

1. Introduction

1.1 RD Horses For Sale (as defined below) is a company in the Netherlands and provides an on-line platform and various tools, services, and functions which enable horse owners to list horses and horse buyers to buy a horse (together the “Services”). Services are provided via country specific URL’s and also via mobile applications (for mobile phone, tablet and other devices or interfaces) (collectively, the “Site”). The operations of RD Horses For Sale are managed by RD Horses For Sale, Jan van Goyenkade 40, 2311 BC Leiden, The Netherlands (“RD Horses For Sale” “we” “our” “us”).

1.2 These terms and conditions together with the Privacy Policy govern the relationship between RD Horses For Sale and any individual using or accessing the Site and any of the content or services available through it as a horse buyer or potential horse buyer, and who is not using it in his/her/its capacity as a horse owner (each, a “Buyer” or “you”). Horse buyers include people who use the Site to access information about and to buy horses, whether for business or leisure purposes, from horse owners.

1.3 RD Horses For Sale does not authorise anyone to register with this Site unless they are able to enter into legally binding contracts.

2. The Basics

2.1 This Site is a place where horse buyers or potential horse buyers can view listings of, and obtain information about, horses offered for sale (“Horses”) by others, including horse breeders, private owners, riders and production yards, (each, an “Owner” and collectively with a horse buyer or potential horse buyer, the “Users”). We may also offer other tools or services to allow users to communicate with each other and to enter into sale agreements or other transactions with each other.

2.2 The Site acts only as a venue for users to interact with each other. RD Horses For Sale is not, and does not become, a party to any contractual relationship between the Buyer and the Owner, and does not mediate between the Buyer and the Owner in the event of any dispute arising between them. This is true even if the Site facilitates a sale for a Horse or the use of other tools, services or products, as RD Horses For Sale is not a party to any purchase or other agreement between Buyers and Owners.

2.3 Buyers are responsible for, and agree to abide by, all laws, rules and regulations applicable to their use of the Site, their use of any tool, service or product offered on the Site and any transaction they enter into either on the Site or in connection with their use of the Site. Buyers should please note that Owners are responsible for and agree to abide by all laws, rules and regulations applicable to the listing and sale of their Horse and the conduct of their horse sale business. Please be aware that, even though we are not a party to any horse sale transaction and assume no liability for legal or regulatory compliance pertaining to any Horse listed on the Site, there may be circumstances where we are nevertheless obligated (as we may determine in our sole discretion) to provide information relating to any listing in order to comply with governmental or regulatory bodies investigations, litigation or administrative proceedings, and we may choose to comply with or disregard such obligation in our sole discretion.

2.4 RD Horses For Sale will charge a service fee payable by Buyers who buy a Horse via RD Horses For Sale. The service fee covers the use of the Site, including such features as 24/7 support, and is calculated as a percentage of the total purchase amount (which may or may not include additional fees, taxes, and damage deposits charged by the Owner). Depending on the laws of the jurisdiction of the Buyer and/or Owner, VAT or any other equivalent indirect taxes that are applicable under local law (“Taxes”) may be charged on top of the service fee and generally the applicable rate will be based on the Buyer’s declared location (where this is accurate). The specific service fee, plus any Taxes charged will be charged after the Owner accepts the offer made by the Buyer. Buyer agrees not to avoid or circumvent the service fee charged by RD Horses For Sale.

2.5 If the Buyer is VAT registered in a country which is an EU member state, it must provide RD Horses For Sale with the valid VAT number. This number has to be validated by VIES.

2.6 The Site is made up of Horses provided by Owners and content from other third parties. Such content is the responsibility of the Owner or third party creator of the content. We have no responsibility for such con-

tent as we are merely providing access to the content as a service to you and providing you with the facility to communicate with the Owner to enquire about a Horses and make agreements with the Owner for the sale of such Horses. All purchases you make are made directly with the Owner and your contract will be with the Owner. Any such contract will govern your right to buy the Horse, and may contain obligations to pay additional fees and taxes. RD Horses For Sale is not a party to any such contract and RD Horses For Sale has no liability to you for the Owner's provision of the Horse. We do not endorse, support, represent or guarantee the truthfulness, accuracy or reliability of any information in the Listings on the Site or any opinions/content posted by third parties.

