



**Publisher:** HORSE REPUBLIC SAS

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**Director of publication:** Mrs Florence Amalou

**Hosting:** Linode, Frankfurt (Germany)

**Contact for Subscriptions and Support:** [hello@horserepublic.com](mailto:hello@horserepublic.com)

## GENERAL SALES CONDITIONS

These **General Sales Conditions (GSC)** are intended to define the conditions under which the **Customer** (an individual or legal entity applying for a subscription to the Site or ordering services offered on the Site) may order subscriptions and/or services from the website [www.horserepublic.com](http://www.horserepublic.com) and/or mobile applications (collectively the '**Site**').

These General Sales Conditions (GSC) apply to all subscriptions and services provided on the Site, subject to special provisions specific to certain orders and detailed below (*Sections 3 and 4 below*). These provisions apply concomitantly with the Privacy Policy and Terms of Service (TOS) of the Site.

Horse Republic reserves the right to modify the General Sales Conditions (GSC) at any time, and especially if necessary to comply with any regulatory, legal, editorial and/or technical changes. In the event that these GSC are modified, the ones applicable to your order will be those that were online and which you accepted on the day when you placed your order. However, if any provision of these General Sales Conditions (GSC) should be considered or deemed unenforceable or invalid, it will be disregarded without affecting the enforceability and validity of the remaining provisions, which shall remain applicable.

The new General Sales Conditions (GSC) will, if appropriate, be brought to your attention by changes made online and will apply only to sales made after the changes. The currently valid General Sales Conditions (GSC) in French are available at any time on the Site.

## **1. Scope of application**

**1.1** Use the Site for a subscription and/or ordering services from the Site implies full and unconditional acceptance of these General Sales Conditions (GSC), along with the Terms of Service (TOS) and the Privacy Policy, which represent the agreement between the Customer and Horse Republic.

This acceptance is considered made once the Customer has ticked the box next to the words '*I accept the General Sales Conditions and the Terms of Service and the Privacy Policy*' and/or has confirmed an order or booking service on the Site.

**1.2** In the event of non-compliance with the provisions of these General Sales Conditions (GSC), Horse Republic reserves the right to take any steps to ensure their implementation and to preserve its interests, and reserves the right to suspend and/or terminate automatically, without compensation, without notice, and without judicial formalities, any subscriptions and access to services.

**1.3** Any contrary condition not accepted by Horse Republic is unenforceable. The fact that Horse Republic does not invoke any provision of these General Sales Conditions (GSC) does not constitute a waiver on its part to do so at a later date.

## **2. Terms of Access**

**2.1** Access to the Site is possible at any time except in cases of force majeure or events beyond the control of Horse Republic and subject to any breakdowns and maintenance or changes of operation necessary for the proper functioning of the Site that may be carried out without prior notice or compensation.

The equipment, computer resources, and Internet connection costs (computers, software, telecommunications, etc.) allowing access to the Site and its contents are the sole responsibility of each Customer as well as any costs for communication associated with their use. Customers are solely responsible for the operation of their computer equipment and Internet access.

Horse Republic reserves the right to make any modifications and improvements to the Site that it deems necessary or useful for the proper functioning of the Site and its services.

**2.2** Taking out a paid subscription is not required for access to the free areas of the Site and the editorial content available there. Only your full name and the creation of a password are required.

In order to benefit from all the PREMIUM services offered by the Site and in particular to make bookings or order Good Deals from our partners, you must become a 'Premium Member' by creating a PREMIUM account ('Horse Republic Account') and taking out a paid subscription to the Site.

To create a PREMIUM Horse Republic Account, the Customer must fill in the required fields on the entry form, including name, date of birth,

email address, mailing address, phone number, and password. To register as a (free) Member, only your name, surname, email address, and password are required.

The information provided must be accurate, complete, and kept up to date with any changes in circumstances.

