

# Digital Product Policy

**Last Updated:** March 20<sup>th</sup>, 2025

This Digital Product Policy (the "Policy") governs the purchase, access, and use of digital products, including equestrian training courses and online coaching services (the "Digital Products") offered through Equilibrado Equestrian (the "Site"), based in Alberta, Canada. By purchasing and using our Digital Products, you agree to comply with the terms of this Policy.

## 1. Purchasing Digital Products

When you purchase any digital product from our website, you are purchasing a non-transferable, non-exclusive license to access and use the product for personal or educational purposes only, as outlined in the course or service description.

- All payments are processed in [CAD] (Canadian Dollars).
- Prices for Digital Products are listed on the Site and are subject to change without notice.
- You must provide accurate and complete information during the purchase process, including your payment details.

## 2. Access and Use of Digital Products

Upon successful payment, you will receive access to the purchased Digital Products. The delivery method may vary based on the type of product (e.g., immediate access to online courses or scheduled online coaching sessions).

- **Course Access:** You will be granted access to the equestrian training course materials through your account. Access may be limited based on the course format (e.g., self-paced or scheduled with specific deadlines).
- **Coaching Access:** For online coaching services, we will schedule sessions according to mutual availability. Coaching sessions will be conducted via an online lesson platform, such as through Pivo. Please ensure you have access to the required software for the session.

You agree to use the Digital Products in accordance with their intended purpose and to refrain from sharing, distributing, or reproducing any content provided to you without express permission.

## 3. Refund Policy

We offer a **30 refund period** on most of our digital products under the following conditions:

- You must request a refund within 30 days from the date of purchase.
- Refunds will only be processed for courses or services that have not been accessed.
- Refunds will not be issued for services rendered (including coaching sessions already scheduled or completed).

- Coaching services are non-refundable after a session has been booked, and may not be rescheduled with less than 24 hours' notice.

To request a refund, please contact us at [equilibradoequestrian@gmail.com](mailto:equilibradoequestrian@gmail.com). Refunds will be processed to the original payment method.

#### **4. Intellectual Property and Copyright**

All digital content provided, including but not limited to course videos, training materials, worksheets, and coaching materials, are the intellectual property of Equibrado Equestrian and Amberley Marsden, and are protected by copyright and intellectual property laws.

- You may not reproduce, distribute, modify, or sell any of the content for commercial purposes without prior written consent from Equibrado Equestrian.
- Unauthorized use of the Digital Products, including but not limited to unauthorized sharing or distribution of course materials, may result in the termination of your access and legal action.

#### **5. Account Access and Security**

To access certain Digital Products, you may be required to create an account on the Site. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.

- If you believe your account has been compromised, please notify us immediately at [equilibradoequestrian@gmail.com](mailto:equilibradoequestrian@gmail.com).
- We reserve the right to suspend or terminate your account if we detect fraudulent or unlawful activity.

#### **6. Changes to Digital Products**

We reserve the right to modify, update, or discontinue any Digital Products at our discretion. Any significant changes to the content or structure of a course will be communicated to you via the email provided during registration. If a product you have purchased is discontinued, we will make reasonable efforts to provide you with alternatives or refunds as applicable.

#### **7. No Warranty**

We make no representations or warranties regarding the accuracy, completeness, or suitability of our Digital Products for your specific needs. Our Digital Products are provided "as is," without any warranty of any kind, either express or implied.

#### **8. Limitation of Liability**

In no event shall Equibrado Equestrian or Amberley Marsden be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of the

Digital Products, including any loss of data, business interruptions, or personal injury, whether caused by negligence or otherwise.

## **9. Privacy Policy**

We value your privacy and are committed to protecting your personal information. Please review our Privacy Policy to understand how we collect, use, and protect your data.

## **10. Governing Law**

This Policy shall be governed by and construed in accordance with the laws of Alberta, Canada. Any disputes arising out of or in connection with this Policy will be subject to the exclusive jurisdiction of the courts of Alberta.

## **11. Dispute Resolution**

In the event of any dispute, controversy, or claim arising out of or relating to this Policy or the Digital Products, both parties agree to first attempt to resolve the issue through informal negotiations or mediation. If such efforts fail, the dispute may be resolved through arbitration in Alberta, Canada, in accordance with applicable laws.

## **12. Contact Us**

If you have any questions or concerns regarding this Digital Product Policy, please contact us:

- Email: [equilibradoequestrian@gmail.com](mailto:equilibradoequestrian@gmail.com)
- Phone: 587-288-1373
- Website: [www.equilibradoequestrian.com](http://www.equilibradoequestrian.com)