



Ebony Cox Equine Services (ECES) Customer Terms and Conditions

V 1.3 01/03/2021



Table of Contents

1. Recitals	3
2. Interpretation – Definitions	3
3. Overview of the Services.....	4
4. Formation of the Contract/Service Agreement	4
5. Commencement and Terms.....	4
6. Acceptance of Terms.....	5
7. How you consent to the Website Terms & Conditions?	5
8. Our intellectual property	6
9. Providing us with testimonials	6
10. We are not responsible for websites or services run by third parties.....	6
11. Varying these Terms	6
12. Discontinuing our website	7
13. Warranties and disclaimers	7
14. Our liability is limited	7
15. Our right to be indemnified by you	8
16. Jurisdiction	8
17. If you access our website or use our services or/and you are based overseas	8
18. Privacy Policy.....	8
19. Cost	11
20. Performance.....	11
21. Notices	11
22. Force Majeure.....	12
23. Disclaimer.....	12

Contact Information

Ebony Cox Equine Services

Owner/Operator: Ebony Cox

E: Ebony.cox@hotmail.com

A: 15 Cartwright Road, Gympie, QLD, 4570

W: www.ebonycoxequineservices.com.au

Ebony Cox Equine Services (ECES) Customer Terms and Conditions

1. Recitals

- 1.1. ECES is the owner of trademarks, patents, trade secrets, copyrights, processes, know how, registered designs or other Intellectual Property.
- 1.2. ECES has agreed to grant You with access to the website, the Services, and use of certain Intellectual Property and Confidential Information as set out in this Agreement.
- 1.3. All products of ECES or an affiliate including the ECES website, payment processing pages and online documentation (collectively, the “Services”) are subject to the Terms and Conditions stated below.
- 1.4. By the use of the Site or the Services You agree to be bound by this Agreement. If You do not agree to the Terms and Conditions set out below You must not use the Site or the Services.
- 1.5. Outline in the Terms and Conditions is how you are able to use our website and its content, as well as the other resources found on our website or provided. We hope that you find them to be useful, helpful, and insightful and we would be delighted to answer any questions you have about them! We have developed our content to guide you, provide you with information about our services, and answer common queries.

2. Interpretation – Definitions

- 2.1. In these Terms and Conditions, the following terms have the following meanings:
 - “**Agreement**” means this agreement as amended from time to time including schedules and terms included by reference.
 - “**Business**” means all activities associated with on-line gateway transactions including purchases and refunds and includes development of the Site, the Services, and Intellectual Property.
 - “**Confidential Information**” means all information acquired created or commissioned by ECES during the course of or in connection with the Business by ECES, including information about ECES, the Business, processes, systems, equipment, dealings, transactions, policies, finances, organisation or personnel, or about those of its Customers, Third Party Service Providers, or anyone associated with it or them, unless that information is readily available to the public, and shall include (but not be limited to) ECES’s principles, policies, procedures, Intellectual Property and other documents, or material which ECES may direct You to treat as Confidential Information.
 - “**Copyright Material**” means any work or other subject-matter in which copyright subsists or is capable of subsisting under the Copyright Act 1968 (Cth) or equivalent legislation.
 - “**Customer**” means You and all users of the Site and the Services
 - “**Customer Information**” means all customer information about customers including name, address, contact details, use of Services, their arrangements with ECES.
 - “**Ebony Cox Equine Services” or “ECES”** refers to, we, us, or our means Ebony Cox Equine Services (ECES) ABN 15-911-630-436 and its related bodies.
 - “**Fees**” means the fees charged by ECES:
 - (a) as set out in the Fee Schedule; or
 - (b) as set out in any custom quote provided by ECES
 - “**Intellectual Property**” means all intellectual property rights of ECES whether in relation to the Site or Services or otherwise and includes all or any of the following
 - a) the Trademarks of ECES whether in relation to the Site or Services or otherwise;
 - b) the Trade Name or any other trade name under which ECES sells, provides, or distributes its Services
 - c) the technical and other information or expertise devised, developed, or acquired by ECES or its employees or others applied in the development, servicing and sale of the Site or Services and in the management and operation of the Business;
 - d) copyright of ECES in any written material, plans, designs, logos, slogans, labels, insignia, or other work relating to the manufacture, merchandising, displaying, promotion and selling of the Site or Services; and

e) the designs, whether or not registered or protected by copyright devised or acquired by ECES and applied to the Business, the Site or Services