A username (address and password) will permit Premium Members to identify themselves and connect to the services on subsequent visits to the Site. This information is personal and confidential and may only be changed at the request of the user or by Horse Republic

When subscribing, opening an account, or placing an order on the Site, each Member agrees to provide accurate, exact, up-to-date, and complete information and to keep it current. You must provide a valid email address.

**2.3** Customers agree not to use a false or stolen username or one likely to mislead Horse Republic or third parties.

A Customer may set up only one Horse Republic Account.

Since the accuracy of the information provided by Customers cannot be verified by Horse Republic, Customers must acknowledge that providing any information that is incorrect, incomplete, or misleading is likely to incur liability both toward Horse Republic and with regard to third parties.

In the event that information you provide is false, inaccurate, or incomplete, Horse Republic is entitled without prior notice or compensation to suspend or terminate a subscription and/or cancel or deny access both immediately and for the future, temporarily or permanently, to all or part of the Site and its services.

**2.4** Once the conditions required for registration are met, each Customer will receive a username and a password that are strictly personal and confidential and should not be disclosed to or shared with third parties.

Any order or booking made using your username and password will be deemed to have been made by you. In the event of disclosure of your usernames and passwords, you may report this to Horse Republic and request deactivation at [hello@horserepublic.com](mailto:hello@horserepublic.com).

The Customer is fully responsible any access to the Site that uses the Customer's username and password until Horse Republic has been informed of their disclosure or theft.

**2.5** Anyone may place orders for services on the Site. Nevertheless, the use of services of the Site is restricted to private individuals capable of undertaking obligations.

As such, you confirm that you are age 18 or over, which allows you to subscribe to or enter our Site and/or to subscribe or place an order and you also confirm that you have the legal capacity to be a user in accordance with these General Sales Conditions (GSC).

Minors are allowed to take out a subscription or place orders for services on the Site, provided they have first obtained the approval of parents or guardians, and provided that these persons have agreed to guarantee compliance by the minor to these General Sales Conditions (GSC). Horse Republic reserves the right to terminate any subscription taken out by a minor who cannot provide such approval.

Any use of services and/or subscriptions on the Site by a minor shall be conducted under the full responsibility of parents or guardians in charge of the minor concerned. These individuals acknowledge their responsibility to monitor the use of services by minors.

**2.7** Customers may delete their accounts by simply making a request to this effect to Horse Republic.

This cancellation request will make services and content of the Site requiring logon inaccessible, including any content accessible by subscription.

### **3.     Subscriptions**

**3.1** The Site provides access to areas and offers services that are accessible by subscription only. You can subscribe at any time on AppleStore or GooglePlay store (except during maintenance periods). Customers must be registered as Horse Republic members in order to take out a subscription.

The basic features of the subscriptions (content, duration, price, etc) are given under the menu item ‘Become Premium’.

For purchases and Premium subscriptions made from the Horse Republic app, payment is made online via AppleStore (see terms for AppStore) or GooglePlay Store via the internal payment system of these platforms. Horse Republic does not have access to this data. To find out how these third-party operators handle your personal data, you are invited to consult Horse Republic's own privacy policies.

Subscriptions are monthly or yearly. They can only be cancelled directly by using the members’s device in his Subscriptions section (“Settings”). Forgetting to cancel a Premium Subscription are not cause of refunding. In the event of cancellation, subscriptions will continue to run until the end of the period subscribed to. Subscriptions will be renewed for the same period without notice when they expire.

An acknowledgment will be sent to the Customer’s email address given on the order form by both the Store they subscribed through and Horse Republic. This acknowledgment implies acceptance of the order and confirms the transaction, subject to the agreement of the bank payment centre concerned. If the payment centre declines the transaction, your order will be cancelled.

The Customer acknowledges that the data recorded on the Site constitutes proof of the transaction and the data recorded by the payment system described below is proof of the financial transaction.

**3.2** Current offers are those displayed on the site on the day the subscription is taken out, and Horse Republic reserves the right to modify these any time.

