

American Saddlebred Horse and Breeders Association, Inc.

WEBSITE TERMS OF USE

Effective Date: September 14, 2026

These Terms explain the basic rules that apply when you use ASHBA's websites and online features. Certain transactions, programs, activities, and Website features may also be subject to separate ASHBA rules, policies, procedures, applications, agreements, or other requirements.

These Website Terms of Use ("Terms") govern access to and use of websites, domains, subdomains, portals, online forms, account tools, microsites, and other web-based properties owned or operated by the American Saddlebred Horse and Breeders Association, Inc. ("ASHBA," "we," "our," or "us") that display or link to these Terms, together with the related online features and account-based functionality made available through them (collectively, the "Website").

By accessing or using the Website, you agree to these Terms. If you do not agree to these Terms, you should not use the Website.

1. Website Purpose and Scope

ASHBA provides the Website to support its mission and to provide information, resources, account access, online transactions, and other functionality relating to ASHBA and the American Saddlebred.

These Terms govern general access to and use of the Website. They do not replace or modify separate ASHBA rules, policies, procedures, applications, agreements, eligibility requirements, or other terms that may apply to a particular program, transaction, activity, or subject matter.

Certain Website features or activities may therefore be subject to additional requirements. Those requirements govern the specific subject matter to which they apply.

ASHBA maintains its published governance policies and other governing documents on the [ASHBA Governance page](#).

If information appearing on the Website summarizes or describes an official ASHBA rule, policy, procedure, or other governing document, the official governing document controls in the event of a conflict.

2. Privacy

ASHBA's collection, use, disclosure, retention, and protection of Personal Data is described in the ASHBA Privacy Policy, available through the [ASHBA Governance page](#).

The Privacy Policy is maintained separately from these Terms and governs privacy-related matters.

3. Accounts and Account Security

Certain portions of the Website may require an account.

When creating or using an account, you agree to provide accurate and complete information and to keep information associated with your account reasonably current.

You are responsible for maintaining the confidentiality and security of your account credentials and for activity that you authorize or knowingly permit through your account.

For security and recordkeeping purposes, users should not share account credentials except where ASHBA expressly permits otherwise. Where ASHBA provides functionality for authorized representatives, agents, organizations, or other users to obtain separate access, those features should be used rather than sharing account credentials.

You may not access or use another person's account without authorization, impersonate another person or entity, or misrepresent your identity or authority.

If you act on behalf of another person, farm, stable, business, organization, or other entity, you represent that you have authority to do so. Any additional authorization, signature, ownership, eligibility, or submission requirements applicable to a particular transaction remain governed by the applicable ASHBA rules, policies, or procedures.

Subject to applicable ASHBA rules, policies, procedures, and transaction requirements, ASHBA may reasonably rely on information and submissions made through an authenticated account unless ASHBA has reason to question the accuracy of the information or the user's authority.

You should promptly notify ASHBA at info@saddlebred.com if you believe your account or credentials have been accessed or used without authorization.

ASHBA may restrict, suspend, or terminate account or Website access when reasonably necessary to address a violation of these Terms, unauthorized use, fraud, misuse, a security threat, or other activity that could compromise the Website, ASHBA systems or data, or other users.

4. Youth and Parental Authorization

Individuals age 18 and younger may use the Website subject to any age, eligibility, consent, authorization, or other requirements applicable to the particular Website feature, transaction, program, or activity.

Where ASHBA requires a signature, consent, authorization, or acknowledgment from a parent or legal guardian for an individual age 18 or younger, the required parent or legal guardian must provide that signature, consent, authorization, or acknowledgment. Any person acting on behalf of a minor represents that they have the authority necessary to do so.

Children under 13 should not independently create or manage Website accounts. ASHBA's collection, use, disclosure, and protection of Personal Data relating to children, including requirements applicable to children under 13, are addressed in the ASHBA Privacy Policy.

