

PARE MY MARE™

TERMS OF USE AND END USER AGREEMENT

Operator: JAAW Equine LLC ("JAAW Equine," "Company," "we," "us," or "our"), a Utah limited liability company.

Service: The Pare My Mare web and mobile application, website, APIs, reports, match results, and all related features (collectively, the "Service").

Effective Date: September 24, 2026 | **Version:** 1.0 | **Last Updated:** September 24, 2026

1. Acceptance of These Terms

1.1 These Terms of Use (these "**Terms**") form a binding legal agreement between you and JAAW Equine LLC and govern your access to and use of the Service. The Pare My Mare Privacy Statement is incorporated into these Terms by reference.

1.2 **Acceptance at registration and at log-in.** You accept these Terms by checking the acceptance box and selecting "Create Account," "Log In," "I Agree," or a similar control presented to you at registration and at each log-in following a material revision to these Terms. That act is your electronic signature and has the same legal effect as a handwritten signature under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.) and the Utah Uniform Electronic Transactions Act (Utah Code § 46-4-101 et seq.).

1.3 You also accept these Terms by accessing or using any part of the Service, whether or not you have registered an account.

1.4 IF YOU DO NOT AGREE TO THESE TERMS — IN PARTICULAR THE DISCLAIMERS IN SECTIONS 5 THROUGH 8, THE LIMITATION OF LIABILITY IN SECTION 17, THE RELEASE IN SECTION 18, THE INDEMNITY IN SECTION 19, AND THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN SECTION 22 — YOU MUST NOT REGISTER FOR, LOG IN TO, OR USE THE SERVICE.

1.5 **Records.** We retain a record of each acceptance, including the account identifier, the date and time, the version of these Terms accepted, and the originating IP address. That record is admissible evidence of your agreement.

2. Definitions

- "**Breeding Decision**" means any decision to breed, not to breed, or how, when, with what, or with whom to breed any equine, including selection of a stallion, mare, recipient mare, semen product, timing, or breeding method.
- "**Licensed Data**" means pedigree, registration, sport-result, inspection, linear-score, breeding-value, index, genetic, health, availability, pricing, and related information that we obtain from commercial data providers, studbooks, breed registries, sport federations, laboratories, stallion owners, agents, distributors, and other third parties.

- **"Output"** means any match, ranking, score, index, compatibility rating, projection, report, chart, list, suggestion, or recommendation generated by the Service.
- **"Supplier"** means any stallion owner, stallion station, breeding farm, agent, broker, semen collection or freezing facility, distributor, shipper, or other third party identified through, listed on, or contacted by means of the Service.
- **"User Content"** means information you submit to the Service, including mare records, pedigrees, photographs, video, veterinary and reproductive history, breeding history, test results, goals, preferences, and notes.
- **"You"** means the individual accepting these Terms and, if you accept on behalf of a farm, business, or other entity, that entity, for which you represent you have authority to contract.

3. Eligibility, Accounts, and Security

3.1 You must be at least 18 years old and capable of forming a binding contract. The Service is not directed to children and we do not knowingly permit users under 18 to register.

3.2 You must provide accurate registration information and keep it current. One person or entity per account; accounts may not be shared, resold, or transferred without our written consent.

3.3 You are responsible for safeguarding your credentials and for all activity under your account, whether or not authorized by you. Notify us immediately at **[INSERT SECURITY EMAIL]** of any suspected compromise.

3.4 We may refuse registration, and may suspend or terminate any account, at our discretion, including where we believe these Terms have been violated or where continued access would breach an agreement with a data licensor.

4. What the Service Is — and What It Is Not

4.1 The Service is an **informational and research tool**. It aggregates commercially available and user-supplied data about dressage stallions and mares, applies analytical methods to that data, and presents Output intended to assist you in your own research and planning.

4.2 The Service may also identify Suppliers who advertise availability of semen or breeding services for stallions of interest, and may facilitate an introduction or inquiry between you and a Supplier.