3. Horse Listings and Interaction with Owners

3.1 Please note that Owners are entirely responsible for all of the information, including x-rays, health history and other content, relating to the Horses they offer ("Listings"), for updating them and ensuring (where relevant) that they are correctly translated. Thus, where a Listing is linked to an automated translation facility, such as Google Translate, it is the Owner's responsibility to ensure that the resulting translation is accurate, and to correct any deficiencies in it.

3.2 If a Buyer finds a Horse in which they are interested, they can send an information request to RD Horses For Sale (an "Enquiry" or "Enquiries") stating their name, e-mail address and telephone number, along with any requested information, without having to log in to the Site for the purpose. By sending an Enquiry and submitting your email address, you agree to receive communications from RD Horses For Sale regarding horses, services and promotions. You can opt out of receiving these communications at any time by by contacting us at Customer Support.

3.3 RD Horses For Sale may, from time to time, use third party e-mail servers to send and track receipt of the Enquiry emails, and analyse the pattern of Enquiry usage reported by these third party tracking systems. Our system does not hold messages indefinitely and they may not be accessible after the message has been delivered to you.

3.4 RD Horses For Sale has no responsibility for or otherwise stated involvement in, the communications between the Owner and Buyer.

4. Registration and establishing an Account

4.1 Should Buyers wish to use services available to them on the Site other than simply making an Enquiry, they must register with the Site. RD Horses For Sale does not authorise anyone to register with the Site unless they are able to enter into legally binding contracts. As a result of successfully completing the registration process, the Buyer obtains a user account for the Site (an "Account").

4.2 To obtain an Account, a Buyer must follow all of the instructions given by RD Horses For Sale during the registration process. A Buyer can sign up for an Account using a personal email address or alternatively can sign up using Facebook login credentials by clicking on the Facebook login button on the registration screen.

4.3 The Buyer's Account includes information which is made publicly available to other users of the Site and can also be seen by other internet users not registered on the Site, for example, it may show up in Google search engines. An Account includes, amongst other things:

A dedicated page, known as "My profile" page, on which the Buyer's profile name will be listed as a mandatory field. Other personal information are optional, at the discretion of the Buyer;

The availability to monitor specific Horses;

Save favourite Horses;

Add notes and create lists;

Save comments on Horses;

Place reviews of Horses;

Link Buyer's Facebook account. By logging in with Facebook or linking an Account with Facebook, the Buyer agrees to transfer their login credentials from Facebook and to display the list of Facebook friends who also have an Account with RD Horses For Sale. This information will be displayed on Buyer's profile page.

Share favourite Horses or lists with others, such as friends and family and social networks.

A link to Owner reviews (as defined below)

4.4 Buyers can deactivate their Account at any time and they can also unlink their Account and public page from Facebook at any time. Buyers can unlink their Accounts by going directly to their Buyers profile settings page. You understand and accept that even if you deactivate your Account data could be retained by RD Horses For Sale under the terms of the Site's Privacy Policy, or Cookie Notice. You understand and consent to the use of your data as outlined in the Privacy Policy and Cookie Notice. You also understand and accept that data relating to your transactions with RD Horses For Sale could have been transmitted to and remain on other sites, for example Google if Google search engine technology has copied content from RD Horses For Sale's sites or systems.

4.5 HomeAway also uses Google Analytics to gather statistics on Site usage. There are more details in the Privacy Policy and Cookie Notice and in Google's own privacy policy. Google may aggregate data they collect from their various services including Google Analytics, Google Translate, Google Maps and other Google services including YouTube. You understand and accept that the HomeAway Group has no control over Google's data collection.

5. Rights and obligations of RD Horses For Sale

5.1 RD Horses For Sale will endeavour to reproduce accurately on the Site any photographs supplied by Owner. However, Buyer acknowledges that deviations from original photos can occur when scanning non-digital images, due to individual screen settings and that RD Horses For Sale shall have no responsibility or liability for any such deviation.