Nothing in these Terms establishes or modifies requirements concerning horse ownership, Recorded Owner status, Registry transactions, program participation, eligibility, or other matters governed by applicable ASHBA rules, policies, procedures, forms, or requirements.

5. Permitted Use of the Website

Subject to these Terms and any applicable ASHBA rules or policies, ASHBA permits you to access and use the Website for lawful purposes and in the manner in which the Website and its features are intended to be used.

Use of the Website does not transfer to you any ownership interest in ASHBA content, data, intellectual property, systems, or technology.

Ordinary links to publicly available pages of the Website are permitted, provided that the link does not falsely suggest sponsorship, endorsement, affiliation, or authorization by ASHBA.

6. Prohibited Uses

Unless expressly authorized by ASHBA, you may not use the Website to:

- engage in unlawful, fraudulent, deceptive, or unauthorized activity;
- impersonate another person or entity or falsely represent your identity, authority, affiliation, sponsorship, or relationship with ASHBA;
- access or attempt to access another person's account, restricted areas, systems, servers, data, or records without authorization;
- interfere with, disrupt, damage, disable, or impair the Website or any related system, network, server, software, or functionality;
- introduce viruses, malicious code, harmful software, or other technology intended to disrupt or compromise the Website or related systems;
- circumvent or attempt to circumvent security measures, access controls, usage restrictions, technical limitations, or authentication requirements;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or nonpublic technical information from the Website, except where such restriction is prohibited by applicable law;
- use robots, bots, spiders, crawlers, scrapers, automated queries, scripts, data-mining tools, or similar automated methods to access, extract, copy, download, compile, monitor, or collect Website content or data;
- systematically or in bulk extract, reproduce, compile, download, republish, distribute, license, sell, or create a database from ASHBA content or data;
- use ASHBA content or proprietary data to train, develop, test, evaluate, or improve an artificial intelligence, machine-learning, or similar computational model without ASHBA's express authorization;
- reproduce, republish, sell, license, or otherwise commercially exploit ASHBA content, data, databases, or intellectual property except as expressly authorized by ASHBA;
- frame, mirror, or embed substantial portions of the Website in another website, application, platform, or service in a manner that obscures the source of the content or falsely suggests that the other service is operated, endorsed, sponsored, or approved by ASHBA;
- infringe or violate the copyright, trademark, privacy, publicity, contractual, proprietary, or other rights of ASHBA or any other person or entity; or
- use the Website in any manner that violates these Terms or other requirements applicable to the particular Website feature or activity.

ASHBA may authorize automated access, data use, integrations, research, service providers, or other activities that would otherwise fall within these restrictions. Any such authorization is limited to the scope expressly permitted by ASHBA.

7. ASHBA Content and Intellectual Property

The Website and content owned by or licensed to ASHBA may include text, graphics, photographs, video, audio, publications, designs, databases, reports, software, code, educational materials, logos, trademarks, service marks, and other materials ("ASHBA Content").

ASHBA Content is protected by applicable intellectual property and other laws.

Except as expressly authorized by ASHBA or permitted by applicable law, you may not copy, reproduce, modify, publish, distribute, sell, license, create derivative works from, or otherwise exploit ASHBA Content.

ASHBA's names, logos, trademarks, program names, and other brand identifiers may not be used in a manner that falsely suggests ASHBA endorsement, sponsorship, affiliation, certification, or authorization.

Any permission granted by ASHBA to use particular ASHBA Content is limited to the purpose and scope for which permission was granted.

8. Content Submitted to ASHBA

The Website may allow individuals or organizations to submit photographs, videos, articles, artwork, logos, advertisements, written materials, profile information, or other content ("Submitted Content").

You retain any ownership rights you have in Submitted Content.

By submitting content to ASHBA, you represent that you have the rights, permissions, licenses, consents, and authority reasonably necessary to submit the content and permit ASHBA to use it as described in these Terms.

If Submitted Content includes material owned by another person or entity or depicts identifiable individuals, you represent that you have obtained any rights, permissions, licenses, releases, or consents reasonably necessary to submit the content and permit ASHBA's intended use, to the extent required by applicable law or agreement. This may include rights relating to photographs, video, music, artwork, trademarks, copyrighted material, or individuals depicted in the content.