4.3 The Service is expressly not:

- (a) a studbook, breed registry, sport federation, or any official or authoritative record of any horse;
- (b) a veterinary practice, and no part of the Service constitutes veterinary medical advice, diagnosis, prognosis, or treatment;
- (c) a genetic counseling, genetic testing, or laboratory service;
- (d) a broker, dealer, agent, auctioneer, escrow agent, or party to any breeding, purchase, lease, syndication, or semen transaction;
- (e) an appraiser or valuation service for any horse, embryo, semen, or breeding right;
- (f) an insurance producer, financial advisor, tax advisor, or legal advisor; or
- (g) a guarantor, warrantor, or underwriter of any horse, Supplier, transaction, or breeding outcome.

4.4 We may add, change, amend, suspend, or discontinue any feature, data set, or portion of the Service at any time, with or without notice. Data sets available today may be reduced or withdrawn if a licensor changes or terminates our license.

5. Data Accuracy — No Warranty of Completeness or Correctness

5.1 **We do not create the underlying data.** Licensed Data is compiled by third parties. We do not represent or warrant the accuracy of any Licensed Data. User Content is supplied by other users. JAAW Equine does not author, verify, audit, correct, or independently confirm the accuracy, completeness, currency, provenance, or fitness of any of it.

5.2 You specifically acknowledge that:

- (a) records may be incomplete, outdated, duplicated, mis-keyed, mis-translated, or attributed to the wrong horse;
- (b) pedigrees may contain undetected errors of parentage, including errors that DNA parentage verification would reveal, and errors may propagate through many generations and many descendants;
- (c) registration names, stable names, life numbers, UELN, microchip, and passport identifiers are frequently reused, transliterated, or changed, and matching by name is inherently unreliable;
- (d) breeding values, indices, heritability estimates, compatibility scores, and similar figures are **statistical estimates** produced from incomplete populations, carry standard error, are not comparable across studbooks or across time, and change as underlying data changes;
- (e) sport results, inspection scores, and approval or licensing status may be delayed, provisional, amended, annulled, or absent entirely;
- (f) genetic and health information, including carrier status for heritable conditions, may be missing, unreported, outdated, withdrawn, incorrectly reported, or superseded by newer testing;
- (g) semen availability, collection and freezing status, inventory, dose counts, shipping windows, import/export eligibility, stud fees, booking fees, and contract terms change without notice and may be inaccurate, stale, or superseded at the moment you view them; and
- (h) a licensor may suspend, restrict, alter, correct, or withdraw data at any time, and we may be contractually required to remove it from the Service.

5.3 ALL DATA AND OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." JAAW EQUINE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND THAT ANY RECORD, PEDIGREE, SCORE, INDEX, PRICE, AVAILABILITY, HEALTH OR GENETIC DATUM, OR OTHER INFORMATION DISPLAYED BY THE SERVICE IS ACCURATE, COMPLETE, CURRENT, AUTHENTIC, OR FREE FROM ERROR OR OMISSION. YOU ASSUME THE ENTIRE RISK OF RELIANCE ON IT.

5.4 **Independent verification is your responsibility.** Before acting, you are solely responsible for verifying all material facts directly with the relevant studbook, registry, federation, laboratory, veterinarian, and Supplier. Nothing in the Service relieves you of that obligation.

5.5 If you believe a record is inaccurate, you may report it to [\[INSERT DATA CORRECTION EMAIL\]](#). We will pass credible reports to the relevant source where we are able, but we have no obligation to investigate, correct, or remove third-party data and in many cases have no right to alter it.

6. Output Is Informational Only — No Professional Advice

6.1 Output is generated by automated methods, including statistical models, heuristics, filters, weightings, and machine-learning techniques, applied to the imperfect data described in Section 5. Output reflects modeling assumptions chosen by us; those assumptions are simplifications, may be wrong for your mare, and may change without notice. Two users, or the same user on two dates, may receive different Output for the same mare.

6.2 A high compatibility score, ranking, or match does not mean a cross is advisable, permissible, safe, or likely to succeed. A low score or the absence of a match does not mean a cross is inadvisable.