“**Services**” means the services provided by ECES to You under this Agreement

“**Site**” means ECES’s web site www.ebonycoxequineservices.com.au

“**Schedule of Fees**” is a schedule of fees set by ECES at its sole discretion for use of the Site and the Services. The Schedule of Fees can be found www.ebonycoxequineservices.com.au/

“**Terms and Conditions**” means these terms and conditions as amended from time to time, and other terms incorporated by reference.

“**Third Party Service Providers**” mean those third parties engaged by ECES to provide services to ECES or You.

“**Third Party Services**” means those services provided by Third Party Service Providers Which You may subscribe to, in accordance with this Agreement.

“**You**” and “**Your**” includes all persons entering this Agreement with ECES and where the context allows includes your partners, officers, employees, consultants, contractors, and agents.

3. Overview of the Services

- 3.1. ECES provides a number of Equine Related services. This includes but not limited to Equine Facilitated Learning and Therapeutic Interactions sessions, workshops and seminars, Equine Nutrition Advice, Workshops and Seminars, Horsemanship, Management and care advice, workshops, seminars and sessions/lessons, and Workshops for individuals, groups, and businesses.
- 3.2. Services are offered to Children, youth & adults
- 3.3. Services are available to persons who have a disability, mental health or wanting to learn.
- 3.4. Services are available to participants of the National Disability Insurance Scheme (NDIS).
- 3.5. For Participants of the NDIS, our service is produced through Functional Occupation Therapies & Supports (FOTS).

4. Formation of the Contract/Service Agreement

- 4.1. You agree and acknowledge that you have entered into a legally binding and enforceable contract with ECES by using our services.
 - 4.1.1. By signing and adhering to the required forms and service agreements.
- 4.2. In consideration of ECES agreeing to your use of the site/services, you agree to comply with this agreement
- 4.3. You agree to be bound by any additional terms and conditions (“additional terms and conditions”) that you have accepted in subscribing for Third Party Services, and that such additional terms and conditions are incorporated by reference into this Agreement.

5. Commencement and Terms

- 5.1. Commencement of services agreement is when all relevant documentation is signed and returned, and a session time/start date has been agreed upon.
- 5.2. Cancellations and no shows
 - 5.2.1. The preferred method for participants to cancel a session or support is to notify the ECES within the business hours of 8:00am to 5:00pm to give reasonable notice as detailed below.
Definitions:
 - 5.2.1.1. Cancellation with Notice: Cancellation of the scheduled delivery of service/supports with at least the notice as required by this Service Agreement. Refers to a participant notifying ECES in advance, that scheduled hours of service are not required or unable to be received.
 - 5.2.1.2. There are two categories of cancellation:
 - 5.2.1.2.1. Short notice – where less than 24 hours’ notice is provided.
 - 5.2.1.2.2. Reasonable Notice – where 48 hours or greater notice is provided.
 - 5.2.1.3. Cancellation Without Notice: Where no notice or less than the notice period required by this Service Agreement has been given.