5.2 Further, you also acknowledge that Owners and not RD Horses For Sale are responsible for the accuracy with which the photos and descriptions depict the relevant Horses.

5.3 RD Horses For Sale may occasionally undertake upgrades and maintenance of the Site, its platforms and systems. These works may result in restrictions on the usage. RD Horses For Sale will, where possible, aim to ensure that works that cause any such restriction are undertaken at a time when most Buyers' usage is least affected.

5.4 You acknowledge that RD Horses For Sale is not responsible for checking the identity, or for the behaviour, of Owners or for establishing the nature, condition or existence of a Horse.

6. Intellectual Property

6.1 All content that appears on the Site is protected by copyright and database rights. Reproduction of the Site, in whole or in part, including the copying of text, graphics or designs, is prohibited.

6.3 Where a Buyer submits to or transmits through the Site (or RD Horses For Sale's platform or systems) any content of any type, including text or images, the Buyer undertakes that he/she has the legal rights to do so.

6.4 To the extent that Buyers' reviews or other content may contain trademarks or other proprietary names or marks, Buyers undertake that they have the right to use such names or marks.

6.5 By submitting any form of content to the Site (including but not limited to all text, descriptions, reviews, photographs, and the like), the Buyers grants RD Horses For Sale and each of their subsidiary and affiliate companies, a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable (through multiple tiers) right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publically display and perform any such content throughout the world in any media, now known or hereafter devised for any purpose.

7. Buyers' Accounts and Communications

7.1 Buyers must provide only accurate and truthful information concerning their identity in their Accounts and profile pages, and any other communications on the Site, including reviews of Horses.

7.2 Messages sent via RD Horses For Sale's systems should only relate to genuine Enquiries. We do not tolerate spam or unsolicited commercial electronic communications of any kind. It is prohibited to misuse RD Horses For Sale's systems, such as by sending unsolicited commercial communications (spam) or disclosing

personal information of users to a third party, unless you have the express permission from the user. E-mails and Site recommendations transmitted via the “Recommend this Site” function should only be sent with the recipient’s consent. You agree that you will protect other users’ personal information with the same degree of care that you protect your own confidential information (using at minimum a reasonable standard of care), and you assume all liability for the misuse, loss, or unauthorised transfer of such information.

7.3 RD Horses For Sale complies with its Privacy Policy. Further details can be obtained from the Privacy Policy. The Buyer consents to the use of his data as outlined in the Privacy Policy. Buyers should note, Owners have generally authorised RD Horses For Sale to forward the Owner’s contact details, including telephone number, to Buyers in connection with a Horse sale. Buyers may ask for these details to be supplied on production of proof of the sale; alternatively, these details may be made available to Buyers through their Accounts.

8. Indemnification

You agree to defend, indemnify and hold harmless RD Horses For Sale and its equity holders, officers, directors, employees and agents against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including but not limited to reasonable legal and accounting fees, brought or occasioned by third parties alleging, arising out of, or in connection with: (a) any material or content you provide to the Site; (b) your use of any content on the Site; or (c) your use of the Horse. RD Horses For Sale will provide notice to you promptly of any such claims.

9. Prohibitions

The Buyer shall not directly or indirectly:

With respect to the Site, its content, and databases comprised in the Site, in any form, whether by using automatic devices or manual processes, exploit, copy, distribute, reproduce, edit, translate, make publicly accessible or decompile any of the same;

Monitor content on the Site or RD Horses For Sale’s platform or systems by means of robots, spiders, or other automatic instruments; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines (not including any website or search engine or other service that provides classified listings or adverts for horses available for sale, or any subset of the same or which is in the business of providing services that compete with the RD Horses For Sale) and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with RD Horses For Sale’s robots.txt file;

Use the Site or the tools and services on the Site for the purpose of buying or soliciting a sale for a horse other than a Horse under a valid Listing;