6.3 The Service does **not** evaluate, and cannot evaluate, the health, fertility, reproductive soundness, breeding condition, conformation, soundness, temperament, age-appropriateness, insurance status, ownership, or legal availability of any mare or stallion, or the suitability of any horse for breeding at all.

6.4 OUTPUT IS NOT VETERINARY ADVICE AND IS NOT A SUBSTITUTE FOR THE INDEPENDENT PROFESSIONAL JUDGMENT OF A LICENSED VETERINARIAN, EQUINE REPRODUCTIVE SPECIALIST, GENETICIST, THERIOGENOLOGIST, BREEDING ADVISOR, OR TRAINER WHO HAS EXAMINED THE ACTUAL ANIMALS. ALWAYS CONSULT QUALIFIED PROFESSIONALS BEFORE MAKING ANY BREEDING DECISION.

6.5 **You are the decision-maker.** Every Breeding Decision is yours alone. You are solely responsible for selecting the mare, the stallion, the semen product, the timing, the breeding method, the recipient mare, the facilities, and the professionals involved, and for all consequences of those choices.

7. No Responsibility for Breeding Outcomes

7.1 **Breeding horses is biologically uncertain.** Conception, gestation, foaling, and the qualities of a resulting foal depend on countless factors beyond pedigree data and beyond anyone's control or prediction. No tool, including this one, can predict the outcome of a mating. We make no representations or warranties regarding the outcome of any mating.

7.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JAAW EQUINE AND PARE MY MARE SHALL HAVE NO LIABILITY WHATSOEVER ARISING OUT OF OR RELATING TO ANY BREEDING, ATTEMPTED BREEDING, OR DECISION NOT TO BREED THAT IS INFORMED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE SERVICE, ITS DATA, OR ITS OUTPUT.

7.3 Without limiting Section 7.2, we are not responsible for:

- failure to conceive, failure to settle, repeat cycles, early embryonic death, resorption, abortion, twinning, stillbirth, dystocia, retained placenta, laminitis, colic, infection, injury, illness, or death of any mare, stallion, recipient mare, embryo, fetus, or foal;
- injury, illness, or death of any person handling any horse in connection with a Breeding Decision;
- transmission of any disease or condition, including but not limited to equine viral arteritis, contagious equine metritis, equine infectious anemia, or any venereal or bloodborne pathogen;
- genetic, hereditary, congenital, or developmental defects, carrier status, or disorders in any foal — including but not limited to Warmblood Fragile Foal Syndrome (WFFS), fragile foal syndrome carriers, PSSM, and any other heritable condition — whether or not the Service displayed, omitted, or misreported testing or carrier information;

- conformation, size, color, markings, gaits, movement quality, rideability, trainability, temperament, soundness, durability, athletic ability, competitive success, or any other quality of a foal that does not meet your expectations or the Output's indications;
- failure of a foal or of any horse to be accepted, registered, branded, inspected, premium-awarded, approved, licensed, or performance-tested by any studbook, registry, federation, or association;
- any discrepancy between a foal's actual pedigree, parentage, genetic profile, breeding values, or market value and those indicated, predicted, or implied by the Service;
- loss of a breeding season or breeding year; loss or waste of stud fees, booking fees, collection fees, freezing or storage fees, shipping and courier costs, customs or import fees, board, farrier, veterinary, ultrasound, hormone, embryo transfer, recipient mare, or foaling costs; or
- lost profits, lost resale or commercial value, lost sponsorship or prize money, lost opportunity, business interruption, or reputational harm.

7.4 This Section 7 applies regardless of the legal theory asserted (contract, warranty, negligence, strict liability, misrepresentation, or otherwise) and regardless of whether we were advised of the possibility of the loss.

8. Supplier Listings, Matches, and Third-Party Transactions

8.1 Where the Service identifies a Supplier of semen or breeding services for a stallion, it does so as a **directory and introduction function only**. Listings are supplied by the Supplier or by a data licensor and are not endorsements.

