

Horsefinder Website Terms and Conditions of Supply

This page (together with our *Terms of Website Use* tells you information about us and the legal terms and conditions (**Terms**) on which we sell advertising space (herein defined as **Ad Space or Advert**) listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the sale of Ad Space to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Ad Space from our site. Please note that before placing an order you will be asked to agree to these Terms.

Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you refuse to accept these Terms, you will not be able to order any Products from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Ad Space, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 10 December 2012.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

1.1 We operate the website www.horsefinder.co.uk. We are Pro-Act Marketing Limited a company registered in England and Wales under company number 07084497 and with our registered office at 18 Newport Street, Tiverton, Devon. EX16 6NL. Our main trading address is 3 Cedar Court Tiverton EX16 6GT. Our VAT number is 982 6311 07.

1.2 To contact us, please see our Contact Us page.

2. Our Products

2.1 The images and dimensions of the Ad Space on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Advert. Your Ad Space may vary slightly from those images.

- 2.2 All Ad Space shown on our site is subject to availability. We will inform you by e-mail as soon as possible if the Ad Space you have ordered is not available and we will not process your order if made.

3. **Use of our site**

Your use of our site is governed by our *Terms of website use*. Please take the time to read these, as they include important terms which apply to you.

4. **How we use your personal information**

We only use your personal information in accordance our *Privacy Policy* For details, please see our *Privacy Policy*. Please take the time to read these, as they include important terms which apply to you.

5. **If you are a consumer**

This clause 5 only applies if you are a consumer.

- 5.1 If you are a consumer, you may only purchase Ad Space from our site if you are at least 18 years old.

- 5.2 As a consumer, you have legal rights in relation to Ad Space that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

6. **If you are a business customer**

This clause 6 only applies if you are a business.

- 6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Ad Space.

- 6.2 These Terms and any document expressly referred to in our *Terms of Website Use* constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the us which is not set out in these Terms or any document expressly referred to in our *Terms of Website Use*.

7. **How the contract is formed between you and us**

- 7.1 If you are a consumer, for the steps you need to take to place an order on our site, please see our 'How to Place an Advert' page. If you are a business customer, please see our 'Corporate Advertising' page.
- 7.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 7.3 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 7.4.
- 7.4 We will confirm our acceptance to you by sending you an e-mail that confirms that the Ad Space has been ordered (**Order Confirmation**). The Contract between us will only be formed when we send you the Order Confirmation.
- 7.5 If we are unable to supply you with a Product and you have already paid for the Ad Space, we will refund you the full amount as soon as possible.

8. **Our right to vary these terms**

- 8.1 We may revise these Terms from time to time in the following circumstances:
- (a) changes in how we accept payment from you; and
 - (b) changes in relevant laws and regulatory requirements.
- 8.2 Every time you order Ad Space from us, the Terms in force at that time will apply to the Contract between you and us.
- 8.3 Whenever we revise these Terms in accordance with this clause 8, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

9. **Your consumer right of return and refund**

This clause 9 only applies if you are a consumer.

- 9.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause 9.2. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to

keep Ad Space for the contractual period as stipulated on our site, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

- 9.2 Your legal right to cancel a Contract starts from the date of the Order Confirmation, which is when the Contract between us is formed. If the Ad Space has already been prepared for you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.
- 9.3 To cancel a Contract, you must contact us in writing by sending an e-mail to info@horsefinder.co.uk, sending a letter to Horsefinder, 3 Cedar Court Tiverton Business Park, Tiverton EX16 6GT or please contact our Customer Services telephone line on 07766 797545. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us. If you call us to notify us of your cancellation, then your cancellation is effective from the date you telephone us.
- 9.4 You will receive a full refund of the price you paid for the Ad Space and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 9.3. If you returned the Products to us because they were faulty or mis-described, please see clause 9.5.
- 9.5 If you have cancelling the Ad Space under this clause 9 because it is faulty or mis-described, we will refund the price of a defective Ad Space in full. **You cannot cancel Ad Space if you have already received enquiries or a sale through the use of it.**
- 9.6 We refund you on the credit card or debit card used by you to pay.
- 9.7 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Order Confirmation.
- 9.8 As a consumer, you will always have legal rights in relation to Ad Space that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 9 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

10. Delivery (provision of advertising space)

10.1 Your order will be fulfilled by the estimated delivery date set out in the Order Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

10.2 The Advert will be your responsibility from the completion of delivery.

11. Price of Ad Space

11.1 The prices of the Ad Space will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of Ad Space are correct at the time when the relevant information was entered onto the system.

11.2 Prices for our Ad Space may change from time to time, but changes will not affect any order which we have confirmed with an Order Confirmation.