- 5.2.1.4. No-Show: Refers to an individual participant not attending, or being unavailable, without notice for a scheduled service, or where the participant is not at the agreed location at the agreed time to receive a scheduled support/session.
- 5.2.2. Actions and fees
 - 5.2.2.1. ECES will take the following actions in the event that a participant cancels supports/session, or fails to attend a scheduled support/session (no show), or makes themselves unavailable for supports/session:
 - 5.2.2.2. If supports are cancelled with reasonable notice, as defined above, no charge applies.
 - 5.2.2.3. The cancellation of a FOTS service by the participant, or failure to attend a scheduled service without notice (No Show), may result in the participant being charged the full applicable fee for the agreed service and where appropriate, NDIS funding may be claimed.
 - 5.2.2.4. Where the participant attends for only part of the scheduled service, without notice, payment for them entirety of the booked service may be charged.
 - 5.2.2.5. In the event that reasonable notice is not given or the participant no-shows, ECES will charge the participant for the supports that would have been delivered.
 - 5.2.2.6. For instances where ECES initiates the cancellation of a service due to operational reasons, the service will be rescheduled at no penalty to either party.
- 5.2.3.Changes to the service agreement
 - 5.2.3.1. If changes to the Services or their delivery are required, the Parties agree to discuss and review this Agreement. The Parties agree that any changes to this Agreement will be in writing, signed, and dated by the Parties.
- 5.2.4.Ending this Agreement
 - 5.2.4.1. Should either Party wishes to terminate this Agreement 1-month written notice must be given to ebonycox@hotmail.com . The participant will be charged full scheduled fees during this month of notice regardless of attendance/support/session/service.
 - 5.2.4.2. If either Party seriously breaches this Agreement the requirement of notice will be waived.

6. Acceptance of Terms

- 6.1. Before using the website or services, you should read this agreement (and any additional terms and conditions and related agreements) carefully and ensure that You understand ALL of the Terms and Conditions. If You do not agree to ALL Terms and Conditions, then You must not use the Site or the Services.
- 6.2. This Agreement and any terms incorporated by reference in this Agreement override any terms or conditions previously published by ECES.

7. How you consent to the Website Terms & Conditions?

- 7.1. By consenting to the Website terms and conditions
 - 7.1.1. If you access or use, our website in anyway, you are taken to have agreed to these website terms of use and our privacy policy. We ask you to please read these Terms carefully. If you do not agree with our Terms, then you must cease using our website immediately.
- 7.2. The information on our website is general information only, we do not provide treatment.
 - 7.2.1.Please note that materials and content on this website, including but not limited to our programs and services are not comprehensive. Our Content is designed for you to be able to inform yourself. We have not created our content with your specific needs, objectives or circumstances in mind and it is not medical, personal or treatment advice. Before you act, or rely on any of our Content, you need to seek your own medical or other advice.
- 7.3. While we use reasonable effort to ensure that our Content is accurate, current, and complete, we do not represent, warrant, or guarantee its accuracy, currency, or completeness (to the maximum extent permitted by law).
- 7.4. You cannot do certain things on this website

7.4.1. To use our website and our Content, we expect you to abide by a certain standard of behaviour. You must not do or attempt to do anything that is unlawful, prohibited by any laws applicable to our website, anything which we would consider inappropriate, or which might bring us or our website into disrepute.

7.5. This includes:

7.5.1. anything that would be a breach of any other person's privacy (including if you upload personal information about an individual without their consent) or any other legal rights;

7.5.2. using our website to defame, harass, threaten, menace, or offend any person;

7.5.3. interfering with anyone using our website;

7.5.4. tampering with or modifying our website, knowingly transmitting viruses or other disabling features, or damaging or interfering with our website, including using trojan horses, viruses or piracy or programming routines that may damage or interfere with our website;

7.5.5. using our website to send unsolicited email messages; or

7.5.6. facilitating or assisting a third party to do any of the above acts.

7.6. Competitors are excluded from using our website to compete

7.6.1. You are strictly prohibited from using our website and the Content in any way that competes with our business.

8. Our intellectual property

8.1. Unless we indicate otherwise, please note that we own or licence all rights, title, and interest (including intellectual property rights) in our website or our services and all of our Content. Your use of our website or our service and your use of and access to any of our Content does not grant or transfer to you any rights, title, or interest in relation to our website, service, or our Content.

8.2. You must not reproduce, exploit, or use any of the content on our website or service for the purpose of re-selling our services, or offering products or services similar to ours or for any purpose other than to assist you in operating your own business. Copying or reproduction of Ebony Cox Equine Services (ECES) is prohibited (except to the extent permitted by law).

For Content, you must not:

8.2.1. copy or use it, in whole or in part; or

8.2.2. sell it to any third party.