8.2 **We are not a party to your transaction.** Any booking, breeding contract, purchase order, semen sale, lease, syndication share, shipping arrangement, or payment between you and a Supplier is solely between you and that Supplier. We do not broker, guarantee, insure, escrow, warrant, or stand behind any of it.

8.3 We do not verify and make no representation regarding:

- a Supplier's identity, legal existence, ownership or authority to sell breedings in any stallion, licensing, insurance, or good standing;
- inventory, dose counts, or actual availability of fresh, cooled, or frozen semen;
- semen quality, motility, morphology, concentration, post-thaw viability, handling, collection, extension, packaging, freezing, storage, or thawing protocols;
- health or disease-testing status of any stallion or semen;
- compliance with import, export, quarantine, customs, or biosecurity requirements in any country;
- the truth of any advertised stud fee, live foal guarantee, rebreed right, registration eligibility, or contract term; or
- a Supplier's willingness or ability to perform, deliver, refund, or honor any guarantee.

8.4 **Read the breeding contract.** You are solely responsible for reviewing, negotiating, and understanding every Supplier contract, including live foal guarantee terms, rebreed conditions, deadlines, shipping terms, and refund policies, before you pay anything.

8.5 **Disputes with Suppliers.** Any dispute, claim, loss, or damage arising out of or relating to a Supplier or a transaction with a Supplier is between you and the Supplier. You release the Company Parties (as defined

below) from all such claims as provided in Section 18. We have no obligation to mediate, intervene, refund, or provide information, although we may do so voluntarily without assuming any duty.

8.6 If we are compensated by a Supplier for a listing, placement, referral, or completed booking, we will disclose the existence of such compensation in the Service. Compensation does not alter the disclaimers in these Terms and is not an endorsement.

9. Subscriptions, Fees, Billing, and Refunds

9.1 **Plans.** Certain features require a paid subscription or one-time purchase. The plan, price, billing period, included features, and any usage limits are those disclosed at the point of purchase, which are incorporated into these Terms.

9.2 **Payment processing.** Payments are processed by a third-party payment processor. We do not collect or store your full card number. Your use of the processor is subject to the processor's own terms and privacy policy. You authorize us and our processor to charge your payment method for all amounts due, including applicable taxes.

9.3 **Automatic renewal.** Unless you cancel before the end of the then-current billing period, your subscription renews automatically for successive periods of the same length at the then-current price, and your payment method will be charged. We will give notice of price changes before they take effect, and a price change applies only from the next renewal.

9.4 **Cancellation.** You may cancel at any time through your account settings or by contacting **[INSERT BILLING EMAIL]**. Cancellation stops future renewals; access continues to the end of the paid period.

9.5 **Refunds.** Except where a non-waivable law requires otherwise, fees are non-refundable and there are no refunds or credits for partial periods, unused features, or dissatisfaction with Output. We may issue a refund at our discretion; doing so once does not obligate us to do so again.

9.6 **Trials and promotions.** Free or discounted trials convert to paid subscriptions at the standard rate at the end of the trial unless cancelled first. Promotional terms may impose additional conditions.

9.7 **Failed payment; taxes.** We may suspend or downgrade access if a charge fails. You are responsible for all taxes other than taxes on our net income, and for any currency conversion or cross-border fees imposed by your bank.

9.8 **Chargebacks.** Initiating a chargeback without first contacting us to resolve the issue is a breach of these Terms and may result in suspension of your account and recovery of the disputed amount and associated fees.

10. Your Content

10.1 You retain ownership of your User Content. You represent and warrant that you own it or have all rights necessary to submit it, that it is accurate to the best of your knowledge, and that it does not infringe or violate the rights of any person.

10.2 **License to us.** You grant JAAW Equine a worldwide, non-exclusive, royalty-free, sublicensable, transferable license to host, store, reproduce, adapt, process, analyze, display, and transmit your User Content for the purposes of operating, securing, supporting, and improving the Service, including creating de-identified and aggregated data sets and training or refining analytical models. This license survives

termination with respect to de-identified and aggregated data and to copies retained in backups or as required by law.

