

TERMS AND CONDITIONS

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PLEASE READ THE PROVISIONS HEREOF CAREFULLY. TERMS OF USE AND LIABILITIES THAT MAY ARISE FROM THE USE OF THIS PLATFORM SHALL BE DETERMINED AND ESTABLISHED HEREIN. IN CASE OF ANY DISCREPANCY, PLEASE STOP USING THE PLATFORM. OTHERWISE, IT SHALL BE UNDERSTOOD THAT YOU ACCEPT THE TERMS AND CONDITIONS PROVIDED HEREIN, WITH WHICH YOU SHALL BE ALLOWED TO VISIT AND USE THE SERVICES OFFERED BY **G.B. INTERNATIONAL HORSE SERVICE V.O.F.**, HOLDER AND OWNER OF **MY HORSE DEALER**, HEREINAFTER **MHD**, HOLDER OF THE PLATFORM. IF YOU KEEP USING THE PLATFORM, YOU SHALL BE THEREON IDENTIFIED AS **THE USER** AND IT SHALL BE UNDERSTOOD THAT YOU ACCEPT AND UNDERSTAND THE LEGAL SCOPE OF WHAT IT IS EXPRESSED THEREIN, GRANTING ALL CORRESPONDING RIGHTS TO **MY HORSE DEALER – MHD**.

Terms and conditions contained herein shall be mandatory between **THE USER**, who is the natural person and who shall use the **MHD** platform in accordance with the scope of this legal instrument, and **G.B. INTERNATIONAL HORSE SERVICE V.O.F.**, Company legally incorporated and existing in accordance with the laws of Amsterdam, Netherlands, holder of **MY HORSE DEALER**. Therefore, this is a binding agreement and it constitutes the full agreement of the parties to use the Platform. By clicking “accept”, the user gives consent to these Terms and Conditions.

Use of the Platform, its contents and information available therein shall be subject to the following terms and conditions:

1. Subject Matter

The subject matter hereof is for **THE USER** to have access to and to use the **MHD** Platform. By using the Platform, **THE USER** expressly accepts this Agreement and gets subject to the Terms and Conditions detailed herein, as applicable.

2. Meanings

For the purposes hereof, the following terms shall be understood as it follows:

- a) **Agreement/ Contract:** this Terms and Conditions, both with the Privacy Notice, which shall be understood as the full agreement between **MHD** and **THE USER**.
- b) **Privacy Notice:** shall be the Privacy Notice with respect to the collection and use of personal data, obtained by **MHD**, by means of the Web Page and the Platform.
- b) **G.B. INTERNATIONAL HORSE SERVICE V.O.F.:** shall be the company, promoter and holder of the investment called **MY HORSE DEALER (MHD)**, as well as any other company affiliated and/or subsidiary, controller or holder of the Platform, and as well as third parties who offer services through or jointly with **MHD**.
- d) **Web Page:** shall be the domain www.myhorsedealer.com or any other subdomain or domain linked with or redirected to the same, which gives access to the Platform.
- e) **Platform:** refers to technological solutions and digital applications, through Mediatastisch to have access to and for the provision of the Services.

g) Services: corresponds to the virtual support provided by **MHD**, in favor of the Client. Support through the Platform, by means of virtual support and without human intermediation or interaction between **THE USER** and **MHD**. Only through conversations, pre-designed and conditioned by means of algorithms.

h) Third Parties: any third party, either a natural or a legal person, who has a business relationship, directly or indirectly, with **MHD**; such as sponsors, advertisers, service providers, business partners, etc.

i) Terms and Conditions: means this agreement between **MHD** and **THE USER**.

j) User: such person, man or woman, of legal age, fully qualified and competent, which uses the Platform and the Services provided therein. Minors shall use the Platform with authorization of their parents, tutors or the person who exercises paternal authority over them, according to the provisions of numeral 3.

K) Clients: owners or offerors which, by means of the platform, offer horses of their own or of third parties who have given them faculties to commercialize and sell equines.

Terms above shall be used notwithstanding the genre or grammatical number with which they are expressed. This shall not affect the meaning and the meaning given herein shall prevail.

3. Entry

To use the Platform and the Services, **THE USER** shall register himself through his **MHD** account and personal profile, and shall give access to his basic information, including: name and email, according to the requirements established by **MHD**.

