



**HORSE  
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**Terms and conditions of use  
the HorseRepublic.com website**

**Publisher HORSE REPUBLIC SAS**

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The purpose of the **www.horserepublic.com** website and/or its mobile applications available on the [AppStore](#) or GooglePlay (jointly referred to as the "Site") is to ;

- provide information and offer services to **Members** (natural or legal persons accessing the Site free of charge by registering) on various subjects relating to horse riding, sporting competitions and events in the horse world, who may submit opinions on matters relating to competitions and sporting services, offer to take part in events and order services and/or products from third party suppliers or service providers;
- provide exclusive content and services to **Premium Members** (natural or legal persons accessing the Website as paying subscribers, hereinafter referred to as "**Premium Members**") relating to horse riding, sporting competitions and events in the horse world.

## **1. Use of the site**

The purpose of these **General Terms and Conditions of Use (GTCU)** is to define the terms and conditions governing the provision and use of the Site and the services offered on the Site. These provisions are supplemented by the Personal Data Protection Charter (Privacy Charter) and the General Terms and Conditions of Sale (GTCS).



These GCU constitute a binding agreement between Members and Premium Members and Horse Republic and govern access to the Website and associated services.

Any Member or Premium Member who accesses the content and services offered by Horse Republic declares that he/she has read the present Terms and Conditions of Use and the Personal Data Protection Charter and undertakes to respect them, without modification or reservation, supplemented, where applicable, by the Terms and Conditions of Sale. The GTC are notified prior to the use of services for express and prior acceptance.

The GCU may be modified at any time, unilaterally by HorseRepublic. Members and Premium Members are therefore requested to refer to the latest version of the GCU available on the Site before any browsing. By continuing to use or access the Site, you accept all modifications made.

In the event of disagreement with the GCU, no consultation of the Site and/or reservation or order may be made by the Member or Premium Member.

If any stipulation of these GCU is deemed or judged to be unenforceable or invalid, it will be set aside without affecting the enforceability and validity of the remaining stipulations, which will remain applicable.

## **2. Conditions 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 possible breakdowns and maintenance interventions necessary for the proper functioning of the Site which may be carried out without prior warning.

The equipment, IT resources and Internet connection costs (computer, software, telecommunications resources, etc.) required to access the Site and its Content are the sole responsibility of each Member or Premium Member, as are the communication costs incurred by their use. The Member or Premium Member is solely responsible for the proper functioning of his or her computer equipment and Internet access.

**2.2** When registering online, the Member or Premium Member undertakes to provide accurate, current and complete information and to keep it up to date.

In the event that the user provides false, inaccurate or incomplete information, Horse Republic has the right to suspend or terminate their subscription and/or to cancel or refuse, immediately and for the future, access to all or part of the Site and its services.

**2.3** Use of the Site's services is reserved for natural persons capable of entering into obligations.

In this respect, you declare that you are aged 18 or over, which authorises you to create an account and to feed the content of our Site and/or to subscribe to it, and that you have the legal capacity to use it in accordance with these GCU.

Minors are allowed to register and/or subscribe on the Site, on the condition that they have obtained prior authorisation from the holder(s) of parental authority over them, and that the latter have agreed to be guarantor(s) of the minor's compliance with the GCU. Horse Republic reserves the right to terminate any Personal Account opened by a minor who does not provide proof of this authorisation.

Any use of the services and/or subscriptions on the Site by a minor is carried out under the full responsibility of the holder(s) of parental authority over the minor concerned. They acknowledge that it is their responsibility to monitor the use made of the services by minors.

**2.4** Horse Republic reserves the discretionary right to prohibit access to the Site and to the services we offer for free access at any time, in particular in the event of a breach of the GCU by a Member or by a Premium Member.

Horse Republic also reserves the right to suspend and/or terminate by operation of law, without compensation and without legal formalities, any subscription and access to services in the event of a breach by a Member or Premium Member of these GCU.

**2.5** The Website offers its Members a **free access** section and another section, which can only be consulted **by subscription**, reserved for Premium Members.

2.5.1 The "Le Mag", "Sport", "Clubs", "Classified" and "Advantages" areas are accessible free of charge to any Member with Internet access. These areas contain editorial content, news and/or information from advertisers, service providers or suppliers.

