



## TERMS OF SERVICE OF HORSE REPUBLIC

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The website [www.horserepublic.com](http://www.horserepublic.com) and/or mobile applications distributed through AppStore (see [AppStore terms](#)) et GooglePlay (collectively the 'Site') is intended to:

- provide information and offer services to Members (individuals or legal entities accessing the site for free by registering) on various topics related to horse riding, sports competitions, and events of the horse world, who can submit opinions on questions relating to competitions and sporting services, make offers to participate in activities and order services and/or products from third-party suppliers or service providers;
- provide content and exclusive services to Premium members (individuals or legal entities accessing the site the Site as paid subscribers, hereafter 'Premium Membership') In connection with horseback riding, sports competitions and events of the horse world.

### 1. Use of the Site

These Terms of Service (TOS) are intended to define the provisioning procedures and use of the Site and services offered on the Site. These provisions are supplemented by the Privacy Policy and the General Sales Conditions (GSC)

These Terms of Service (TOS) constitute an agreement that is binding on Members and Premium Members of Horse Republic and they govern access to the Site and any related services and benefits.

Any Member or Premium Member who accesses content and services offered by Horse Republic must confirm having read these Terms of Service (TOS) and the Privacy Policy and agrees to observe, without modification or reservation, supplemented, if necessary, the

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General Sales Conditions (GSC). The General Sales Conditions (GSC) shall be expressly acknowledged and accepted prior to the use of services.

The Terms of Service (TOS) may be modified at any time unilaterally by Horse Republic. It is therefore requested that, prior to accessing the website, Members and Premium Members consult the latest version of the Terms of Service available on the Site. By continuing to use the Site or accessing it, you agree to any changes.

If you disagree with the Terms of Service (TOS), the Site may not be visited and/or bookings or orders may not be made by the Member or Premium Member.

If any provision of these Terms 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.

## **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 necessary for the proper functioning of the Site that may be carried out without prior notice.

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

**2.2** When registering online, Premium Members and Members agree to provide information that is precise, accurate, current, and complete and to keep this information up to date.

In the event that information provided is false, inaccurate, or incomplete, Horse Republic is entitled to suspend or terminate a subscription and/or cancel or deny access both immediately and for the future to all or part of the Site and its services.

**2.3** As such, you confirm that you are age 18 or over, which allows you to create an account and add content to our Site and/or to subscribe, and that you have the legal capacity to be a user in accordance with these Terms of Service (TOS)



Minors are allowed to register and/or subscribe to 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 Terms of Service. Horse Republic reserves the right to terminate any Personal Account opened 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.

**2.4** Horse Republic reserves the discretionary right to deny access to the Site and the services for which we offer free access at any time, particularly in the event of violation of these Terms by a Member or a Premium Member.

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

**2.5** The Site offers its Members free access to one area of the site and another that is available only by subscription and is reserved for its Premium Members.

**2.5.1** The spaces Le Mag, Advisor, Boutique and Discounts are freely accessible to any Member with web access. These areas include, in particular editorial content, news and/ or information from advertisers, service providers, or suppliers.

**2.5.2** The site offers its Members access to other areas, such as in particular videos or/and specific discounts that are available only to Premium Members.

The various subscription offers, periods, renewal conditions, rates, and payment methods are described in the section Become a Premium Member found in the website's Profile section (mobile app).

**2.5.3** The Website offers, especially in the Discounts section, links to third-party websites owned and operated by independent service providers not related to Horse Republic. The conditions of accessibility and use of these sites are specified by the third parties.

### **3. Registering at Horse Republic and ID management**

A variety of services on the Horse Republic Site are available to Members and Premium Members after they create a personal account (the 'Horse Republic Account').



### **3.1 Provisions shared by Members and Premium Members**

To create a Horse Republic account, the applicant must choose a username (email address/alias) and then fill out a registration form with personal information, such as name, surname, email address, and password, which then will identify the user and facilitate access to the contents of the Site.