10.3 Accuracy of your own data. Output depends on what you enter. Incomplete, inaccurate, or stale User Content will produce unreliable Output, and we are not responsible for that.

10.4 We may remove or refuse User Content at our discretion, including content we consider unlawful, infringing, defamatory, or harmful, but we have no obligation to monitor and do not adopt or endorse User Content.

11. Acceptable Use

You agree that you will not, and will not permit any other person to:

- scrape, crawl, harvest, bulk-download, index, mirror, or systematically extract data from the Service by any automated or manual means, except through an API we expressly authorize in writing;
- resell, sublicense, republish, redistribute, or make the Licensed Data or Output available to any third party, or use it to build, train, or enrich a competing product, database, or model;
- reverse engineer, decompile, or attempt to derive the algorithms, weightings, or source code of the Service;
- circumvent usage limits, paywalls, rate limits, or access controls, or share credentials;
- upload malicious code, interfere with or overload the Service, or probe or test its security without written authorization;
- submit false, misleading, defamatory, or unlawfully obtained information about any horse, person, or business, or impersonate any person or entity;
- use the Service to harass, defraud, or unlawfully discriminate, or to send unsolicited commercial messages to other users or Suppliers;
- use the Service in violation of any applicable law, studbook or federation rule, export control, or sanctions regime; or
- remove, obscure, or alter any proprietary notice, attribution, or watermark.

We may investigate suspected violations and may suspend access, remove content, and report conduct to law enforcement or to affected data licensors.

12. Intellectual Property

12.1 The Service, including its software, interface, design, text, graphics, compilations, models, scoring methodologies, and the Pare My Mare name and marks, is owned by JAAW Equine or its licensors and is protected by intellectual property law. All rights not expressly granted are reserved.

12.2 Limited license to you. Subject to these Terms and your payment of applicable fees, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service and to view, download, and print Output **for your own internal, personal or business breeding-planning purposes only**.

12.3 Licensed Data restrictions. Licensed Data remains the property of its owners and is subject to their terms. Our licensors are intended third-party beneficiaries of Sections 11 and 12 and may enforce them directly.

12.4 Feedback. If you send us suggestions or feedback, you grant us an unrestricted, perpetual, royalty-free right to use it without obligation or attribution.

12.5 Copyright complaints. Send notices under the Digital Millennium Copyright Act to our designated agent at support@paimymare.com. We will respond to valid notices and may terminate repeat infringers.

13. Third-Party Services, Links, and Content

The Service may link to or interoperate with third-party websites, registries, payment processors, laboratories, shipping providers, mapping services, and other services. We do not control them, do not endorse them, and are not responsible for their content, availability, accuracy, security, pricing, or practices. Your dealings with them are solely between you and them and are governed by their terms.

14. Assumption of Inherent Equine Risk

14.1 You acknowledge that equine activities — including breeding, handling, collection, transport, examination, and foaling — carry **inherent risks** that cannot be eliminated, including the propensity of an equine to behave in ways that may result in injury, harm, or death to persons or to other animals, and including the unpredictability of an equine's reaction to sound, sudden movement, unfamiliar objects, persons, or other animals.

14.2 Consistent with Utah Code § 78B-4-201 et seq. (Limitations on Liability for Equine and Livestock Activities) and comparable equine activity statutes in other states, you voluntarily assume those inherent risks as to any activity you undertake in connection with a Breeding Decision, and you agree that JAAW Equine — which does not own, keep, handle, house, transport, examine, or breed any horse — has no duty or liability with respect to them.

14.3 WARNING: UNDER UTAH 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.

15. Availability of the Service

We do not warrant uninterrupted or error-free operation. The Service may be unavailable for maintenance, updates, outages, third-party failures, or events beyond our control. We are not liable for any loss arising from unavailability, delay, data loss, or loss of a time-sensitive breeding window. Maintain your own records of your User Content; we are not a records-retention service.

16. Disclaimer of Warranties

16.1 THE SERVICE, ALL DATA, AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JAAW EQUINE AND ITS OWNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS, AND DATA LICENSORS (TOGETHER, THE "COMPANY PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE.