2.5.2 The Site offers its Members the opportunity to consult other areas, such as "Videos", "Horse Gang" or certain Advantages, accessible only to Premium Members.

The different subscription offers, duration, renewal conditions, rates and payment terms are presented in the "**Become Premium**" section, within the Profile section of the Site (mobile application).

2.5.3 The Site offers, in particular in the "Advantages" section, links to **third party websites**, which are owned and operated by independent service providers external to Horse Republic. The conditions of access and use of these sites are those defined by the third parties concerned.

2.5.4 The Site also offers a french e-learning service called "Horse Gang" which is owned and operated in partnership with Decathlon. Access to this programme is reserved for Horse Republic Premium members as long as their subscription is active. Access to "Horse Gang" can be gained via the Horse Republic mobile application and/or the Master Class Fouganza website (see the [website's general terms and conditions of service](#)).

### **3. Horse Republic registration and login management**

Various services of the Horse Republic Site are accessible to Members and Premium Members after creating a personal account (the "Horse Republic Account").

#### **3.1 Provisions common to Members and Premium Members**

To create a Horse Republic account, the account holder must choose a login,

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(e-mail address/pseudonym) and then fill in a registration form providing personal information, such as surname, first name, e-mail address and password, which will then be used to identify him/her and facilitate access to the content of the Site.

When registering online, the Member or Premium Member undertakes to provide accurate and complete information about his or her identity and not to infringe the rights of third parties. They are responsible for updating their personal details.

The login and password allow each Member or Premium Member to identify themselves and connect to the services. They are personal and confidential, may not be communicated to third parties, and may only be modified at the request of the holder or on the initiative of Horse Republic.

In the event of loss, theft or any fraudulent use of identifiers, the Member or Premium Member concerned must immediately inform Horse Republic and request new identifiers.

Each Member or Premium Member is responsible for the use of the services made under his/her identification. Any connection or data transmission made using the identifiers will be deemed to have been made by the Member or Premium Member under his/her exclusive responsibility. Consequently, Horse Republic cannot be held responsible for the consequences of fraudulent use of identifiers by a third party.

A Horse Republic Account is valid indefinitely.

Horse Republic reserves the right to automatically delete, without notice or compensation, any Horse Republic Account in the event of serious and/or repeated violation of the present Terms and Conditions by its holder, and/or in the event that the latter's behaviour is likely to constitute a violation of the applicable regulations and/or to create damage. Each user may create only one account.



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Each Member or Premium Member has the possibility, at any time, to unsubscribe and delete their Horse Republic Account, via the *"Delete Account"* button available in their personal space. They can also access the details of the data stored by Horse Republic via the *"Export Data"* button.

As a general principle, Horse Republic does not share Members information and data outside the Company or with any business third-party.

### **3.2. Provisions specific to Members and Premium Members**

For Members :

To create a Horse Republic Account, Members are required to fill in a registration form including surname, first name, email address, date of birth and password. They can complete their profile in the Profile > edit my profile section of the Application by specifying their favourite discipline, their competition category, whether or not they are a competition rider and whether or not they own horses.

For Premium Members :

To create a Horse Republic Account, Premium Members are required to fill out a registration form containing their first and last name, address, date of birth, telephone number, email address and password.

Members with "COACH" status can also indicate their diploma level and upload a copy of their diploma.

Members with the status of "STABLE MANAGER" can update the rates for their basic board, half-board, paddock, hay and shavings options in the MY STABLE > "Edit Stable Info" section. They can also email photos to have them added to or changed on their stable page.

Members wishing to have "AMBASSADOR" status must apply for it at the time of registration or after registration via the chat facility provided on the Site. This request is subject to validation by the Company, which reserves the right to refuse applications at its sole discretion and without the need to justify its decision.

Once their "AMBASSADOR" status has been validated, members enter the Horse Republic sponsorship programme, earning 1 point for each new member ("referral") generated via their unique sponsorship link. These "referral" points

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are used to win equipment on the regularly updated gift list ("Barême ambassadeur").

Only an activated member account generates points. The points balance appears in the "Profile" section of the Site in real time. The "AMBASSADOR" member requests gifts in the Site's chat room and receives the items won within the timeframe indicated at the time of the points exchange request. Postage is free.