12. How to pay

12.1 You can only pay for Ad Space using a debit card or credit card. We accept the following cards: Mastercard, Visa, Visa debit, Visa Electron, Maestro, American Express.

12.2 Payment for the Ad Space and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

13. Our warranty for the Adverts

13.1 Our Ad Space is sold without warranty or guarantee.

13.2 If you are a consumer, this warranty is in addition to your legal rights in relation to Ad Space that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

14. Our liability if you are a business

This clause 14 only applies if you are a business customer.

14.1 We only supply the Ad Space for internal use by your business, and you agree not to use the Ad Space for any re-sale purposes.

- 14.2 Nothing in these Terms limit or exclude our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (d) defective products under the Consumer Protection Act 1987.
- 14.3 Subject to clause 14.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; or
 - (f) any indirect or consequential loss.
- 14.4 Subject to clause 14.2 and clause 14.3 , our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Ad Space.
- 14.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Ad Space. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

15. **Our liability if you are a consumer**

This clause 15 only applies if you are a consumer.

- 15.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

- 15.2 We only supply the Ad Space for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 15.3 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) defective products under the Consumer Protection Act 1987.

16. **Events outside our control**

- 16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 16.2.
- 16.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 16.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Ad Space to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

17. Communications between us

- 17.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 17.2 If you are a consumer:
- (a) To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you must contact us in writing by sending an e-mail to info@horsefinder.co.uk. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.
 - (b) If you wish to contact us in writing for any other reason, you can send this to us by e-mail or by pre-paid post to Pro-Act Marketing Limited at 3 Cedar Court Tiverton Business Park, Tiverton EX16 6GT. You can always contact us using our Customer Services telephone line.
- 17.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- 17.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. Other important terms

- 18.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing or by posting on this webpage if this happens.
- 18.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

- 18.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 18.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 18.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 18.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 18.7 If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Horsefinder Website Terms & Conditions of Use.

Welcome to the Horsefinder website. Horsefinder is an online horse classifieds website in the United Kingdom.

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website [www.horsefinder.co.uk] (**our site**), 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.

1. Information about us

[www.horsefinder.co.uk] is a site operated by Pro-Act Marketing Limited (**We**). We are registered in England and Wales under company number 07084497 and have our registered office at 18 Newport Street, Tiverton, Devon. EX16 6NL. Our main trading address is 3 Cedar Court Tiverton Business Park, Tiverton EX16 6GT or. Our VAT number is 982 6311 07.

2. Accessing our site

- 2.1 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.
- 2.2 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.
- 2.3 If you choose, or you are provided with, a user identification code, password or any other piece of information 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 identification code 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.
- 2.4 When using our site, you must comply with the provisions of these terms and conditions and any other applicable provisions (such as the supply of advertising space or other products supplied via our site).
- 2.5 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.

3. Privacy Policy

3.1 For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Pro-Act Marketing Limited of 3 Cedar Court Tiverton Business Park, Tiverton EX16 6GT or.

3.2 Please note that the privacy of our visitors at 'Horsefinder' is very important to us. We recognise that the privacy of your personal information is very important. Here is some information on the types of personal information we or third-parties may receive and collect when you use and visit our site, and how we safeguard your information. Please note that we never sell your personal information to third parties.

3.3 We may collect and use the data contained in log files which can include your IP address, your ISP (internet service provider), the browser you used to visit our site (such as Internet Explorer, Google Chrome or Mozilla Firefox), the time you visited and spent on our site and which pages you visited on our site.

4. Information we may collect from you

We may collect and process the following data about you:

- Information that you provide by filling in forms on our site. This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with our site.
- If you contact us, we may keep a record of that correspondence.
- Details of transactions you carry out through our site and of the fulfilment of your orders.
- Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

5. IP addresses

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

6. Cookie usage Policy

We do use cookies to store information, such as your personal preferences when you visit our site. This could include showing you a popup once in your visit, or the ability to login to some of our features. We also use third party advertisements to support our site. Some of these advertisers may use technology such as cookies

and web beacons when they advertise on our site, which will also send these advertisers (such as Google through the Google AdSense program) information about your IP address, your ISP, the browser you used to visit our site, and in some cases, whether you have Flash installed. This is generally used for geo-targeting purposes or showing certain ads based on specific sites visited (such as showing cooking ads to someone who frequents cooking sites). Use of this site is your acceptance of this policy.