16.2 WITHOUT LIMITING THE FOREGOING, THE COMPANY PARTIES DO NOT WARRANT THAT THE SERVICE OR ANY DATA OR OUTPUT WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, SECURE, UNINTERRUPTED, OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY BREEDING WILL RESULT IN CONCEPTION, A LIVE FOAL, A HEALTHY FOAL, A REGISTRABLE FOAL, OR A FOAL WITH ANY PARTICULAR QUALITY; OR THAT ANY SUPPLIER WILL PERFORM.

16.3 No advice or information, whether oral or written, obtained from us or through the Service creates any warranty not expressly stated here. Some jurisdictions do not allow the exclusion of certain warranties, so parts of this Section may not apply to you; in that case the exclusions apply to the fullest extent permitted.

17. Limitation of Liability

17.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, DATA, BREEDING SEASON, STUD FEE, FOAL, EMBRYO, ANIMAL, OR ANTICIPATED SAVINGS, OR FOR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU ACTUALLY PAID TO JAAW EQUINE FOR THE SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (US\$100).

17.3 These limitations are an essential basis of the bargain and apply even if a limited remedy fails of its essential purpose. The fees charged for the Service reflect this allocation of risk; without it, the Service could not be offered at its current price or at all.

17.4 Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including liability for fraud, fraudulent misrepresentation, death or personal injury caused by our own negligence where such exclusion is prohibited, or, for consumers in the EU/UK and certain other jurisdictions, statutory rights that cannot be waived. Some jurisdictions do not allow certain exclusions or limitations, so parts of Sections 16 and 17 may not apply to you.

18. Release

18.1 To the maximum extent permitted by law, you **release, waive, and forever discharge** the Company Parties from any and all claims, demands, damages, losses, liabilities, costs, and expenses of every kind, known or unknown, arising out of or relating to (a) any Breeding Decision or its outcome; (b) any inaccuracy, incompleteness, or absence of data or Output; (c) any dispute or transaction with a Supplier, another user, a registry, a federation, a laboratory, a veterinarian, a shipper, or any other third party; and (d) the conduct of any such third party.

18.2 **Unknown claims.** If you are a resident of California, you expressly waive California Civil Code § 1542, which reads: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

would have materially affected his or her settlement with the debtor or released party." You waive any similar provision of any other jurisdiction.

19. Indemnification

You will defend, indemnify, and hold harmless the Company Parties from and against any claim, demand, action, proceeding, loss, liability, damage, judgment, settlement, fine, penalty, cost, and expense (including reasonable attorneys' fees and expert costs) arising out of or relating to: (a) your use of the Service; (b) your User Content; (c) any Breeding Decision you make or any breeding, transaction, or dispute involving you; (d) your breach of these Terms or of any representation or warranty you make; (e) your violation of any law or of the rights of any third party, including any data licensor; or (f) any claim brought by a third party (including a Supplier, buyer, co-owner, lessee, insurer, registry, or veterinarian) relating to a horse, semen, embryo, or foal connected to your use of the Service. We may assume exclusive defense and control of any matter subject to indemnification at your expense, and you will cooperate; you may not settle any matter in a way that imposes obligation or admission on a Company Party without our written consent.

20. Term, Suspension, and Termination

20.1 These Terms apply from your first use until terminated. You may terminate by closing your account. We may suspend or terminate your access at any time, with or without cause and with or without notice, including for breach, non-payment, risk to the Service or other users, or loss of a data license.

20.2 On termination, your license to use the Service ends and we may delete your account and User Content, subject to our Privacy Statement, our backup cycles, and any legal retention obligation. Export anything you wish to keep before terminating.

20.3 **Survival.** Sections 5 through 8 and 10 through 24, and any accrued payment obligation, survive termination.

21. Changes to These Terms

21.1 We may revise these Terms. The "Last Updated" date will change and, for material revisions, we will provide reasonable advance notice by email, in-product notice, or by requiring renewed acceptance at log-in.