An "AMBASSADOR" Premium member receives double points ("points booster") for each "referral" generated by their unique referral link.

#### **4. Opinions, ratings, comments and content sharing**

Members and Premium Members may share content on the Site such as the publication of opinions on competitions, stables, questions, photos, videos, comments, suggestions, ideas or other content (referred to as "Contributions").

Premium Members can post an unlimited number of ads, which can be viewed by all Members.

The scores given by each Member or Premium Member for a competition or a stable are, in principle, anonymous and aggregated in the community score.

In the case of reviews of a stable or a competition, only the text of the review and the user's name of its author are visible to other Members. Premium Members with ECURIE RESPONSABLE status have a function enabling them to reply to reviews of their stable.

Opinions issued by Members and Premium Members are freely accessible and can be consulted by anyone. By issuing a review, they make their overall rating public, and they can also choose to make the details of their rating public, for each section.

All Members and Premium Members grant Horse Republic the right, on a non-exclusive basis and free of charge, to distribute, use, modify and reproduce their Contributions.





Members and Premium Members share content, comments and opinions about their riding experiences under their sole responsibility.

Horse Republic does not check the messages and content published on the Site by Members and Premium Members before they are put online and cannot be held responsible for messages shared by them on the Site.

By sharing content, the Member or Premium Member undertakes not to disseminate content that is contrary to the values of Horse Republic, illicit or that infringes the rights of third parties, such as in particular:

- content that is misleading, disparaging, defamatory, abusive, obscene, pornographic or threatening to third parties;
- confidential content, infringing the right to privacy (including surnames, addresses, telephone numbers, e-mail addresses of third parties) and the right to the image of others;
- content inciting racism, fanaticism, hatred or any physical attack on groups or individuals or calling for the harassment of a third party;
- content that infringes an intellectual or industrial property right, such as a work protected by copyright, a trademark, etc.
- content that impersonates a third party or deliberately misrepresents a relationship with a third party, including Horse Republic;
- promotional content, advertising messages or messages relating to commercial and/or sales activities, without prior written authorisation from Horse Republic.

When the content put online by the Member or Premium Member is protected by intellectual or industrial property rights, a non-exclusive and free licence of use is granted to Horse Republic for the needs of the operation of the Site (hosting, reproduction, distribution of content).

Horse Republic reserves the right to delete, at its sole discretion, without prior notice, any message shared and/or content added to the Site that does not comply with the conditions of these GCU.

Any breach of the commitments made by the Member or Premium Member in this respect may result, in particular, in the cancellation or suspension of their rights to use and access the Site.

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Stables or competition organizers who do not wish to be listed on the Site may send a request for removal to Horse Republic by e-mail at [hello@horserepublic.com](mailto:hello@horserepublic.com).

## **5. Purchases from third-party suppliers and service providers through Horse Republic**

### **- Terms and conditions of use.**

The Website offers Members or Premium Members a service to search for and select riding assistance services from third-party service providers.

Members and Premium Members can share their experiences, take part in discussion forums, send content to other Members and Premium Members, receive the newsletter reserved for Members and Premium Members and information designed to make their riding life easier, take part in surveys and games or competitions.

By ordering services, you acknowledge that you accept these T&Cs and our Privacy Policy.

In addition, you warrant that you are 18 years of age or older, that you have the legal capacity to order services and use the Site's reservation system in accordance with these GCU, or, if you are under 18, that you have the authorisation of your legal representative to do so, and that all the information you provide is true and accurate.

### **- Conditions of use of the "Classified Ads" and "Advantages" services: contact with third-party suppliers or service providers.**

Horse Republic does not sell services or products via the Classifieds and Advantages service, but only provides information on services or products from third-party suppliers or Members and Premium Members, and facilitates bookings or orders with them by offering a matchmaking system.

The "Advantages" and "Classified ads" service offered by Horse Republic is a matchmaking service. Horse Republic is not the supplier and does not make any prior approval of the products offered.



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Horse Republic is not the contracting party of the Members or Premium Members using the "Advantages" service, and is not responsible for the accuracy or exhaustiveness of the information provided by the suppliers or third party service providers published on the Site, under their sole responsibility.