When registering online, Members and Premium Members agree to provide accurate and complete information about their identity that does not infringe the rights of third parties. The user is responsible for updating personal data.

The username and password will allow Premium Members to identify themselves and connect to the services. This information is personal and confidential and should not be disclosed to third parties. It may only be changed at the request of the user or by Horse Republic.

In case of loss, theft or unauthorised use of usernames, the Member or Premium Member concerned should inform Horse Republic immediately and apply for a new username.

Each Member or Premium Member is responsible for the use of services made with its username. Any connection or data transmission performed using the usernames will be deemed to be made by the Member or Premium Member under the members exclusive responsibility. Accordingly, Horse Republic may not be held responsible for the consequences of fraudulent use of usernames by a third party.

The duration of a Horse Republic Account is indefinite.

Horse Republic nevertheless reserves the right to delete automatically, without notice or compensation, any Horse Republic account for serious and/or repeated violations of these Terms by its owner and/or in the event that the latter's behaviour would constitute a violation of applicable regulations and/or cause damage.

Each Member or Premium Member has the option at any time of unsubscribing and deleting their Horse Republic Account by clicking the button 'Delete my account' available in the user's personal space. Members may also retrieve details of the information stored on the Horse Republic servers via the 'Export Data' button.

### **3.2. Specific provisions for Members and Premium Members**



#### **For Members:**

To create an account with Horse Republic, Members are required to complete a registration form with their full 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 favorite 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 complete a registration form with their 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 their stable's rates for basic board, half-board, use of paddock, hay, and bedding in the section MY STABLE > 'Edit stable info'. They can also send by mail photos to have them added or changed in their stable page.

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

Members and Premium Members may share content on the Site, such as the publication of reviews of events, stables, questions, photos, videos, comments, suggestions, ideas, or other content (called 'contributions').

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

The scores issued on a competition or a stable by any Member or Premium Member are in principle anonymous and aggregated in the community score.

As for opinions expressed about a stable or a competition, only the text of the opinion and the author's user name are visible to other Members. Premium Members with the status of STABLE MANAGER have a feature that allows them to respond to reviews of their stable.

The reviews expressed by Members and Premium Members are freely accessible and searchable by anyone. By posting a review, they make public their overall rating and they can also choose to make public the details of the rating they post for each heading.



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

At their sole responsibility, Members or Premium Members may share content, comments, and opinions about their experiences with riding.

Horse Republic does not monitor messages and content before it is posted online on the Site on the Site by Members and Premium Members and may not be held responsible for messages be shared on the Site.

When sharing content, the Member or Premium Member agrees not to distribute content contrary to the values of Horse Republic, or content that is illegal or infringes on the rights of third parties, such as in particular:

- content that is misleading, derogatory, defamatory, libellous, obscene, pornographic, or threatening to third parties;
- confidential content that violates privacy rights (including family names, addresses, telephone numbers, email addresses of third parties) and the image rights of others;
- content that promotes racism, bigotry, hatred, or physical attacks by groups or individuals calling for harassment of another person;
- content infringing an intellectual or industrial property right, such as in particular a work protected by copyright or a trademark;
- content that impersonates a third party or deliberately misrepresents relationships with a third party, including Horse Republic;
- promotional content, advertising, or messages related to commercial activities and/or sales without prior written permission of Horse Republic;

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

Horse Republic reserves the right to remove, at its sole discretion, without notice, any shared messages and/or content posted on the Site does that does not meet the conditions of these Terms.

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



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

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

- **Terms of use of services.**

The Site offers Members and Premium Members a search service as well as assistance in choosing and booking riding services with third party providers.

Members and Premium Members may share their experience, participate in discussion forums, send content to other Members and Premium Members, subscribe to the newsletter for Members and Premium Members, and receive information to enhance their riding life, as well as participate in surveys, games, and contests.

By ordering services, you acknowledge that you agree to these Terms 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 booking system of the Site in accordance with these Terms, or if you are below 18 years of age, you have permission from your parents or legal guardian for this purpose, and that all information you have provided is accurate and precise.