Subscription fees are payable in euros and include all taxes. Subscription offers and prices are valid as long as they are visible on the Site. Horse Republic reserves the right to change prices at any time. The subscriptions will be billed based on rates in effect at the time the order is placed. The prices for your order are therefore indicated on the page summarising the contents of your cart before you confirm your order. Prices include the VAT applicable on the date of the order. Any change in the applicable rate will be reflected in the price of subscriptions or services. No invoice for the Premium subscriptions shall be issued by Horse Republic when paid on a Store. The Store shall provide the invoice requested.

**3.3** The subscription period will depend on the option chosen when you subscribe: either a monthly or an annual subscription.

At the end of the subscription period, the subscription will be renewed without notice unless prior notice is given prior to the expiry date, as described in Section 3.1. above.

Horse Republic reserves the right to suspend or close a Horse Republic Account and block access to content available by subscription without notice in the event that the Customer disseminates content in violation of French law and/or these General Sales Conditions (GSC). A refund will be made corresponding to the subscription period remaining.

#### **4. Horse Republic Market Place: using the Site to book services offered by third parties**

##### **4.1 Purpose of the Market Place:**

Horse Republic offers an online Market Place for referral to service providers and **Users** (customers who eligible for service orders offered on the Horse Republic Market Place).

Only Premium Members have access to the Horse Republic Market Place. Service Providers must be Premium Members in order to be able to market services on the Horse Republic Market Place.

These General Sales Conditions (GSC) are intended to govern the rights and obligations of users who are put into contact via the Site with third-party providers registered on the site.

All access and/or use of the Site implies the unconditional acceptance of and compliance with all terms of these General Sales Conditions (GSC) and the Terms of Service (TOS).

#### 4.2 Conditions of access to Market Place services

The User must be at least 18 years old and legally able to contract and use the Site in accordance with these General Sales Conditions (GSC). Minors are allowed to take out a subscription or place orders for services on the Site, provided they have first obtained the approval of parents or guardians, and provided that these persons have agreed to guarantee compliance by the minor with these General Sales Conditions (GSC).

The User is obliged to provide accurate information and agrees to update it immediately in case of changes.

Access to the account opened is protected by a username and password chosen by the user when subscribing and opening an account on the Site. Users are solely responsible for any use that may be made of their username or password and are also solely responsible for maintaining confidentiality and for any use of their account.

#### 4.3 Liability

**4.3.1** Users are solely responsible for any direct or indirect damage likely to occur due to information given at registration that is inaccurate, incomplete and/or misleading or for failure to keep this information current, and they solely assume any consequences.

Users are also solely responsible for any content that they upload to the Site. Horse Republic does not monitor content before it is posted.

Users are expressly forbidden to publish any content that is offensive, defamatory, or infringes the rights of third parties under the Terms of Service of the Site.

**4.3.2 Users are solely responsible for making and executing contracts for a Service arranged with a Service Provider via the Site. Horse Republic's only role is that of referral.**

Making and implementing these direct contracts between a Service Provider and a User will be initiated by and are the exclusive responsibility of the User.

**4.3.3 Horse Republic will make available Service Providers as well as technical resources that will enable Users them to enter into relationships for the purpose of negotiating a service contract via the Site. Horse Republic's sole responsibility is limited to providing the facilities described here and making referrals.**

**Horse Republic will not enter into any contract in the name of and/or on behalf of a Service Provider or a Customer. These parties must arrange contracts directly with each other via the Site.** Horse Republic is not party in any way whatsoever to contracts between a Service Provider and a Customer. Those parties are solely responsible for any difficulties, claims, and disputes that may arise during the drafting of and/or the execution of those contracts. Therefore, each user releases Horse Republic of responsibility for any direct or indirect consequences resulting directly or indirectly from the referral, the drafting of and/or execution of such a contract between a Service Provider and a Customer.

As such, Horse Republic may not be held responsible for any cancellation of payment initiated by the Customer, nor for any consequences that may result.

4.3.4 Horse Republic shall not be held responsible for inaccurate, misleading, or outdated information communicated to it by the Service Provider.