You may not submit content that is unlawful, fraudulent, defamatory, threatening, harassing, obscene, malicious, infringing, invasive of another person's rights, or otherwise prohibited by these Terms or applicable law.

By submitting content to ASHBA, you grant ASHBA a nonexclusive, worldwide, royalty-free, continuing license to use, reproduce, publish, display, distribute, format, adapt, and archive the Submitted Content for purposes reasonably related to ASHBA's mission, operations, publications, communications, promotion, fundraising, education, programs, historical activities, and archives.

This license allows ASHBA to operate, preserve, promote, and document its programs, activities, publications, and the American Saddlebred community. It does not transfer ownership of your Submitted Content to ASHBA.

ASHBA may permit its employees, contractors, vendors, publishers, technology providers, printers, consultants, and other service providers to use Submitted Content as reasonably necessary to perform services for ASHBA.

This license is not dependent upon membership status and continues if you cease to be a member, stop using the Website, or otherwise end your relationship with ASHBA. ASHBA is not required to remove Submitted Content that has already been incorporated into publications, communications, archives, historical materials, records, or other materials produced or maintained by ASHBA.

ASHBA may remove or decline to display Submitted Content when ASHBA reasonably determines that the content violates these Terms, applicable law, the rights of another person, or requirements applicable to the relevant Website feature.

Users should not publicly post confidential, sensitive, or private information in public-facing portions of the Website. Information submitted through official ASHBA forms or other intended Website functions is handled in accordance with the Privacy Policy and any applicable ASHBA requirements.

9. Feedback and Suggestions

If you voluntarily provide ASHBA with suggestions, ideas, comments, or other feedback regarding the Website or ASHBA's activities, you agree that ASHBA may consider, use, adapt, or implement that feedback without compensation or obligation to you.

Feedback should not be submitted with an expectation of confidentiality unless ASHBA has expressly agreed otherwise in writing.

This section does not replace the Submitted Content provisions above.

10. Third-Party Content, Affiliates, Sponsors, and Other Relationships

The Website may contain information, listings, advertisements, benefits, offers, links, products, services, or other content provided by or relating to affiliates, sponsors, partners, advertisers, members, businesses, vendors, or other third parties.

Third parties are responsible for the accuracy of information they provide.

Unless ASHBA expressly states otherwise, the inclusion or presentation of third-party content, a listing, advertisement, link, benefit, offer, sponsorship, affiliate relationship, or other third-party relationship does not constitute an ASHBA warranty, certification, or guarantee of the third party or its products or services.

ASHBA may have sponsorship, affiliate, referral, promotional, or other relationships with third parties. Where applicable, additional terms or disclosures may be provided in connection with a particular offering.

Third-party websites, platforms, products, or services may be governed by their own terms and policies. ASHBA does not control those third-party terms or operations.

When you leave an ASHBA website or use a third-party website or service, that third party's terms, privacy policy, security practices, accessibility practices, and other requirements may apply and are outside ASHBA's control.

Privacy matters relating to third-party services and ASHBA's handling of Personal Data are addressed in the Privacy Policy.

11. Payments and Online Transactions

Fees, charges, and other transaction information presented through the Website apply as stated at the time of the applicable transaction, subject to any additional rules, policies, or terms governing that transaction.

You are responsible for providing accurate information when completing an online transaction.

ASHBA may correct obvious clerical, technical, pricing, processing, or transaction errors.

Payment or submission through the Website does not, by itself, constitute approval of an application, registration, transfer, entry, eligibility determination, or other matter if additional requirements apply.

Refunds, credits, cancellations, adjustments, and other transaction-specific requirements are governed by the applicable ASHBA rule, policy, program term, application, or transaction requirement, if any.

Certain payments are processed through third-party payment processors and may be subject to the processor's terms and conditions.