21.2 Continued use after the effective date of a revision, or acceptance at log-in, constitutes acceptance of the revised Terms. If you do not agree, you must stop using the Service and may cancel; where a material change materially and adversely affects a paid subscription you have already purchased, you may cancel and request a pro-rata refund of the unused prepaid portion of that term.

21.3 Changes to the arbitration provisions in Section 22 do not apply to disputes of which we had notice on the date of the change.

22. Dispute Resolution — Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL, AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.

22.1 Informal resolution first. Before commencing arbitration, you agree to send written notice of the dispute to support@paimymare.com describing the claim and the relief sought, and to negotiate in good faith for at least sixty (60) days. This step is a condition precedent to arbitration.

22.2 Binding arbitration. Any dispute, claim, or controversy arising out of or relating to these Terms or the Service that is not resolved informally shall be resolved by final and binding individual arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules (or, for business users, its Commercial Arbitration Rules) then in effect. The arbitration shall be seated in Salt Lake City, Utah, before one arbitrator, and may be conducted by documents, telephone, or videoconference where the rules permit. The Federal Arbitration Act governs the interpretation and enforcement of this Section.

22.3 Class action and jury waiver. ALL CLAIMS MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY ONLY. YOU AND JAAW EQUINE WAIVE ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. The arbitrator may not consolidate claims or preside over any form of representative proceeding. If this paragraph is found unenforceable as to a particular claim or remedy, that claim or remedy shall be severed and litigated in the courts identified in Section 23, and the remainder shall be arbitrated.

22.4 Exceptions. Either party may (a) bring an individual action in small claims court, and (b) seek injunctive or other equitable relief in court to protect intellectual property, confidential information, or data license rights, without first complying with Sections 22.1–22.2.

22.5 Opt-out. You may opt out of this arbitration agreement by sending written notice to support@paimymare.com within thirty (30) days of first accepting these Terms, stating your name, account email, and an unambiguous statement that you opt out of arbitration. Opting out does not affect any other provision.

22.6 Costs. Arbitration fees are allocated under the applicable AAA rules. Each party bears its own attorneys' fees unless a statute or the arbitrator's award provides otherwise.

22.7 Limitations period. To the extent permitted by law, any claim arising out of or relating to these Terms or the Service must be filed within **one (1) year** after the claim arose, or it is permanently barred.

22.8 Consumers outside the United States. If you are a consumer resident in the European Union, the United Kingdom, or another jurisdiction whose law grants you a non-waivable right to bring proceedings in your local courts or to the benefit of mandatory local consumer protections, nothing in this Section or in Section 23 deprives you of that right, and those mandatory protections prevail over any conflicting provision of these Terms. EU consumers may also access the European Commission's online dispute resolution platform.

23. Governing Law and Venue

23.1 These Terms and any dispute arising out of or relating to them or the Service are governed by the laws of the **State of Utah**, without regard to its conflict-of-laws rules, and by the Federal Arbitration Act as to Section 22. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

23.2 For any matter not subject to arbitration, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake County, Utah, and waive any objection to that forum, subject to Section 22.8.

24. International Users, Export, and Sanctions

24.1 The Service is operated from the United States. If you access it from elsewhere, you do so on your own initiative and are responsible for compliance with local law, including animal health, breeding, import/export, customs, and data protection requirements.

24.2 You represent that you are not located in, and are not a national of or controlled by a party located in, a country subject to a U.S. embargo, and that you are not on any U.S. government restricted-party list. You will not export or re-export the Service or any data from it in violation of export control or sanctions laws.

24.3 Semen, embryos, and live animals are subject to the import, export, quarantine, testing, and health-certification requirements of the origin and destination countries. We make no representation that any stallion, semen, or breeding shown in the Service may lawfully be shipped to or used in your location.