7. Where we store your personal data

7.1 The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

7.2 All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

7.3 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

8. Uses made of the information

8.1 We use information held about you in the following ways:

8.2 We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post or telephone.

8.3 If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

8.4 If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

8.5 If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data (the registration form).

8.6 We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

9. Disclosure of your information

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Pro-Act Marketing Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of Pro-Act Marketing Limited, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

10. Your rights

10.1 You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at info@horsefinder.co.uk.

10.2 Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these

websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

11. Access to information

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

12. Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

13. Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to info@horsefinder.co.uk.

14. The use of Horsefinder

As a condition of using the Horsefinder website, you agree that you won't:

- Post any abusive, threatening, defamatory or indecent material.
- Post any images, information or other material which doesn't belong to yourself or infringes upon other people's rights.
- Copy other peoples content without their consent.
- Use any kind of site scrapers or other automated services to collect information from the site for use on other websites without our permission. This includes the use of tools to harvest email addresses or horse adverts from the website.
- Post non related adverts on the website or spam the website by posting multiple copies of your adverts. We only allow adverts for horses, horseboxes and horse equipment for sale. We do not allow posting of adverts for other services.
- Attempt to gain unauthorised access to any of the Services, other accounts, computer systems or networks connected to the Website/Services through hacking, password mining or any other means.
- Use the Website/Services in any manner that could damage, disable, overburden or impair the Website/Services or interfere with any other party's use and enjoyment of the Website/Services.
- Impersonate any person or entity for the purpose of misleading others.

15. Contacting Advertisers

As a condition of using the Horsefinder website, you agree that when contacting our advertisers, you won't:

- Send any abusive or threatening emails, or make any abusive or threatening phone calls.
- Use our advertisers contact details or the Horsefinder contact forms to send spam to our advertisers or messages unrelated to their advertisements.

16. Copyright Infringement

16.1 As a condition of using the Horsefinder website, you acknowledge and agree that we may preserve or disclose your information and content, if required to do so by law or in the good faith belief that such disclosure is necessary to:

- Identify copyrighted material or other intellectual property that you claim has been infringed upon.
- Identify the material on our website that you claim is infringing, with enough detail so that we can locate it on the website.
- Confirm a statement by you that content displayed is not authorised by the copyright owner, its agent, or the law.
- You may not infringe or attempt to infringe on the privacy or the rights of other Horsefinder users. This includes you storing or trying to store personal data of other Horsefinder users. We will remove any infringing listings.
- If you believe that any of your content or material has been copied in a way that infringes copyright, or your intellectual property rights have been otherwise violated, please inform us immediately by contacting Horsefinder support using the contact form.

16.2 By using the Horsefinder website, you understand that:

- All horse adverts, messages, images, photos, and all other content posted on, transmitted through, or linked from Horsefinder, are the sole responsibility of the person from whom such content originated.
- You are entirely responsible for all the content that you add, upload, email or otherwise make available via Horsefinder.
- Horsefinder does not control and is not responsible for content made available through the website.
- We cannot guarantee that all adverts are placed by genuine people. You should therefore make sure you are careful when contacting advertisers. Under no circumstances will Horsefinder be liable in any way for any loss or damage of any kind incurred as a result of the use of any content listed, emailed or otherwise made available via the website.
- You acknowledge that Horsefinder does not approve all content. We will have the right to refuse, delete or move any content that is available via the service, for violating our terms or for any other reason.

17. Our Intellectual property rights

17.1 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.

17.2 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.

17.3 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.

17.4 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

17.5 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.

17.6 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.

18. Reliance on information posted

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.

19. Our site changes regularly

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.

20. Termination of Service

Horsefinder reserves the right to terminate your access to any or all of the services at any time, without notice, for any reason, including without limitation, breach of these Terms and Conditions. We may also at any time, at our sole discretion, discontinue the Website/Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the Website/Services.

21. Disclaimers and Limitation of Liability

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

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

- 21.2 To the extent permitted by law, Horsefinder will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of income or revenue, business, opportunity, data, profits or contracts, anticipated savings, goodwill, management or office time) arising out of or in connection with the use of the website and its services whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 21.3 Horsefinder does not warrant that functions contained in the Horsefinder website content will be uninterrupted or error free, that defects will be corrected, or that horsefinder.co.uk or the server that makes it available are free of viruses or bugs.
- 21.4 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.

22. Forum Use

22.1 Access to and use of our website www.horsefinder.co.uk both within the UK and internationally is provided on the following terms and conditions:

- By using the website you agree to be bound by these terms, which shall take effect immediately on your first use of the website. If you do not agree to be bound by all of the following terms please do not access, use and/or contribute to the website.
- We reserve the right to update or amend these Terms and Conditions at any time and your continued use of the website following any changes shall be deemed to be your acceptance of such change. It is therefore your responsibility to check the Forum Terms and Conditions regularly for any changes.
- You agree not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.
- You agree not use our website in any way which is unlawful, illegal, harmful or fraudulent, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- You agree not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under English and other applicable law. All material you copy, publish or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime.