8.2.3. You must not breach any intellectual property rights connected with our website or our Content, including (without limitation) altering or modifying any of our Content or creating derivative works from the Content.

9. Providing us with testimonials

9.1. We really appreciate your feedback. If you review us or provide us with a testimonial via any medium after entering into these terms, you permit us to post or otherwise transmit the review or testimonial on our social media or other channels. You can email us and ask us not to do this, at any time.

10. We are not responsible for websites or services run by third parties

10.1. Our website and service may contain links or advertising to websites or companies operated by third parties. Unless we tell you otherwise, we do not control, endorse, or approve, and are not responsible for, the content on those websites or advertising. We recommend that you make your own investigations to ensure those websites are suitable for you.

11. Varying these Terms

11.1. We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our website and service. We recommend you check our website and company terms and conditions regularly to ensure you are aware of our current terms. Content is subject to change without notice.

12. Discontinuing our website

- 12.1. We have a right to discontinue this website. This can be at any time and may be without notice. We may also exclude any person from using our website, at any time and at our sole discretion. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

13. Warranties and disclaimers

- 13.1. To the maximum extent permitted by law, we make no representations or warranties about our website, service, or the Content, including that:
 - 13.1.1. they are complete, accurate, reliable, up-to-date, and suitable for any particular purpose;
 - 13.1.2. access will be uninterrupted, error-free, or free from viruses; or
 - 13.1.3. our website will be secure.
 - 13.1.4. You read, use, and act on our website, service, and the Content at your own risk.

14. Our liability is limited

- 14.1. The Site and Services are designed provide information based around the services mentioned. ECES accepts no responsibility for the delivery of the service. These services may come in a variety of sources (e.g., web, phone operator, database etc). It is Your responsibility to ensure that the details provided are correct (e.g., personal & private information) and securely passed to the ECES server.
- 14.2. You release and indemnify ECES from any and all loss or damage arising out of any loss of data or corruption of data during the transfer of such data to ECES.
- 14.3. To the extent permitted by law, ECES excludes all representations and warranties, express or implied, other than those contained in this Agreement. Where ECES is found to be liable for breach of any warranty guarantee or condition implied by statute and which ECES cannot lawfully exclude, ECES 's liability is limited (to the extent permitted by law) at the option of ECES to the following:
 - 14.3.1. in the case of any programming or software supplied or offered by ECES:
 - 14.3.1.1. to the supply of those programs or software or programs or software of similar functioning again; or
 - 14.3.1.2. to the payment of the cost of having those programs or software supplied again; or
 - 14.3.2. in the case of Services supplied or offered by ECES:
 - 14.3.2.1. to the supply of the services again; or
 - 14.3.2.2. to the payment of the cost of having services supplied again.
- 14.4. ECES, its related bodies corporate, its directors and its employees accept no liability for any loss (including loss of revenue or anticipated profits, loss of goodwill, loss of business, loss of data, computer failure or malfunction), or injury or any direct, indirect, consequential, special, punitive, or other damages caused by or as a result of:
 - 14.4.1. Your use of or inability to use the Site or Services;
 - 14.4.2. any virus or other harmful, or potentially harmful, code which may be transmitted in connection with Your use of the Site or Services;
 - 14.4.3. ECES 's negligence or the negligence of any of its related bodies corporate, directors, officers, shareholders, employees, providers or agents arising from or related to this Agreement, the Site and the Services;
 - 14.4.4. Your provision of incorrect information; or 18.4.5 Your loss of information or data.
- 14.5. ECES's liability for any loss or damage under this Agreement or any law is reduced by the extent that you have caused or contributed to such loss or damage.
 - 14.5.1. To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (Liability) suffered by you or any third party, arising from or in connection with your use of our service and/or website and/or the Content and/or any inaccessibility of, interruption to or outage of our website and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