25. General

- **Entire agreement.** These Terms, the Privacy Statement, and any order or plan terms presented at purchase are the entire agreement between you and JAAW Equine regarding the Service and supersede all prior understandings.
- **Severability.** If any provision is held unenforceable, it will be modified to the minimum extent necessary or severed, and the remainder will continue in full force.
- **No waiver.** Our failure to enforce a provision is not a waiver of it.
- **Assignment.** You may not assign these Terms without our written consent. We may assign them freely, including in connection with a merger, acquisition, reorganization, or sale of assets.
- **Force majeure.** Neither party is liable for failure to perform due to causes beyond its reasonable control, including natural disaster, disease outbreak or quarantine, war, labor disruption, utility or internet failure, governmental action, or third-party data or service failure.
- **Notices.** We may give notice by email to the address on your account or by posting in the Service. You give notice to us at the addresses stated in these Terms.
- **No third-party beneficiaries,** except that the Company Parties and our data licensors may enforce the provisions that benefit them.
- **Headings** are for convenience only and do not affect interpretation. "Including" means "including without limitation."
- **Language.** These Terms are executed in English. Any translation is for convenience; the English version controls to the extent permitted by law.

26. Contact

JAAW Equine LLC — Pare My Mare

Mailing address: 10755 S. Whirlaway Lane, Sandy, UT 84092 USA

General/support: support@paimymare.com | Billing: billing@paimymare.com

Legal notices: legal@paimymare.com | Privacy: privacy@paimymare.com

Annex A — Log-In and Registration Acknowledgment Language

This Annex is drafting guidance for your development team. The language below is designed to create an enforceable clickwrap record. Both documents must be presented as working hyperlinks on the same screen as the acceptance control.

A.1 Registration screen — required checkbox (unchecked by default)

I have read and agree to the Pare My Mare Terms of Use and Privacy Statement. I understand that Pare My Mare uses third-party data that may be incomplete or inaccurate, that its breeding recommendations are informational only and are not veterinary advice, and that JAAW Equine LLC is not responsible or liable for the outcome of any breeding.

A.2 Log-in screen — acknowledgment shown above the "Log In" button

BY LOGGING IN YOU CONFIRM THAT YOU AGREE TO THE PARE MY MARE TERMS OF USE AND PRIVACY STATEMENT, AND THAT YOU UNDERSTAND AND ACCEPT: (1) THE DATA SHOWN IS LICENSED FROM THIRD PARTIES OR SUBMITTED BY USERS AND MAY BE INCOMPLETE, OUTDATED, OR INACCURATE; (2) ALL MATCHES, SCORES, AND RECOMMENDATIONS ARE INFORMATIONAL ONLY AND ARE NOT VETERINARY, GENETIC, LEGAL, OR FINANCIAL ADVICE; (3) EVERY BREEDING DECISION IS YOURS ALONE AND SHOULD BE MADE WITH QUALIFIED PROFESSIONALS; (4) JAAW EQUINE LLC AND PARE MY MARE HAVE NO LIABILITY FOR ANY BREEDING OUTCOME, INCLUDING FAILURE TO CONCEIVE, LOSS OF A MARE OR FOAL, GENETIC OR CONFORMATIONAL DEFECTS, OR ANY COST OR LOST VALUE; AND (5) PARE MY MARE IS NOT A PARTY TO AND DOES NOT GUARANTEE ANY TRANSACTION WITH A STALLION OWNER, SEMEN SUPPLIER, OR OTHER THIRD PARTY.

A.3 Short in-product banner (report and match screens)

Informational only — not veterinary advice. Data may be incomplete or inaccurate. Verify with your veterinarian, the studbook, and the semen supplier before breeding. [link: Learn more]

A.4 Implementation requirements

- (a) The checkbox must be unchecked by default; account creation must be blocked until it is checked.
- (b) Store, for every acceptance: user ID, timestamp (UTC), IP address, user agent, document version number, and the hash of the exact document text presented.
- (c) Version both documents. On a material revision, present a full-screen re-acceptance interstitial at next log-in; do not allow dismissal without acceptance.
- (d) Retain superseded versions and acceptance records for at least the applicable limitations period plus one year.
- (e) Present the acceptance text in a legible size with adequate contrast; do not hide it behind a scroll or a collapsed panel.
- (f) Provide a persistent link to both documents in the application footer, in account settings, and on the checkout screen.

4911-3217-6080, v. 3