MHD reserves the right to analyze the information and, at its entire discretion, shall accept **the USER** to have access to the platform or not. The sending and reception of the information shall not mean acceptance by **MHD**. Anyway, **MHD** reserves the right to deregister or to disconnect from the platform the **USER** which, at the judgment of **MHD**, does not comply with the terms and conditions provided herein and which enters to the platform by giving false information or information which does not correspond to his identity.

If the User is a minor, he shall get express consent of his parents or tutors. Nevertheless, under no circumstance access of minors under 13 years old shall be allowed.

USER states that data and information entered and provided to the **MHD** platform shall be real, accurate, present and corresponding to reality. Therefore, **MHD** shall accept those data and information as true and shall not be responsible for any false data entered by **THE USER**.

USER undertakes to not use the name, data, email or characteristics of another person, with the purposes of supplanting her; and to not create false User profiles or profiles contrary to morals and good customs, such as obscene or vulgar names.

USER acknowledges that personal data entered into the Platform shall be subject to Privacy Notice and Confidentiality. Therefore, **THE USER** acknowledges Privacy Notice as integral part hereof.

MHD takes privacy and data protection, as well as safety measures, by complying with the legal provisions in respect to the management of data and confidential information, especially Dutch regulations. In consequence, we make our Privacy notice available to you at <https://www.myhorsedealer.com/privacy/> Nevertheless, it is important for **THE USER** to take into account that use of the Platform and data involved may be subject to the operative system Provider's Privacy Policy and its information safety and/or violation schemes.

Use of the Platform: **MHD** is a digital Platform of accompaniment, through algorithms and pre-programmed and conditioned conversations through algorithms, where there is no human participation, anytime. To use the platform, **USER** shall answer all questions made through the Platform to continue.

USER shall give necessary and sufficient access on the media where he uses the platform, such as: mobile device, tablet or computer, to use the Platform. Including, but not limited to: name and email.

Interaction and use of the Platform shall be through chatbots, for which there shall not be any human interaction between **THE USER** and the Platform, anytime.

At any moment, **MHD** may restrict use of the Platform to the **USER** and/or prohibit access to and use of the same.

USER acknowledges and accepts that use and purpose of the Platform and Services shall only and exclusively be informative and of intermediation between **EL THE USER and THE CLIENT** of **MHD**. But, that by means of intermediation **MHD**, in no case, shall be responsible for the health of the horses shown, offered or negotiated by means of the platform, as well as for the sports performance of equines negotiated by means of the platform.

MHD trusts in the good faith and objectivity of **CLIENTS** who upload videos to the platform, to offer equines for sale. Therefore, **MHD** shall **not** accept any liability if the animal does not comply with expectations, size, quality and physical conditions of horses offered for sale; as well as for the negotiation terms and values, or for the method of payment or form of delivery of the horses.

THE USER acknowledges that no third-party information, including third party directories, shall be responsibility of **MHD**; and that use of these data and interaction with said third parties shall be **THE USER's** responsibility, holding harmless **MHD**, including certifications and licenses to sell, that **CLIENTS** may should have.

5. Term

These Terms and Conditions shall be valid from the moment of acceptance by the **USER**, and until **THE USER** decides to leave the Platform, or (ii) when **MHD** removes **THE USER** for any cause considered as necessary by **MHD**.

6. MHD's Responsibility limitation and release

THE USER does not reserve or shall exercise any action, of any nature, against **MHD**, the company, its partners, shareholders, employees, proxies or collaborators, affiliated and/or subsidiary companies, or any other member of **MHD**, as well as business partners and providers, which may arise, directly or indirectly, from any risk that may occur to **THE USER** or to persons interacting with the Platform, or which they may suffer.

7. Intellectual Property

All names, logos and registered trademarks, designs, photographs, videos and contents shall be property of **MHD**, its clients or content providers. None of these items shall be used for any purpose, without express and written authorization of the holder of said distinctive signs. Non-authorized use of said items shall be sanctioned in accordance with the applicable legislation. Likewise, any material contained on the Platform, including but not limited to: designs, sketches, software (source code and object code), databases, graphic, audiovisual and photographic material, texts, inventions, models, patents, among other Intellectual Property rights, shall be single and exclusive property of **MHD** and shall be protected by the Copyrights Federal Law and the Industrial Property Law, as well as by laws of

other countries in respect to Intellectual Property, and by International treaties on the subject.