The posting of an advertisement for the sale or exchange of a product, a service or a horse must in no way infringe the rights of a third party, must respect intellectual property rights and must not violate any applicable local, national or international law or regulation. In this respect, Members and Premium Members shall refrain from offering counterfeit products. The author of the advertisement guarantees that he/she is the owner of the product or animal offered for sale, and that the product meets the requirements commonly applied on the market for this type of product or horse.

If you make a reservation or place an order with a third-party supplier or service provider, you will be bound by the contractual conditions concluded with the said supplier or service provider and must comply with them.

Before proceeding with a transaction with a third-party supplier or service provider, it is your responsibility to check with the third party to determine the costs and fees incurred.

The information provided on the Site concerning the costs and rates offered by third party suppliers and service providers is for information only and must be validated by the supplier or service provider when the order is placed. Horse Republic does not guarantee the accuracy of such information and cannot be held responsible for the content or services provided on the websites of the third parties concerned.

Horse Republic is in no way responsible for the acts, omissions, errors, declarations, guarantees, breaches or negligence of the said suppliers or third party service providers, nor for any damage or costs resulting from the contract concluded with them.

The Site may redirect you to the site of third party suppliers or service providers, which Horse Republic neither manages nor controls. It is your responsibility to read the terms and conditions of use of these sites.

## **6. Charter for the protection of personal data ("Privacy Policy")**

The personal information that you provide to Horse Republic will be used in accordance with our Charter for the protection of personal data ("Privacy Policy"), updated on 1<sup>er</sup> June 2023, and in accordance with Law No. 78-17 of 6 January 1978 as amended (known as the "*Data Protection Act*") and the General Data Protection Regulation 2016/679 of 27 April 2016 ("GDPR").

## **7. Disclaimer of liability**

This section limits Horse Republic's liability for problems that may arise when you use this site.

**7.1** The information, products and services published on this site **may contain inaccuracies or errors**, particularly as regards information on competitions, the services and products offered, dates and times, addresses and prices. They are purely indicative and are not contractually binding.

Horse Republic does not guarantee the accuracy of the content and declines all responsibility for any errors or inaccuracies concerning the information and description of events or competitions, information related to competitions, photos contained in the competition pages, geolocation indications, services offered, the list of Members and Premium Members present, and any other information appearing on this site. Furthermore, Horse Republic reserves the right to correct any errors appearing on its site.

Horse Republic and its teams take no position whatsoever on the relevance of the information posted by Members and Premium Members on the Site.

The presence on the Site of offers relating to products or services does not constitute an approval or recommendation of these products or services by Horse Republic.

Suppliers and service providers (including event organisers) who communicate information about their brands, products and services are independent of Horse Republic.



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**7.2** Horse Republic's responsibility concerning the **Interactive Services** (discussion forum and notices) is that of a content host, the Interactive Services allowing Members and Premium Members to publish "Contributions" which are not part of Horse Republic's editorial activity.

Horse Republic makes Interactive Services available to Members and Premium Members and stores their content on its Site.

Contributions are published at the sole initiative of their author.

Horse Republic cannot be held liable for Contributions made by Members and Premium Members in the absence of a priori moderation of content published before it was put online or if, when content was brought to its attention, Horse Republic acted promptly to remove it.

Horse Republic cannot be held responsible for Contributions made by Members and Premium Members under their own responsibility.

**7.3** Horse Republic is not subject to a general obligation to monitor all information published by Members and Premium Members and stored on the Site, nor to a general obligation to search for facts or circumstances revealing illicit activities, nor to an obligation to guarantee the accuracy, probity or honesty of information published by Members and Premium Members.

**7.4.** Horse Republic provides access to the Site on a best effort basis. It strives to limit the periods of unavailability of the Site. It may have to suspend or interrupt access to the Site temporarily, notably for legal, technical or maintenance reasons, repairs, additions of content or functionalities. It may not be held liable in this respect.

Horse Republic is not responsible for any errors or breakdowns inherent in information systems. In particular, it cannot be held responsible for transmission times, the reliability of data transmissions, access times or possibly access restrictions on specific networks and/or servers connected to the Internet network.



In general, Horse Republic cannot be held responsible for events beyond its control. It cannot be held liable for indirect or consequential losses and/or damages.

These limitations of liability apply subject to any mandatory legal provisions to the contrary that may be applicable.