- We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you. We reserve the right to remove, edit, move or close any thread for any reason.
- The moderators and administrators on this website are volunteers who help the Website run smoothly, by moving, editing and removing posts and users. However it is not feasible for them to read every post. The majority of content posted on the website forum is created by members of the public. The views expressed are theirs and unless specifically stated are not those of the website or its owners. Neither the website, its owners or moderators are responsible for any content posted by members of the public on the website or for the availability or content of any third party sites that are accessible through the website. Any links to third party websites from the website do not amount to any endorsement of that site by Horsefinder or Pro-Act Marketing Ltd and any use of that site by you is at your own risk.
- Nothing in these terms and conditions limits or excludes the website or owners liability for death or personal injury caused by its proven negligence. Subject to the previous sentence, the website or owners shall not be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the website regardless of the form of action.
- If any of these terms and conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive and continue to be binding and enforceable.
- The failure or delay of the website, its owners or moderators to exercise or enforce any right in these terms and conditions does not waive the websites and its owners right to enforce that right. These terms shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes. You also agree to abide by any rules of the website which are listed in the 'Forum Rules' below.

22.2 Use of the forum is acceptance of these rules:

- Advertising of any commercial product or service on these forums is not permitted. Chain letters and pyramid schemes are similarly prohibited.
- Any material which constitutes defamation, harassment, or abuse is strictly prohibited. Use common sense while posting.
- Material that is sexually or otherwise obscene, racist, or otherwise overly discriminatory is not permitted on these forums. This includes user pictures.
- Providing or asking for information on how to illegally obtain or provide software or music is forbidden.

- Posting a thread in more than one forum is not allowed. Signatures should not be more than 3 lines of text.
- Comments and forum messages are owned by the poster.

23. Advertising and Submissions - Terms and Conditions

23.1 Contracts for the supply of adverts and submissions formed through our site or as a result of visits made by you are governed by our terms and conditions of supply.

23.2 While every endeavour will be made to meet the wishes of Advertisers, Horsefinder does not guarantee the insertion, the position, or the colour of any particular advertisement.

- Horsefinder does not accept responsibility for any loss or damage caused by (a) and error, inaccuracy or omission in the publishing of the advertisement; (b) for any failure to publish an advertisement on the date or dates specified by the Advertiser; (c) for the publication of an advertisement on the date or dates specified by the Advertiser whether the actual date be earlier or later than the date or dates specified.
- Horsefinder reserves the right to omit, suspend, or change the position of any advertisement, even if it has already been accepted for publication.
- Horsefinder reserves the right to make any alteration it considers necessary or desirable in an advertisement and to require artwork or copy to be amended to meet its approval.

23.3 The Advertiser shall be responsible for checking an advertisement on each occasion that it is published. If Horsefinder is shown to have made an error or inaccuracy in the insertion of or omission to insert any advertisement it shall make a refund or adjustment to the cost of the advertisement at a rate agreed between Horsefinder and the Advertiser. No refund or adjustment will be made if the error or inaccuracy does not materially affect the cost or detract from the advertisement.

23.4 Horsefinder reserves the right to increase advertisement rates at any time or to amend the terms of contract as regards space or frequency of insertion. In such event the Advertiser has the option of cancelling the balance of the contract without surcharge.

23.5 Horsefinder reserves the right of surcharge in the event of insertions not being completed within the contractual period.

23.6 Credit accounts are strictly net and unless by prior agreement will be pre-paid. Where credit agreement exists our terms are that our account must be settled within 28 days of the date of the advertisement. If the account is overdue, Horsefinder reserves the right to suspend insertions.

23.7 The Advertiser/Advertising Agency agrees to indemnify Horsefinder in respect of all costs, damages, or other charges falling upon Horsefinder as the result of

legal actions or threatened legal actions arising from the publication of the advertisement, or any one or more of the series of advertisements, published in accordance with the copy instructions supplied in pursuance of the Advertiser's/Advertising Agency's order. In any case where a claim is made against Horsefinder or Horsefinder is used in litigation the Advertiser/Advertising Agency may ultimately be liable under the terms hereof, notice in writing shall be given to the Advertiser/Advertising Agency, and consultation shall take place before any expense is incurred or the claim is settled or the case is defended or otherwise disposed of.

23.8 Copy must be supplied without application from Horsefinder. In the event of copy instructions not being received by the copy date Horsefinder reserves the right to repeat copy last used. Horsefinder cannot accept changes in dates of insertion unless these are confirmed in writing in time for the change to be made. Horsefinder reserves the right to charge for any additional expense involved in such changes.

