suspension, restriction or termination of your access to the App will not limit our right to take any other action against you that we consider appropriate.

You may close your account and terminate your agreement with us at any time by emailing us at learning@plan4progress.com.

VI. Intellectual Property

You acknowledge that the App, the content provided on the App and all copyrights, patents, trademarks, trade secrets, source code, object code and other intellectual property associated therewith are, and shall remain, the property of us or our licensors. You are not granted any intellectual property rights in or to the App or the content on the App except as expressly set out in these Terms. You are not authorized to use our or the Publisher's logos or trade marks or trade names (whether registered or unregistered) in any manner. You may only use the App for personal, non-commercial purposes.

VII. Licensing

The service and content provided through the App and the App itself are our property or the property of our licensors.

You are strictly only entitled to use the App, and consume content made available through the App, in accordance with these Terms.

The App and any other software made available to you via the App is licensed (not sold) to you, meaning that we or our licensors continue to own all copies of the App and other software when it is installed on your device. We may freely assign these Terms or any part of them, but you may not assign your rights under these Terms, or any part of them, nor may you sub-license your rights under these Terms, to any third party.

These terms do not grant you any rights to use any of our, our licensors' or the Publisher's intellectual property, such as trade marks, domain names, logos or other branded features, which belong to us and our licensors respectively.

VIII. User Generated Content and Moderation; Notice and Takedown

We respect the intellectual property rights of others and expect users of the App to do the same. As part of the functionality of the App we may allow you and other users to upload, transmit, send content, data, ideas, communications and other materials to the App ("User Generated Content"). You represent and warrant that you own or control all rights in and to your User Generated Content and have the right to grant the license granted above to us and our affiliates and our service providers, and each of their and our respective licensees, successors and assigns. We are under no obligation to, and we do not, review such materials for the purposes of determining copyright infringement. Therefore, your reliance on User Generated Content is at your own risk. Because we have no control over User Generated Content, you acknowledge and agree that we are not responsible for the accuracy or availability of User Generated Content, and we neither endorse nor are responsible or liable for any User Generated Content that appears on the App. We shall have the right (but not the obligation) to

delete, remove, monitor, or edit User Generated Content and block links to the App through technological or other means without prior notice.

We also have the right to moderate User Generated Content and user accounts based on the Community Guidelines within the App. We also reserve the right to terminate access to the App if we believe a user is posting infringing material or if a user has breached our Community Guidelines.

If you are a rights holder and you believe that your copyright is being infringed by any material on the App, please contact us via email at learning@plan4progress.com or in writing to Plan 4 Progress at Plan 4 Progress by Carter Ranch Horse, 1764 SR 209, , Clovis, New Mexico, US, 88101:

- your contact details;
- identification of the material to which the complaint relates and which appears on the App, which is reasonably sufficient to permit us to locate the material; and
- proof that you are the rights holder and a statement that you are the rights holder or are an authorized representative.

IX. Personal Data

For information on how we and the Publisher (as Data Controller) use your personal data, please see the associated Privacy Policy.

X. Agreement and Liability Release

BE ADVISED THAT MANY STATES LIMIT THE LIABILITY OF EQUINE PROFESSIONALS FOR HORSE RELATED INDUSTRIES.

WARNING: Under the Equine Activity Liability Act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities.

Complete Equine Activity Laws for your state can be found here (<https://goetzinsurors.com/equine-activity-laws>)

WARNING: UNDER NEW MEXICO LAW (STATUTES 42-13), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

WARNING: Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

WARNING: Under Arkansas law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risk of equine activities.

WARNING: Under Colorado Law, a llama professional is not liable for an injury to or the death of a participant in llama activities resulting from the inherent risks of llama activities, pursuant to section 13-21-119, Colorado Revised Statutes.

WARNING: Under Delaware law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to 10 Delaware Code § 8140.

WARNING: Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

WARNING: Under Georgia law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

WARNING: UNDER IOWA LAW, A DOMESTICATED ANIMAL PROFESSIONAL IS NOT LIABLE FOR DAMAGES SUFFERED BY, AN INJURY TO, OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF DOMESTICATED ANIMAL ACTIVITIES, PURSUANT TO IOWA CODE CHAPTER 673. YOU ARE ASSUMING INHERENT RISKS OF PARTICIPATING IN THIS DOMESTICATED ANIMAL ACTIVITY.

WARNING: Under Kansas law, there is no liability for an injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities, pursuant to sections 1 through 4. You are assuming the risk of participating in this domestic animal activity.

WARNING: Under Kentucky law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities.

WARNING: Under Louisiana law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to R.S. 9:2795.1.

WARNING: Under Massachusetts law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 2D of chapter 128 of the General Laws.

WARNING: Under the Michigan equine activity liability act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

WARNING: Under Mississippi law, an equine activity or equine sponsor is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this act.

WARNING: Under Missouri law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities pursuant to the Revised Statutes of Missouri.

WARNING: Under Nebraska Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this act.

WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury or to the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99e of the North Carolina General Statutes.

WARNING: UNDER NEW JERSEY LAW, AN EQUESTRIAN AREA OPERATOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ANIMAL ACTIVITIES, PURSUANT TO P.L., CHAPTER 287

WARNING: UNDER NEW YORK LAW, AN EQUINE PROFESSIONAL OR EQUINE ACTIVITY SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO SECTION 18304 OF THE GENERAL OBLIGATIONS LAW.

WARNING: Under Rhode Island Law, an equine professional, unless he or she can be shown to have failed to be in the exercise of due care, is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities, pursuant to this chapter.

WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

WARNING: Under South Dakota law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to §42-11-2.

WARNING: Under Tennessee Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.

WARNING: Under Vermont Law, an equine activity sponsor is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities that are obvious and necessary, pursuant to 12 V.S.A. § 1039.

You understand and agree to accept:

- A. ACTIVITIES INVOLVING HORSES CAN BE A DANGEROUS ACTIVITY WHICH PRODUCES A FORESEEABLE RISK OF MORTAL OR SERIOUS PERSONAL INJURY AND/OR PROPERTY LOSS TO THE PARTICIPANT IN SUCH ACTIVITY AS WELL AS TO THE PERSON OR PROPERTY OF OTHERS.
- B. YOU ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED.
- C. YOU ASSUME ANY AND ALL RISKS OF PERSONAL INJURY, DAMAGE, OR DEATH TO YOURSELF OR YOUR HORSE OR YOUR PROPERTY, OR OTHERS.
- D. YOU AGREE THAT THIS AGREEMENT BINDS YOU, YOUR LEGAL REPRESENTATIVES, DISTRIBUTEES, GUARDIANS, ASSIGNS, HEIRS, AND

NEXT OF KIN AND THAT IT MAY BE PLEADED IN BAR TO ANY LEGAL ACTION COMMENCED IN ANY COURT CONTRARY TO THE TERMS HEREOF.

- E. AGREEING TO THESE TERMS AND CONDITIONS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN YOURSELF AND CARTER RANCH HORSE LLC , THE SPONSOR, AND/OR ANY OF THEIR AGENTS, EMPLOYEES OR AFFILIATED ORGANIZATIONS AND IS COMPLETED OF YOUR OWN FREE WILL
- F. We are not responsible for:
1. losses, damage, costs or expenses not caused by our breach of these terms;
 2. the actions or omissions of any Publisher or our licensors introduced to you through the App
 3. the actions or omissions of other users of the App;
 4. any indirect or consequential loss or damage which means a loss suffered by you which is a side effect of the main loss or damage and where we could not have anticipated that type of loss arising when you agreed to these terms; or
 5. any harm, loss or damage suffered by you or anyone else if the App is interrupted, suspended or otherwise not provided to you or if we do not comply with these terms because of events beyond our control (for example, industrial disputes, technical difficulties, failure of or delays in communications networks, acts of terrorism or power failure).

For any loss or damage suffered by you or anyone else that may arise from use of the App and which is not otherwise excluded under this section 11, to the extent permitted by law our liability is limited to \$100.

XI. Disclaimer and Technical Limitations

We do not endorse or take any responsibility for statements, advertisements or any content whatsoever transmitted through, or linked to from or via, the App by other users or third party service providers. We are not responsible for any transaction you may enter into with a third party via the App and it is up to you to decide whether or not to.

The App and the service provided through it is provided without express or implied warranty or condition of any kind, on an "as-is" basis, subject to applicable law. You agree that you must evaluate, and that you bear all risks associated with, the use of the App, including without limitation, any reliance on the accuracy, completeness or usefulness of any materials available through the App.

We have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, or loss of life.

You acknowledge and accept that your access to the App is dependent on connectivity over communications networks and facilities that are outside of our operation and/or control and that your use of the App may be subject to limitations, delays and other problems inherent in the use of such networks and facilities.

We disclaim all warranties with respect to the App including, but not limited to, the warranties of non-infringement and title. We give no warranty that your use of the App will be uninterrupted or error free, that the information obtained from the App will be accurate, complete, current, or reliable, that the quality of the App will be satisfactory to

you, or that errors or defects will be corrected. You acknowledge and accept that we are not responsible for any loss or damage of any kind that you may suffer as a result of any interruption or delay to your access to the App, or as a result of any failure or error in the transfer of data over those networks and facilities in connection with your use of the App.

XII. Third party sites or services

The App may include and link to features, websites and services (such as the Publisher's own website and social applications like Twitter, Facebook, Pinterest, YouTube and Instagram) that are provided by a third party. We do not control such third party sites or services and are not responsible for the content of such sites or services. Our inclusion of links does not imply any endorsement or association with their operators. The terms applicable to use of that third party service will apply and we will not be responsible for anything that is done or not done by you or the third party service provider in connection with your use of their service. We recommend that you check the applicable third party service's terms and conditions of use and sale before using such third party service or purchasing any products or services.

XIII. Contacting Us

To contact the Publisher, please write to:

Plan 4 Progress

1764 SR 209

Tel: (254) 723-4983

Email: learning@plan4progress.com

XIV. Disputes

Unless otherwise required by applicable law, any disputes in connection with these Terms will be governed by and interpreted in accordance with the laws of the United States of America and the courts of Curry County in New Mexico will have exclusive jurisdiction to hear any claims made in relation to these Terms.

XV. Other Important Legal Terms

You may not transfer your rights or obligations under these Terms to anyone else.

If you breach these Terms and we take no action against you, or if we delay in doing so, that will not mean that we have waived our rights against you and we will still be entitled to enforce our rights and remedies against you in relation to that breach and to use our rights and remedies in any other situation where you breach these Terms.

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the remainder of the Terms will continue to govern each of our respective obligations.

These Terms are not intended to give rights to anyone except you and us.

Except as otherwise expressly stated, these Terms and our Privacy Policy contain the entire agreement between us, the Publisher and you relating to use of the App and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us, the Publisher and you relating to use of the App.