15. Our right to be indemnified by you

- 15.1. In this clause “ECES” includes parent companies, subsidiaries, officers, directors, employees, and agents of Ebony Cox Equine Services. You indemnify and hold harmless ECES against any claim, loss, liability, cost, or expense, including legal costs on a full indemnity basis, made against, or incurred by ECES in relation to:
- 15.1.1. personal injury or death;
 - 15.1.2. property damage;
 - 15.1.3. economic loss;
 - 15.1.4. civil or criminal penalty;
 - 15.1.5. consequential loss;
 - 15.1.6. or arising out of:
 - 15.1.6.1. any breach by You of this Agreement; or
 - 15.1.6.2. any negligent or criminal act or omission by You.
 - 15.1.7. Your provision of data, including Cardholder Data, to ECES in order for ECES to perform the Services.
- 15.2. Your indemnity includes all claims, demands, proceedings, damages (actual, special, or consequential) of every kind and nature, known and unknown, including but not limited to demands, proceedings, damages (actual, special, and consequential) of every kind and nature taken by any third party due to or arising out of Your breach of this Agreement or by Your violation or breach of any law or any rights of a third party.
- 15.3. You agree and acknowledge that You and not ECES are liable for all loss and damage no matter how arising which is caused or contributed to by Your use or misuse of the Site or the Services.
- 15.4. You indemnify and hold ECES harmless in respect of any loss or damage sustained by You as a result of ECES’s refusal to renew or enter into an agreement with You and agree and acknowledge that ECES’s refusal does not amount in any way to a restraint of trade.
- 15.5. You indemnify ECES in respect of all loss or damage no matter how arising caused by unauthorised, illegal, or improper access to the Site or the Services from any terminals or access points within Your control, custody, or power.

16. Jurisdiction

- 16.1. Use of our website, service and these Terms are governed by the laws of Queensland, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

17. If you access our website or use our services or/and you are based overseas

- 17.1. We do not represent that our website complies with the laws (including intellectual property laws) of the country in which you reside (if you reside outside Australia). You are responsible for complying with the laws of the jurisdiction where you access our website and please note that you access our website at your own risk.
- 17.2. If you have any questions for us, we would be delighted to hear from you.
- 17.3. Any question please contact; Ebony Cox Ebony.cox@hotmail.com

18. Privacy Policy.

Ebony Cox Equine Services (ECES) privacy policy explains the how, what, when and why of the Personal and Sensitive Information that we collect, hold, use and disclose when you interact with our services. This includes Health Information. We take your privacy very seriously and are committed to treating your Personal Information in accordance with the Privacy Act 1988 (Cth) and other relevant State and Territory laws that govern the use of Personal Information.

- 18.1. We respect your privacy

- 18.1.1. Ebony Cox Equine Services (ECES) respects your right to privacy and is committed to safeguarding the privacy of our customers and website visitors. Where required, we adhere to the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).
 - 18.1.2. This policy sets out how we collect and treat your personal information.
 - 18.1.3. Personal information is information we hold which is identifiable as being about you.
- 18.2. Collection of personal information
 - 18.2.1. Ebony Cox Equine Services (ECES) will, from time to time, receive and store personal information you enter onto our website, provided to us directly or given to us in other forms.
 - 18.2.2. This may include: names date of birth; job titles; contact information including addresses, email addresses, phone numbers, fax numbers etc; demographic information; other information relevant to the provision of our services; information about goods and services you have made; information from enquiries you have made; information about your legal needs; information about your business or personal affairs; communication between us; credit card information; other information relevant to client interviews and/or promotions; and any other information requested on this Site or otherwise required by us or provided by you.
 - 18.2.3. We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your contact information or email preference, respond to surveys and/or promotions, provide credit card information, or communicate with the Ebony Cox Equine Services (ECES) team.
- 18.3. How we collect your personal information
 - 18.3.1. Ebony Cox Equine Services (ECES) collects personal information from you in a variety of ways, including when you interact with us electronically or in person, when you access our website and when we provide our services to you. We may receive personal information from third parties. If we do, we will protect it as set out in this Privacy Policy.
- 18.4. Use your personal information
 - 18.4.1. Personal information is only collected in situations where you have consented; where there is a legitimate interest to disclose the information and; where the disclosure of personal information is required for the fulfilment of your contract with Ebony Cox Equine Services (ECES). Please consult our terms and conditions & Service Agreements for further information on the contractual obligations between clients, participants, and Ebony Cox Equine Services (ECES).
 - 18.4.2. Ebony Cox Equine Services (ECES) may use personal information collected from you to provide you with information, updates, and our services. We may also make you aware of new and additional products, services, and opportunities available to you. We may use your personal information to improve our products and services and better understand your needs.
- 18.5. Disclosure of your personal information
 - 18.5.1. We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers, or subcontractors insofar as reasonably necessary for the purposes set out in this Policy. Personal information is only supplied to a third party when it is required for the delivery of our services.
 - 18.5.2. We may from time to time need to disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.
 - 18.5.3. We may also use your personal information to protect the copyright, trademarks, legal rights, property, or safety of Ebony Cox Equine Services (ECES), its customers or third parties.
 - 18.5.4. If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser under an agreement to maintain confidentiality. We would seek to only disclose information in good faith and where required by any of the above circumstances.
 - 18.5.5. By providing us with personal information, you consent to the terms of this Privacy Policy and the types of disclosure covered by this Policy. Where we disclose your personal information to third parties, we will request that the third party follow this Policy regarding handling your personal