23.9 The placing of an order for the insertion of an advertisement shall amount to an acceptance of the above conditions and any conditions stipulated on an Agency's order form or elsewhere by an Agency or an Advertiser shall be void insofar as they are in conflict with them.

23.10 Classified advertisements for horses and all other private sales ads must be pre-paid and refunds on cancellation are not given.

23.11 The Business Advertisement (Disclosure) Order 1977 requires all advertisements by people who seek to sell goods, in the course of a business, to make that fact clear. It is the responsibility of the advertiser to comply with the above Order by using the word TRADE or Capital 'T'.

23.12 Horsefinder reserves the right to publish advertisements in any of its other websites as well as on associated websites.

23.13 Refunds cannot be given on cancellations of advertisements which have already been published in any of our websites.

23.14 You may not copy, reproduce, re-publish, download, post, broadcast, transmit, make available to the public, or otherwise use Horsefinder content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any Horsefinder content except for your own personal, non-commercial use. Any other use of Horsefinder content requires the prior written permission of Horsefinder.

23.15 You agree to use Horsefinder only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use of Horsefinder. Prohibited behaviour includes harassing, causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within Horsefinder.

24. Contributions to the Horsefinder website

24.1 Where you are invited to submit any contribution to horsefinder.co.uk (including any text, photographs, graphics, video or audio) you agree, by

submitting your contribution, to grant Horsefinder a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the Horsefinder Privacy Policy. If you do not want to grant to Horsefinder the rights set out above, please do not submit your contribution to horsefinder.co.uk.

24.2 Further to the above paragraph, by submitting your contribution to horsefinder.co.uk, you warrant that your contribution is your own original work and that you have the right to make it available to Horsefinder for all the purposes specified above; is not defamatory; and does not infringe any law; and indemnify Horsefinder against all legal fees, damages and other expenses that may be incurred by Horsefinder as a result of your breach of the above warranty; and waive any moral rights in your contribution for the purposes of its submission to and publication on horsefinder.co.uk and the purposes specified above.

24.3 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.

25. Submission Rules

- You may not submit any defamatory or illegal material of any nature to horsefinder.co.uk via the Place Your Advert facility or otherwise. This includes text, graphics, video, programs or audio. Contributing material with the intention of committing or promoting an illegal act is strictly prohibited.
- You agree to only submit materials which are your own original work. You must not violate, plagiarise, or infringe the rights of third parties including copyright, trademark, trade secrets, privacy, publicity, personal or proprietary rights.
- If you post or send offensive or inappropriate content anywhere on or to horsefinder.co.uk or otherwise engage in any disruptive behaviour on horsefinder.co.uk, and Horsefinder considers such behaviour to be serious and/or repeated, Horsefinder may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement/s.
- Horsefinder reserves the right to delete any contribution, or take action against any advertiser, at any time, for any reason.

26. General

- 26.1 If there is any conflict between these terms and specific terms appearing elsewhere on any Horsefinder information, then the latter shall prevail save as in respect of the sale and supply of advertising space.
- 26.2 If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
- 26.3 These terms shall be governed by and interpreted in accordance with the laws of England and Wales.
- 26.4 Horsefinder is a trading style of Pro-act Marketing Ltd.

27. Competitions

- 27.1 Horsefinder competitions are only available to entrants from the United Kingdom.
- 27.2 A valid email address must be provided so that Horsefinder may contact you to award you with your prize. Entries received after mid-day on the closing day of the competition will be null and void.
- 27.3 By entering a competition you accept to receive relevant email newsletters or marketing in relation to Horsefinder free of charge. Emails may be sent regularly but not excessively.
- 27.4 If you do not wish to continue your subscription to this email service you can opt-out at any time by following the link found in the email or by contacting us through the Horsefinder website.
- 27.5 Judging of competitions will be undertaken by a select committee on the date advertised and will be announced on the Horsefinder website or by email at our discretion.
- 27.6 By registering with Horsefinder you can select to receive email communications at least once a month. If you do not wish to receive these newsletters you may unsubscribe from the mailing list once you have registered using the link to your personal details on the site home page or via the email itself.

28. Viruses, hacking and other offences

- 28.1 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.

28.2 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.

28.3 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.

29. Linking to our site

29.1 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.

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

29.3 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 in these terms and conditions.

29.4 If you wish to make any use of material on our site other than that set out above, please address your request to info@horsefinder.co.uk.

30. Links from our site

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.

31. Jurisdiction and applicable law

31.1 The English courts will have 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.

31.2 These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.