- **Terms of Service for 'Discounts' and "Ads": referral services for third-party suppliers and service providers.**

Horse Republic does not sell services via the Discounts section involving organisations or services or products but only provides information on services or products by third-party suppliers and facilitates bookings or orders with them by offering a referral service.

The Discounts offered by Horse Republic are referral services. Horse Republic is not the supplier and offers no prior approval of the products offered.

Horse Republic is not a co-contractor for Premium Members or Members using the Ads services and is not responsible for the accuracy or completeness of any information provided by third-party providers or service providers on the Site, who are themselves exclusively responsible.



The posting of an advertisement for the sale or exchange of a product, a service or a horse must not in any 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.

Members and Premium Members shall refrain from offering counterfeit products in this respect. The author of the advertisement guarantees that they are 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 booking or place an order with a supplier or third-party service provider, you will be bound by the contractual conditions agreed with that supplier or service provider and must abide by their conditions.

Before entering into a transaction with a supplier or third-party service provider, it is your responsibility to confirm all details with the third party in order to determine the costs and expenses incurred.

The information provided on the Site regarding costs and fees proposed by suppliers and third-party service providers are provided for informational purposes and must be confirmed by the supplier or service provider when ordering. Horse Republic does not guarantee the accuracy of such information and is not responsible for the content or services provided on the websites of third parties.

Horse Republic is not responsible for any acts, omissions, errors, representations, warranties, breaches, or negligence of these suppliers or third-party service providers nor for any damages or expenses that might arise from any contract with them.

The Site may direct you to sites of suppliers or third-party service providers that Horse Republic neither manages nor monitors. It is your responsibility to read the Terms of Service at those sites.

## **6. Privacy Policy**

The personal information you provide to Horse Republic will be used in accordance with our Privacy Policy and pursuant to Law No. 78-17 of 6 January 1978 ('Data Protection and Freedom of Information Act') and the General Data Protection Regulation 2016/679 of 27 April 2016 ('GDPR').

## **7. Limitation of liability**





This section limits the liability of Horse Republic regarding problems that might occur when you use this site.

**7.1** The information, products and services on this site may contain inaccuracies or errors, particularly regarding information on competitions, services and products offered, dates and times, addresses, and prices. These are provided for informational purposes and thus do not imply any contractual obligations.

Horse Republic does not guarantee the accuracy of the content and is not responsible for any errors or inaccuracies regarding the information and description of events or competitions, information related to competitions, photos on the contest pages, geolocation, the services offered, the list of Members and Premium Members present, as well as any other information on this site. Also, Horse Republic reserves the right to correct any errors displayed on its site.

In any event, Horse Republic and its teams take no position on the relevance of the information disseminated by Members and Premium Members on the Site.

The presence on the Site of offers for products or services does not constitute an endorsement or recommendation of such products or services by Horse Republic.

Suppliers and service providers (including event organisers) that communicate information about their brands, products, and services are not related to Horse Republic.

**7.2** Horse Republic's responsibility for Interactive Services (forums for discussion and opinion) is that of a content host. These Interactive Services allow Members and Premium Members to share 'Contributions' that fall outside the editorial purview of Horse Republic.

Horse Republic offers Members and Premium Members Interactive Services and stores their content on its Site.

The Contributions shared are the sole responsibility of the author.

Horse Republic may not be held liable for any Contributions made by Members and Premium Members since there is no vetting of content before it appears online, or if after content has been reported to Horse Republic it has acted promptly to remove it.

Horse Republic is therefore not responsible for contributions made by Members and Premium Members.



**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 a general obligation to seek facts or circumstances revealing illegal activities, nor to a warranty obligation for the accuracy, integrity, or truthfulness of the information made public by Members and Premium Members.

**7.4.** Horse Republic provides access to the site as part of a simple obligation of means. It will make all efforts to limit the downtime of the Site. It may need to suspend or interrupt access to the site temporarily, especially for legal, technical, or maintenance purposes, adjustments, additions of content, or functionality. It may not be held legally responsible in this regard.