Payment-data practices are addressed in the ASHBA Privacy Policy.

12. Electronic Submissions and Signatures

Where permitted by applicable law and where ASHBA provides for electronic submission, an electronic submission, acknowledgment, authorization, or signature may have the same effect as a paper submission or signature.

This provision does not eliminate or modify any specific signature, documentation, authorization, notarization, original-document, or other requirement established by applicable law or by an ASHBA rule, policy, procedure, application, or agreement.

13. Website Availability and Changes

ASHBA may modify, update, replace, suspend, restrict, or discontinue Website content, functionality, tools, or features from time to time.

ASHBA may temporarily restrict or suspend Website access for maintenance, upgrades, security, operational needs, technical problems, or other reasonable purposes.

Nothing in this section modifies substantive rights or requirements established under separate ASHBA rules, policies, agreements, or governing documents.

ASHBA does not guarantee that every Website feature will remain available indefinitely or that access will always be uninterrupted or error-free.

14. Electronic Notices

ASHBA may provide notices relating to the Website or these Terms electronically, including by posting a notice on the Website, displaying a notice within an account, or sending a notice to contact information associated with an account.

This section does not govern marketing communications, text-message consent, communication preferences, or other privacy-related communications, which are addressed in the ASHBA Privacy Policy.

15. Changes to These Terms

ASHBA may update these Terms from time to time.

Revised Terms will be posted on the Website with an updated Effective Date. Changes generally apply prospectively from the stated Effective Date.

When changes are material, ASHBA may provide additional notice or require renewed acknowledgment where appropriate.

Your continued use of the Website after revised Terms become effective constitutes acceptance of the revised Terms to the extent permitted by applicable law. If you do not agree to revised Terms, you should discontinue use of the Website.

16. Copyright Infringement Notices

ASHBA respects the intellectual property rights of others.

If you believe copyrighted material available through the Website infringes your copyright, you may provide a written notice to ASHBA's designated Copyright Agent containing:

- your physical or electronic signature, or the signature of a person authorized to act on behalf of the copyright owner;
- identification of the copyrighted work claimed to have been infringed, or a representative list if multiple works are involved;
- identification of the material claimed to be infringing and information reasonably sufficient to permit ASHBA to locate the material;
- your name, mailing address, telephone number, and email address;
- a statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or applicable law; and
- a statement, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or are authorized to act on behalf of the copyright owner.

Copyright notices should be directed to:

Designated Copyright Agent: Executive Director

American Saddlebred Horse and Breeders Association, Inc.
4083 Wing Commander Way, Suite 50
Lexington, Kentucky 40511

Phone: 859.259.2742

Email: info@saddlebred.com

If material you submitted is removed or disabled in response to a copyright notice and you believe the removal resulted from mistake or misidentification, you may submit a counter-notice containing the information required by applicable law, including identification of the removed material, a statement under penalty of perjury that you have a good-faith belief that the material was removed as a result of mistake or misidentification, your contact information, your consent to the jurisdiction required by applicable law, and your agreement to accept service of process from the person who submitted the original infringement notice.

ASHBA may restore material following receipt of a valid counter-notice as permitted by applicable law.

17. Disclaimer of Warranties

To the fullest extent permitted by applicable law, the Website and ASHBA Content are provided on an "as is" and "as available" basis.

ASHBA does not warrant that the Website will be uninterrupted, error-free, completely secure, or free from defects, delays, inaccuracies, or omissions.

ASHBA does not warrant that information appearing on the Website is complete, current, or suitable for every purpose. Website information may be supplemented, corrected, or superseded by official ASHBA records, rules, policies, procedures, or other governing documents.

Website content is provided for general informational, educational, and organizational purposes. It is not intended as a substitute for legal, veterinary, medical, financial, tax, or other professional advice. Users should consult an appropriately qualified professional regarding circumstances requiring professional advice.

To the fullest extent permitted by applicable law, ASHBA disclaims warranties of merchantability, fitness for a particular purpose, noninfringement, and any other warranties that may otherwise arise by law, course of dealing, or usage.