Reproduce any portion of the Site on another website or otherwise, using any device including, but not limited to, use of a frame or border environment around the Site, or any other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the Site;

Upload or send to the Site (or RD Horses For Sale’s platform or systems) any contents or programs, which on account of their size or nature, might damage RD Horses For Sale’s computers or networks;

Include content on the Site (or RD Horses For Sale’s platform or systems) that breaches any applicable criminal or other laws, or encourages any such breach;

Use or access the Site or RD Horses For Sale’s platform or systems in any way that might endanger any computer system or network, including by making available any virus (for which purpose, “virus” includes any program introduced into a system deliberately which carries out a useless and/or destructive function, such as displaying an irritating message or systematically over-writing the information on a user’s hard disk);

Post or transmit information that is in any way false, fraudulent, or misleading, or engage in any act that may be considered “phishing” (whether primary, secondary or other) or that would give rise to criminal or civil liability;

Post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, indecent, inflam-

matory, sexually explicit, pornographic or profane material; or

Refer to RD Horses For Sale or any RD Horses For Sale Affiliate in any way that might lead someone to believe that the Buyer or any website is sponsored by, affiliated with, or endorsed by RD Horses For Sale or any RD Horses For Sale Affiliate.

10. Right to delete content

Buyers are responsible for ensuring that their communications, and content posted, through or in connection with the Site, including reviews and communications with Owners, do not infringe the law, the rights of any person or entity, or contain false information, personal insults, anything libellous, slanderous or defamatory, anything that infringes copyright, data protection law. RD Horses For Sale may review any data on the Site or RD Horses For Sale's platform or systems and delete it or alter it when it is no longer accurate or up-to-date. Without prejudice to any other available remedies, RD Horses For Sale shall be entitled immediately to remove from the Site any communications or content that infringes these requirements, and to suspend or prevent the usage of any related Account.

11. Notifications

11.1 Any messages to us may be sent using the Contact Form or by post to RD Horses For Sale, Jan van Goyenkade 40 2311 BC Leiden, The Netherlands.

11.2 Notifications of copyright infringement must contain:

Your postal address, telephone number and e-mail address

Precise details about the content in question (insertion of the text or image) including a link to the website;

A signed declaration in lieu of an oath, which evidences that you:

Hold the exclusive rights to use the work;

Have not authorised the use of the material in question in this form.

12. Liability of RD Horses For Sale

12.1 The Site is merely a venue allowing you to view Horses listed on the Site, communicate with Owners in respect of any queries or questions you may have, or to make a sale with an Owner for a Horse. We accept no liability in relation to any contract you enter into with an Owner or for any Horse you buy, nor do we accept liability for the acts or omissions of any Owners or other person(s) or party(ies) connected with the Horse. For all Horses, your contract will be with the Owner and their terms and conditions will apply to your purchase. These terms and conditions may limit and/or exclude their liability to you and you are advised to read them carefully before buying a Horse.

12.2 We do not provide liability insurance protection for Owners or Buyers; regardless of whether a user obtains insurance coverage through one of our third party providers. Buyers are advised to obtain suitable horse insurance to cover their purchase for the Horse from an Owner, including in the event they have to cancel their purchase. It is the Buyer's responsibility to ensure that the insurance it purchases is adequate and appropriate for the Buyer's particular needs.

12.3 In no event will RD Horses For Sale or any of its subsidiaries, affiliates, officers, directors, consultants, agents and/or employees or any third party provider of a tool offered on any site of a member of RD Horses For Sale be liable for any lost profits or any indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from the Site or RD Horses For Sale's platform or systems, any materials or content you submit to the Site, and your use of the Site and/or any transaction between users, even if RD Horses For Sale has been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from breach of contract, negligence or any other cause of action. If you are dissatisfied with the Site (or the RD Horses For Sale platform or systems), then your sole and exclusive remedy against RD Horses For Sale is to discontinue using the Site. Nothing in these terms and conditions shall exclude or restrict RD Horses For Sale's liability for death or personal injury resulting from its negligence; nor for RD Horses For Sale's fraud or fraudulent misrepresentation.