information. We will ensure that third parties have stringent safeguards when handling your personal information.

18.5.6. Personal information is only disclosed to third parties in situations where you have consented to the transfer, where there is a legitimate interest to disclose the information and; where you are contracted to provide this personal information.

18.6. Transfer of your Personal Data

18.6.1. Information that we collect may from time to time be stored, processed in, or transferred between parties located in countries outside of Australia.

18.6.2. We have hosting facilities in Australia and the US. Transfers to the US will be protected by appropriate safeguards, namely the use of standard data protection clauses adopted or approved by the European Commission, a copy of which can be obtained from <https://www.privacyshield.gov/>. This framework protects the fundamental rights of anyone in EU whose personal data is transferred to US for commercial purposes. This arrangement imposes strong data protection obligations on companies receiving personal data from the EU, safeguards on USA government data, effective protection, and redress for individuals, and is subject to annual joint review by EU and US.

18.6.3. You acknowledge that personal data that you submit for publication through our website or services may be available, via the internet, around the world. We cannot prevent the use (or misuse) of such personal data by others.

18.7. Security of your personal information

18.7.1. Ebony Cox Equine Services (ECES) is committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic, and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification, and disclosure.

18.7.2. The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

18.8. Access to your personal information

18.8.1. You may request details of personal information that we hold about you in accordance with the provisions of the Privacy Act 1988 (Cth). If you would like a copy of the information which we hold about you or believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant, or misleading, please email us at ebony.cox@hotmail.com

18.8.2. You have the following rights;

- Right of Access – the right to access the personal information that we hold or process about you;
- Right to Rectification – the right to update, correct or amend the personal information that we hold or process about you;
- Right to Erasure – the right to request remove personal information that we hold about you
- Right to Restrict – the stop processing all or some of your personal data;
- Right to Object – the right to object to your personal information being used for direct marketing purposes;
- Right to Data Portability – the right to request a copy of your personal data in electronic format;
- Right not to be subject to Automated Decision making – the right to not be subject to a decision based solely on automated decision making, including profiling, where the decision would have a legal effect on you or produce a similarly significant effect.

18.8.3. We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act.

18.9. Complaints about privacy

18.9.1. If you have any complaints about our privacy practices, please feel free to send in details of your complaints to:

Ebony Cox Equine Services (ECES) – ATTN: Ebony Cox

Ebony.cox@hotmail.com

15 Cartwright Road, Gympie QLD 4570

18.9.2. We take complaints very seriously and will respond shortly after receiving written notice of your complaint. Ebony Cox Equine Services (ECES) is the data controller for the purposes of the personal data processed under this privacy policy.

18.10. Changes to Privacy Policy

18.10.1. Please be aware that we may change this Privacy Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website or notice board. Please check back from time to time to review our Privacy Policy.