Nothing in these Terms excludes any warranty or right that cannot legally be excluded.

18. Limitation of Liability

To the fullest extent permitted by applicable law, ASHBA and its officers, directors, employees, agents, and representatives will not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to access to, use of, inability to use, or reliance upon the Website or ASHBA Content.

To the fullest extent permitted by applicable law, any liability arising from the Website or these Terms is limited to actual direct damages legally recoverable from ASHBA.

These limitations do not apply to liability that cannot legally be limited or excluded.

Any claim arising out of or relating to the Website or these Terms must be brought within one year after the claim accrues, to the extent such a contractual limitation period is permitted by applicable law.

19. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless ASHBA and its officers, directors, employees, agents, and representatives from claims, liabilities, damages, losses, costs, and reasonable attorneys' fees arising from:

- your violation of these Terms;

- your unlawful or unauthorized use of the Website;
- Submitted Content or other information you provide through the Website;
- your infringement or violation of another person's rights; or
- your fraud or intentional misconduct in connection with the Website.

20. Restriction or Termination of Website Access

ASHBA may restrict, suspend, or terminate access to the Website or an account when reasonably necessary because of a violation of these Terms, unauthorized use, fraud, misuse, security concerns, threats to ASHBA systems or data, or other circumstances creating material legal, security, or operational risk.

ASHBA may also remove or restrict access to content where reasonably necessary to enforce these Terms or comply with applicable law.

Termination or suspension of Website access does not itself determine membership status, Registry rights, program eligibility, disciplinary status, or other matters governed by separate ASHBA rules or policies.

21. Governing Law and Venue

These Terms are governed by the laws of the Commonwealth of Kentucky, without regard to conflict-of-law principles that would require application of another jurisdiction's laws.

Any legal action arising out of or relating to these Terms or use of the Website shall be brought in an appropriate state court located in Fayette County, Kentucky, or an appropriate federal court located in Lexington, Kentucky, and you consent to the jurisdiction and venue of those courts, except to the extent applicable law requires otherwise.

If ASHBA prevails in an action to enforce these Terms, ASHBA may recover its reasonable costs and attorneys' fees to the extent permitted by applicable law.

22. International Access

ASHBA operates the Website from the United States.

The Website may be accessible from other countries. Individuals accessing or using the Website from outside the United States are responsible for complying with laws applicable to their own use of the Website.

Nothing in these Terms limits rights that cannot legally be waived under applicable law.

23. Assignment

You may not assign or transfer your rights or obligations under these Terms without ASHBA's prior written consent.

ASHBA may assign these Terms in connection with a reorganization, transfer of Website operations, organizational transaction, or other legitimate business or organizational purpose.

24. Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

25. Waiver

ASHBA's failure or delay in enforcing any provision of these Terms does not waive that provision or any other right.

Any waiver by ASHBA must be expressly made in writing.

26. Survival

Provisions that by their nature should continue after termination of Website access or an account will survive, including provisions relating to intellectual property, Submitted Content, prior misuse, indemnification, disclaimers, limitations of liability, governing law, venue, attorneys' fees, and other accrued rights or obligations.

This section does not govern retention or deletion of Personal Data or official ASHBA records, which are addressed by the Privacy Policy and other applicable ASHBA rules and policies.

27. Relationship to Other ASHBA Requirements

These Terms constitute the agreement between you and ASHBA concerning general access to and use of the Website.

Separate ASHBA rules, policies, procedures, applications, agreements, eligibility requirements, or other terms remain separate and govern the specific subject matter to which they apply.

Nothing in these Terms is intended to amend, replace, or supersede an applicable official ASHBA governing document unless ASHBA expressly states otherwise.

28. Contact Information

General questions concerning these Website Terms of Use may be directed to:

American Saddlebred Horse and Breeders Association, Inc.
4083 Wing Commander Way, Suite 50
Lexington, Kentucky 40511
Phone: 859.259.2742
Email: info@saddlebred.com