8. The Platform

By means hereof, **MHD** grants to the **USER** a limited license, not exclusive, revocable and with no right to sub-license, so that the **USER** may use the Platform in accordance with these Terms and Conditions. This license shall be valid as long as the relationship between **MHD** and **THE USER** exists, or until the license is cancelled by **MHD**. In case that, in accordance with legislation, establishing a term of validity for the license granted by **MHD** is necessary, license shall be valid for six (6) months, automatically renewable for periods of the same duration, until license is cancelled or the relationship between **MHD** and **THE USER** ends for any circumstance.

On this basis, it shall be expressly prohibited to **THE USER** to sell, rent, give access to third parties, redistribute and/or transfer the content of the Platform, the access to the content or the Platform itself.

In case that **MHD** uses any kind of software of third parties, included on the Platform, the same shall be granted to **THE USER**, in accordance with usage licenses, terms and conditions and restrictions established by its holder.

MHD shall be responsible for operating and maintaining the Platform and for presenting information and contents of the Platform. Nevertheless, said content may come not only from **MHD** but from Third Parties, for which, **MHD** shall only be liable for its own operation and contents; and, for which, in respect to third party contents, **MHD**'s responsibility shall be limited to presenting contents "as they are" provided to it .

Additionally, the Platform has been created for the operation and development of business activities of **MHD** and serves as a tool to supplement services hired by its **CLIENTS**, as well as to inform **USERS** about the details of any kind of business or promotional activities of the Services and Programs of **MHD**.

9. Links

For service quality purposes of the Platform, **MHD** may allow one or more links to other websites, once in a while. **MHD** does not have control of Internet webpages to which **USER** may have access through the Platform.

MHD shall not be liable for the content of any webpage linked with the Platform, or for any potential damage arising from or in connection with the use of said links.

10. Confidential Information

CONFIDENTIAL INFORMATION means any information disclosed to **THE USER**, by **MHD** and/or its affiliates, subsidiaries and/or clients, in any form or media; including but not limited to, verbally, electronically, visually, in writing or in any other tangible way; including, without limitation, ideas, formulas, databases, regulations, articles, studies, brochures, publications, manuals, systems, procedures, reports, technical reports, minutes, know how, industrial secrets, patents, copyrights, software, licenses, data, inventions, algorithms, techniques, processes, marketing plans and projects, publicity, strategies, projections, confidential information of third parties, client, contact and provider lists, business plans, market analysis, market knowledge or any other technical, economic or business information or information of any other kind which is property of **MHD**, its affiliates, subsidiaries and/or clients, or potential clients, as well as any information relative to or related with operations, business development, product

development, development of new projects, finance, marketing, publicity, commercial promotions, logistics, exchange promotional operations or any other information which release and exposition, in any way, may damage MHD and/or its affiliates, subsidiaries and/or clients.

USER undertakes to not take over, use or exploit, by itself or by means of third parties, directly or indirectly, for its own benefit or for the benefit of third parties, and to not release or disclose to third parties the CONFIDENTIAL INFORMATION OF **MHD** or its **CLIENTS**, to which it may have had, has or will have access in the future. Likewise, **USER** undertakes to take all reasonable measures in order to prevent any prohibited disclosure and/or undue use of the CONFIDENTIAL INFORMATION.

11. Amendments

MHD, at any time and without authorization of any third party, either **THE USER** or its **CLIENTS**. Any amendment hereto may be only made by **MHD**, without express consent of **THE USER**, or any notice to him; on the understanding that it shall be an obligation of **THE USER** to be aware of any change or modification hereto.

After said amendments, use of the Platform by **USER** shall be understood as acceptance of the same.

12. Non-Compliance

In case of non-compliance of any of the obligations of these Terms and Conditions, as well as of the applicable legislation, by **THE USER**, **MHD** may suspend the access to the Platform or eliminate **THE USER**'s profile; notwithstanding the legal actions available in favor of **MHD**, in case of any damage arising from **THE USER**'s behavior.