## **8. Removal of illegal content**

All Members and Premium Members acknowledge that they have been informed that Horse Republic may carry out a posteriori moderation in order to control, delete or modify the content published by Members and Premium Members which appears to be contrary to the laws and regulations in force, or which has been reported as such.

All Members and Premium Members acknowledge that they have been informed that an alert system is available at all times to any person wishing to report the publication on the Site of any message contrary to the laws and regulations in force or to these GCU.

An email address [hello@horserepublic.com](mailto:hello@horserepublic.com) can be used to report illegal content, which can also be reported to the support department by chat. All reports must identify the offending message, explain how it contravenes the laws and regulations in force and specify the identity of the person making the report (for natural persons: surname, first name, address and telephone number and for legal entities: name, registered office, telephone number and the identity of their legal representative).

It is understood that any misuse of this option is liable to incur the liability of the person exercising it.

Horse Republic will assess the relevance of the removal request at its own discretion and will endeavour, as far as possible, to remove the illegal content as quickly as possible.

## **9. Unauthorised activities**

Any reproduction, total or partial, of the contents as well as the infrastructure elements of the Site is forbidden without prior written authorisation from Horse Republic. All requests must be addressed to Horse Republic at the following address: Horse Republic, 126 avenue du General Leclerc - 92100 Boulogne Billancourt- France or by email [hello@horserepublic.com](mailto:hello@horserepublic.com)

By using the Site, and without prior written authorisation from Horse Republic, you undertake not to :

- use this Site or its contents for commercial purposes;
- reproduce, distribute or exploit the content or information on this Site;
- modify the content or information on this Site;
- circumvent measures designed to prevent or limit access to this Site;
- establish an invisible link to the Site, for any reason, without our explicit written authorisation;
- incorporate any part of this Site into another site without our express written authorisation.

## **10. Intellectual Property**

The content of the Website, which is protected by law and in particular by the provisions of the French Intellectual Property Code, is intended exclusively for the information and personal use of the Member or Premium Member.

Trademarks, logos and more generally all elements of intellectual property are the property of their author, are registered and protected as such, in particular by Horse Republic. Any use or reproduction is prohibited.

Subject to any rights held by third parties, Horse Republic is the sole owner of the information and content of the Site and its other products or services (textual, graphic, photographic, videographic elements, software, databases or of any other nature making up the Site). It is the sole owner of all related intellectual property rights (copyrights, neighbouring rights, trademark rights, database



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producer rights on the Site, including all information appearing in the Horse Republic Accounts, etc.).

The information contained on the Site must be used for strictly personal purposes. Any extraction, use, reproduction or distribution for other purposes, in particular for collective and/or commercial purposes, without the express prior written authorisation of Horse Republic is prohibited and may be punished, in particular for counterfeiting.

### **11. Cookies and Sessions**

Cookies are small files placed on your computer. A cookie does not enable us to identify you, but it records information about your computer's browsing on the Site, which we can read on your subsequent visits in order to facilitate browsing, optimise the connection and personalise the use of the Site.

You can refuse the use of cookies by configuring your Internet browser settings.

However, refusing cookies may make all or some parts of the Site unavailable.

### **12. Applicable law and competent court**

Members and Premium Members acknowledge that the GTC and the use of the Website are governed by French law and are subject to the jurisdiction of the French courts.

In the event of a dispute arising from the interpretation or performance of the GCU, the Member or Premium Member may have recourse to a conventional mediation procedure or any other alternative dispute resolution method.

Failing this, any dispute shall be brought before one of the courts having territorial jurisdiction under the Code of Civil Procedure, and the consumer may also bring the dispute before the court for the place where he resided when the contract was concluded or when the harmful event occurred.

For those who are professionals, the Commercial Court of Paris will have sole jurisdiction to hear any dispute with Horse Republic, particularly concerning the

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formation, execution, interpretation, cancellation or resolution of the contract, including for conservatory procedures, emergency procedures, in the event of summary proceedings, appeal for guarantee, application or multiple defendants.

### **13. Help desk**

For answers to your questions or to find out how to contact us, you can write to us at the following address

Horse Republic  
126, avenue du Général Leclerc  
92100 Boulogne Billancourt - France  
France and by e-mail to  
[hello@horserepublic.com](mailto:hello@horserepublic.com)

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