

TERMS OF WEBSITE USE

This page (together with the Privacy Policy referenced in it) tells you the terms of use on which you may make use of our website www.elite-equine.com (**our site / the website**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

INFORMATION ABOUT US

www.elite-equine.com is a site operated by ELITE EQUINE INTERNATIONAL LIMITED ("We"). We are registered in England and Wales under company number 06540599 and have our registered office at DRAGON COURT CHARTER ALLEY TADLEY HANTS RG26 5PU. We are a limited company.

1. Accessing our site

- 1.1 You may access most areas of the website without registering your details with us. Certain areas of the website are only open to you if you register and become a registered user.
- 1.2 By accessing any part of the website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the website immediately.
- 1.3 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.
- 1.4 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.
- 1.5 If you register as a registered user you will be issued with a user name and password as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user name or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
- 1.6 When using our site, you must comply with the provisions of our acceptable

use policy set out in section 2 below.

- 1.7 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

2. Acceptable Use

2.1 Prohibited Uses

You may use our site only for lawful purposes. You may not use our site:

- 2.1.1 In any way that breaches any applicable local, national or international law or regulation.
- 2.1.2 In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- 2.1.3 For the purpose of harming or attempting to harm minors in any way.
- 2.1.4 To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards in section 2.3 below.
- 2.1.5 To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

You also agree:

- 2.1.6 Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms of website use.
- 2.1.7 Not to access without authority, interfere with, damage or disrupt:
- (a) any part of our site;
 - (b) any equipment or network on which our site is stored;
 - (c) any software used in the provision of our site; or
 - (d) any equipment or network or software owned or used by any third party.

2.2 Interactive Services

- 2.2.1 Where we do provide any interactive service (including but not limited to the website forum), we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).
- 2.2.2 We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.
- 2.2.3 The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
- 2.2.4 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

2.3 **Content Standards**

These content standards apply to any and all material which you contribute to our site or to any profile created on the Website (**contributions**), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- 2.3.1 Be accurate (where they state facts).
- 2.3.2 Be genuinely held (where they state opinions).
- 2.3.3 Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- 2.3.4 Contain any material which is defamatory of any person.
- 2.3.5 Contain any material which is obscene, offensive, hateful or inflammatory.
- 2.3.6 Promote sexually explicit material.
- 2.3.7 Promote violence.
- 2.3.8 Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 2.3.9 Infringe any copyright, database right or trade mark of any other person.
- 2.3.10 Be likely to deceive any person.
- 2.3.11 Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 2.3.12 Promote any illegal activity.
- 2.3.13 Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- 2.3.14 Be likely to harass, upset, embarrass, alarm or annoy any other person.
- 2.3.15 Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- 2.3.16 Give the impression that they emanate from us, if this is not the case.
- 2.3.17 Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

3. Intellectual property rights

- 3.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

- 3.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 3.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 3.5 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 3.6 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4. Reliance on information posted

- 4.1 Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.
- 4.2 Any typographical, clerical or other error or omission in the website or in any document or information issued by us or posted on our site shall be subject to correction without any liability on our part.

5. Our site changes regularly

- 5.1 We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

6. Our liability

6.1 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

6.1.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

6.1.2 Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits or contracts;
- (d) loss of anticipated savings;
- (e) loss of data;
- (f) loss of goodwill;
- (g) wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

6.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

7. Information about you and your visits to our site

7.1 We process information about you in accordance with our privacy policy. By registering as a registered user on our site, you consent to such processing and you warrant that all data provided by you is accurate.

8. Transactions concluded through our site

8.1 No transactions will be concluded through this site. Buyers and sellers will

enter into a contract for the sale and purchase of any horse or equipment advertised on our site.

- 8.2 All transactions that take place between registered users will be entered into on the terms agreed between those two parties.

9. Uploading material to our site

- 9.1 Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in section 2.3 above. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

- 9.2 Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

- 9.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

- 9.4 We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in section 2.3.

10. Viruses, hacking and other offences

- 10.1 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

- 10.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by

disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

- 10.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

11. Linking to our site

- 11.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

- 11.2 You must not establish a link from any website that is not owned by you.

- 11.3 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out section 2.3 above.

- 11.4 If you wish to make any use of material on our site other than that set out above, please address your request to **Elite Equine International, Dragon Court, Charter Alley, Tadley, Hants, RG26 5PU, UK.**

12. Links from our site

- 12.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

13. Registration

- 13.1 Each registration is for a single user only. We do not permit you to share your

username or password with any other person nor with multiple users on a network.

13.2 Responsibility for the security of any username and passwords issued or created by you rests with you personally.

13.3 Registered users should pay particular attention to the privacy policy before submitting any personal details with us.

14. Jurisdiction and applicable law

14.1 The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

15. Trade marks

15.1 The name Elite Equine International; the URL elite-equine.com and the Globe logo are trade marks of ELITE EQUINE INTERNATIONAL LIMITED

16. Variations

16.1 We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

17. Your concerns

17.1 If you have any concerns about material which appears on our site, please contact Elite Equine International, Dragon Court, Charter Alley, Tadley, Hants, RG26 5PU, UK>

Thank you for visiting our site.