USER undertakes to certificate good standing of **MHD** for any claim, complaint, lawsuit or procedure of any kind, arising from its non-compliance; having to compensate to **MHD** all expenses borne for its defense, including, without limitation all legal fees, as well as any kind of indemnification paid by **MHD**.

13. Jurisdiction

Platform shall be available online, independently that the same may be or not available in the country where **THE USER** is. This Platform shall be controlled and operated by **MHD**, from Netherlands and **MHD** does not guarantee, expressly or implicitly, the information and material contained on the Platform; including, without limitation, information and other materials which promote business activities, products or services described herein, either appropriate or available in other localities.

14. Applicable Legislation

USER acknowledges and accepts that these Terms and Conditions shall be regulated in accordance with the laws of GPDR Netherlands specifically; and that any conflict or interpretation shall be resolved by the courts of the City of Roermond or Amsterdam, waiving any other jurisdiction arising from the present or future nationality or domicile.

Therefore, **USER** acknowledges and accepts that this Agreement shall be entered into electronically, according to the rules of electronic contracting provided on the Commercial Code, which shall be binding. Therefore, this Agreement shall constitute a mutual and binding agreement of and to both parties.

15. Guarantee waiver

MHD does not give any representation or guarantee about the accuracy, reliability or integrity of the Platform's content. Within the limitations established by law, **MHD** waives any guarantee, express or implicit, including without limitation implicit guarantees about the merchantability and suitability for any determined purpose. Additionally, **MHD** does not guarantee that the Platform or the service which makes it available is free of "computer viruses", for which **USER** shall use the platform under their own responsibility and risk.

16. Limitations of Liability

MHD shall not be liable for any damages, of any kind, including without limitation special or consequential damages, arising from the access or impossibility to access to the Platform, as well as for its use or dependence, or for the information contained on the Platform.

MHD shall not have any obligation to update the Platform or the information contained therein, for which **MHD** shall not be liable for the non-update of such information. Additionally, **MHD** shall not be liable for the use of other Internet sites to which **USER** may have access through the links contained on the Platform. These links and other resources referred shall only be provided as a service to Users of the "Word Wide Web", and its inclusion on the Platform shall not constitute endorsement of or affiliation to **MHD**.

17. Rights granted to clients and users

Both **CLIENTS** and **USERS** grant to **MHD** the non-exclusive, transferable and free of charge right to use the contents, information, photos, videos, publicity and contents of the files uploaded to the platform, as long as use of this material may be applicable to printed, visual, written or verbal communication media. This transfer rights and authorization to use shall be free of charge, but **MHD** shall have right and shall be authorized to transfer them to third parties in exchange of a payment established by **MHD**, on the webpage www.myhorsedealer.com, and according to the fees that appear in accordance with the type of service selected, or free of charge. Transfer of the rights to use shall be indefinite and irrevocable.

18. Lists, Offer and Publicity

MHD also provides services of advertising, offer and demand platform; for which it may publish announcements with descriptions, photos, videos and details of the contacts, clients and **USERS**. Therefore, it shall be possible for contacts, clients and **USERS** to send emails among them or to contact each other for the announcements appearing on the webpage. Nevertheless, it shall be clear that **MHD** shall only provide offer management services and therefore it shall not be a contracting party in agreements, business, deals or contracts entered into by **USERS** and third-party clients of the Platform, unless it is expressly and particularly provided by **MHD**.

MHD may provide free of charge contact and intermediation, promotion and publicity services; or, at its own free will, may determine some services, intermediations, promotions and publicity for which it may charge a cost or price, in which case it shall determine the conditions of cost, price, means and place with each one of the **USERS**.

In any case, use of lists, marks, products and services offered on its platform shall be understood as authorized, with the sole fact that **THE USER, CLIENT or THIRD PARTY** uploads them to the platform.

19. Others

MHD, at its judgment, reserves the right to: (i) change this Agreement, (ii) monitor and eliminate information provided by the Platform's visitors, and (iii) limit or eliminate availability of the Platform, anytime, without previous notice and at full discretion of **MHD**. If it is determined that any term, condition or provision hereof is illegal, null or void or inapplicable, for any reason, validity and application of the remaining provisions shall not be affected or impaired. This instrument constitutes a complete agreement between **THE USER** and **MHD**.

By using the Platform, **THE USER** gives his consent to all terms and conditions of this Legal Statement and Agreement.