Horse Republic is not responsible for any errors or failures inherent in information systems. Especially, it may not be held responsible for delays in transmission, the reliability of data transmission, access times, or any restrictions on access networks and/or specific servers connected to the Internet.

Generally, Horse Republic may not be held liable for external events that are beyond its control. It may not be held legally responsible for indirect or consequential loss and/or damages.

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

## **8. Removing illegal content**

All Members or Premium Members acknowledge being informed that Horse Republic may perform moderation after the fact to control, remove, or edit content posted by Members and Premium Members that appears contrary to laws and regulations, or which has been reported to it as such.

All Members and Premium Members acknowledge being informed that a warning mechanism is available at all times to anyone who wishes to report the posting on the Site of any message contrary to laws and regulations or that violates these Terms.

An email address [hello@horserepublic.com](mailto:hello@horserepublic.com) is available to report such content, which can also be reported to the chat support service. Any report must identify the disputed message, explain how it is contrary to applicable laws and regulations, and specify the identity of the person doing the reporting (for individuals: name, address, and telephone number; for legal entities: name, registered office, telephone number and the name of their legal representative).

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It is understood that if anyone abuses this right, they will be held responsible.

Horse Republic will make a discretionary assessment of the suitability of the withdrawal request and will try, to the extent possible, to remove the illegal content as soon as possible.

## **9. Unauthorised Activities**

Reproduction in whole or in part of the content and infrastructure elements of the Site is prohibited without the prior written consent of Horse Republic. Any request should be sent to Horse Republic at the following address: Horse Republic, 126 Avenue du Général Leclerc - 92100 Boulogne France Billancourt, or by email at: [hello@horserepublic.com](mailto:hello@horserepublic.com)

By using the Site, and without the prior written consent of Horse Republic, you agree not to:

- use this Site or its contents for commercial purposes;
- reproduce, distribute, exploit the content or information of this Site;
- change the content or information of this Site;
- bypass measures to prevent or limit access to this Site;
- establish invisible links to the Site, for any reason, without our express written permission;
- incorporate any part of this Site in another website without our express written permission.

## **10. Intellectual property**

The content of the Site is protected by law, including the provisions of the Intellectual Property Code, and is intended to serve informational purposes and private usage by Members or Premium Members.

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

Subject to any rights that might be held by third parties, Horse Republic is the sole owner of the information and content of the Site and its other products or services (text, graphics, photographs, videos, software, databases or any other components of the Site). It is the sole owner of all intellectual property rights related thereto, (copyright, ancillary rights,



trademark rights, database producer rights to the Site, including all of the information in the Horse Republic Account).

The information contained on the Site may be used only for strictly personal purposes. Any extraction, use, reproduction, or distribution for other purposes, including collective and/or commercial use, without the express written permission of Horse Republic is prohibited and may be punishable, especially in the event of infringement.

## **11. Cookies and Sessions**

Cookies are small files placed on your computer. A cookie does not allow us to identify you but it records information about the navigation of your computer on the Site which we are able to read during your subsequent visits in order to facilitate navigation, optimise the connection, and customise the use of the Site.

You may refuse the use of cookies by configuring the settings in your browser. However, refusing cookies may make all or parts of the Site unavailable.

## **12. Applicable law and jurisdiction**

Members and Premium Members acknowledge that the Terms of Service (TOS) and the use of the Site are governed by French law and are under the jurisdiction of French courts.

In the event of a dispute arising from the interpretation or execution of the TOS, the Member or the Premium Member may use a conventional mediation procedure or any other alternative method of dispute resolution.

Otherwise, for anyone qualifying as a consumer, 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 those 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.



### **13. Helpdesk**

For answers to your questions or to find out how to contact us, please write to the following address:

Horse Republic  
126 Avenue du Général Leclerc,  
92100 Boulogne Billancourt – France and by email to: [hello@horserepublic.com](mailto:hello@horserepublic.com)

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