## **5. Right of Cancellation**

Pursuant to Articles L221-18 and following of the Consumer Code relating to contracts concluded at a distance, a non-professional Customer/User has a period of fourteen days to exercise its right of cancellation without needing to justify its decision, nor pay expenses.

For service contracts, this fourteen-day period runs from the conclusion of the contract (date of order of the subscription or date of conclusion of the Service Provision contract).

This period is for calendar days. The date when the contract is entered into is not counted. If the deadline expires on a Saturday, Sunday, a holiday, or nonworking day, it will be extended to the next business day.

The User may exercise its right of cancellation by informing Horse Republic of its decision to cancel by sending, before the expiry of the period of 14 days, a clear notice of wishing to cancel.

The Customer should fill out and send the form available at the link below in order to give notification of the decision to cancel.

The Site offers the option to the Customer/User of completing and submitting an online form or a statement of cancellation. In this case, Horse Republic will immediately send an acknowledgment of receipt of the cancellation.

You may also exercise this right of cancellation in writing by sending Horse Republic an email at the following address: [hello@horserepublic.com](mailto:hello@horserepublic.com).

For services ordered from third-party Providers, the right of cancellation may not be exercised if the Service has been fully implemented by the end of the cancellation period and the execution began after prior express consent and a waiver by the Customer/ User of this right to cancellation.

In case of cancellation of the Service at the request of the User (in accordance with the right of cancellation 14 days from the online booking date, or in case of force majeure) and/or if requested by the Provider, the sums already paid by the Customer/User for the Service ordered may be returned, and the Service Provider shall in no case claim payment of those amounts, to the extent that the Provider alone bears the risks associated with the Service.

The cancellation of a subscription order on the Site implies the immediate loss of the right of access to the area reserved for Premium Members.

## **6. Fraudulent behaviour**

Any Client or User who acts in violation of these General Sales Conditions (GSC) will be liable to civil or criminal prosecution that specifically punishes copyright infringement, ancillary rights, the rights of database producers, as well as automated data processing systems.

You are reminded that the Criminal Code (art.323-1 and following) provides for sentences of up to five years' imprisonment and a fine of €75,000 for the following:

- access and fraudulent maintenance in an automated data processing system,
- deleting, modifying, or adding fraudulent data to this system,



- interfering with this system.

Criminal proceedings may be initiated by the Publisher against any User who does not comply with these provisions.

## **7. Intellectual property**

The elements belonging to us, such as the Site, trademarks, designs, images, texts, and logos are the exclusive property of Horse Republic.

These General Sales Conditions (GSC) do not imply any transfer of intellectual property rights of any kind for the elements belonging to us. You may not directly or indirectly infringe our intellectual property rights.

All texts, commentaries, reviews, illustrations, and images reproduced on the Site are protected under copyright as well as intellectual property rights and for the entire world. As such and in accordance with the Code of Intellectual Property, only use for private purposes is authorised, subject to the provisions stipulated in the Code mentioned above. Any other use without prior permission of the publisher of the content constitutes infringement and will be punishable under Intellectual Property legislation. Any reproduction in whole or in part is strictly forbidden.

## **8. Applicable law**

The present General Sales Conditions (GSC) are subject to French law for their interpretation, their validity, their application, and their execution. Any dispute in this respect will fall under the exclusive jurisdiction of French courts.

In the event of a dispute arising from the interpretation or execution of the General Sales Conditions (GSC), you may use a conventional mediation procedure or any other alternative method of dispute resolution.

Otherwise, for subscribers qualifying as consumers, any dispute shall be referred to one of the territorially competent courts under the Code of Civil Procedure. Consumers may also bring litigation under the jurisdiction at their place of residence at the time they entered into the contract or where the harmful event occurred.

For subscribers qualifying as professionals, the Commercial Court of Paris shall have sole jurisdiction to litigate any dispute involving Horse Republic, including the execution, interpretation, termination, or rescission of the contract, including for precautionary procedures, emergency procedures, and in the event of summary proceedings, warranty claims, petitions, or multiple defendants.

HORSE REPUBLIC – June 23th 2023