18.11. Ebony Cox Equine Services (ECES) Website

18.11.1. When you visit our website – www.ebonycoxequineservices.com.au

18.11.2. When you come to our website Ebony Cox Equine Services (ECES) we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

18.11.3. Cookies

18.11.3.1. We may from time to time use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. Most web browsers automatically accept cookies, but you can choose to reject cookies by changing your browser settings. However, this may prevent you from taking full advantage of our website.

18.11.4. Our website may from time to time use cookies to analyse website traffic and help us provide a better website visitor experience.

18.11.5. Third party sites

18.11.5.1. Our site may from time to time have links to other websites not owned or controlled by us. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that Ebony Cox Equine Services (ECES) is not responsible for the privacy practices of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personal identifiable information.

18.12. How to Contact Us

18.12.1. Thank you for reading our Privacy Policy. If you have any questions relating to this Policy, please contact: ATTN: Ebony Cox, Ebony Cox Equine Services (ECES) Ebony.cox@hotmail.com

19. Cost

19.1. You shall pay Your own costs of entering into and complying with this Agreement.

20. Performance

20.1. Each party must take all steps, execute all documents, and do everything reasonably required by any other party to give effect to the transactions contemplated by this agreement.

21. Notices

21.1. All notices must be in writing and be given to a Party by any one of the following means:

21.1.1. by delivering it to the physical address of the party,

21.1.2. by sending it to the mailing address of the party by pre-paid mail,

21.1.3. by emailing it to the email address of the party, as notified in writing by the party to the other party who is giving the notice.

21.2. A notice is deemed to have been given

21.2.1. if given in accordance with 17.1.1, the next business day after the day of delivery.

21.2.2. if given in accordance with 17.1.2,

21.2.3. 3 business days after the date of posting.

21.2.4. if given in accordance with 17.1.3, the next business day after sending provided that the recipient acknowledges receipt of the email.

22. Force Majeure

- 22.1. Neither party shall be considered in breach of this Agreement where performance of its obligations under the Agreement is by any cause beyond the reasonable control of the parties rendered impossible or delayed.
- 22.2. If the reason for the inability to perform or delay in performance referred to in clause 18 continues for a continuous period of 30 days, either party may by written notice to the other terminate this Agreement without penalty.

23. Disclaimer

- 23.1. This material is general in nature, is not personal and is to be used for informational purposes only. Ebony Cox Equine Services (ECES) accepts no responsibility for the accuracy or completeness of any material contained on this site.
- 23.2. Material on this site is made available on the understanding that Ebony Cox Equine Services (ECES) is not providing medical treatment (mental or physical), clinical or personal advice. Before relying on any of the material on this site, users should carefully evaluate its accuracy, currency, completeness, and relevance for their purposes and should obtain appropriate professional and medical advice.
- 23.3. It is recommended that before entering into and engaging the services of Ebony Cox Equine Services (ECES), that you may seek consult and advice from a licensed medical practitioner.
- 23.4. Views and recommendations of third parties, which may also be included on this site or discussed by Ebony Cox Equine Services (ECES) employees, directors, shareholders, do not necessarily reflect the views of Ebony Cox Equine Services (ECES), or indicate a commitment to a particular course of action. In some cases, the material may incorporate or summarise views, guidelines, or recommendations of third parties.
- 23.5. Links to other Internet sites are for your convenience. These links do not constitute endorsement of material at those sites, or any associated organisation, product, or service. Inclusion of links to a third-party platform provider does not imply endorsement of the provider or non-endorsement of providers not included.
- 23.6. Ebony Cox Equine Services (ECES) does not accept liability for any claims or losses arising directly or indirectly from services provided by third party platform providers.
- 23.7. Information provided by Ebony Cox Equine Services (ECES) about its services is considered to be true and correct at the time of publication. Changes in the circumstances after time of publication may impact on the accuracy of this information and Ebony Cox Equine Services (ECES) gives no assurance as to the accuracy of any information or advice contained.
- 23.8. Such material is assembled in good faith but does not necessarily reflect the considered views of Ebony Cox Equine Services (ECES) or indicate a commitment to a particular course of action.
- 23.9. This Disclaimer form's part and should be considered along with our Terms & Conditions.