

TERMS AND CONDITIONS.

ADVERT CONTENTS

1. Contents are only for general information.
2. The Piaffe Presents web site is updated regularly. However, we hereby exclude any warranties as to the quality, accuracy, completeness, performance, and fitness for a particular purpose of the Site or any of its contents.
3. Piaffe Presents and its owners, Piaffe Limited will not be liable for any damages without limitation, damages for any consequential loss or loss of business opportunities or loss of profits. However arising from the use of or inability to use the Piaffe Presents Site, or any of its contents, or from any action or omission taken as a result of using the Site or any of its contents.
4. This Site contains material in the form of adverts submitted by third party advertisers and we accept no responsibility for the content or accuracy of such adverts nor do we make any guarantee of the contents of this Site in respect of the existence or availability of anything advertised whatsoever.
5. We make no warranty that the contents of the Site are free from infection or viruses or anything else, which has contaminating, or destructive properties and shall have no liability in respect thereof.
6. Where part of the Site contains advertising and other material submitted to us by third parties, please note that those advertisers are responsible for ensuring that material submitted for inclusion on the Site complies with all legal requirements. Although acceptance of advertisements on the Site is subject to our discretion, we do not accept liability in respect of any advertisements.
7. All liability is excluded to the extent permitted by law including any implied terms.

Collecting your Information

Piaffe Presents collects personal information when providing goods or services to clients. This information includes details such as your name, address and contact details. We do not normally collect or store sensitive information, and we do not store complete credit card details, which have been supplied via the Internet. Personal information collected is stored within Piaffe Presents server and we may use it to contact you when necessary.

Piaffe Presents collects anonymous statistics to monitor website activity to improve services for our clients. These statistics include such details as website referrers and pages visited, along with dates and times. These details are not directly related to any personal details.

General Guidelines

Piaffe Presents is committed to protecting your privacy online by following UK and international privacy laws. Piaffe Presents does not disclose, sell or trade collected information to third parties.

Cookies

Piaffe Presents does not store personal information in cookies. Cookies stored on our visitors' and clients' computers hold only basic and essential information to allow automatic logins for member accounts, and a smooth miscellaneous website flow.

Security of Information

Piaffe Presents takes all reasonable measures to ensure our client and website visitor information is secure. Unfortunately the Internet is not a perfectly secure environment, so information disclosed by clients or visitors via the Internet is done so at their own risk.

Piaffe Presents Refund Policy

Refund Conditions Once an advert is published on the Piaffe Presents website, it is deemed to be live and published and no refund can be issued. Refunds will be issued if an advert is cancelled prior to it appearing on the website. Refunds will be forwarded within 14 days of cleared funds.

Refund Types

If a client pays by cheque or bank transfer, Piaffe Presents will provide the refund by bank transfer

Terms & Conditions

Whilst every effort has been made to ensure the accuracy of the information on this website, the publisher assumes no responsibility for errors or omissions or for any consequences of reliance on this website. Piaffe Presents publishes advertisements provided by advertisers but gives no warranty and makes no representation as to the truth, accuracy or sufficiency of any advertisement or any description, photograph or statement therein. Piaffe Presents also publishes videos for vendors of horses advertised on the website but gives no warranty and makes no representation as to the truth, accuracy or sufficiency of any film, description, photograph or statement therein. Piaffe Presents accepts no liability for any loss suffered by any person as a consequence of reliance on any advertisement or other material on this website or any video. Piaffe Presents reserves the right to refuse any advertisement. Piaffe Presents reserves the right to remove any advertisement at any time from the Piaffe Presents website.

Advertisers Warranty and indemnity

Advertisers (including agencies) upon and by lodging material with the publisher for publication or authorising or approving the publication of any material either now or at any time in the future **HEREBY INDEMNIFY** Piaffe Presents its servants and agents against all actions, claims or proceedings of any kind whatsoever arising from the publication of that material and without limiting the generality of the foregoing **IDEMNIFY** each of them in relation to any breach of copyright, infringement of trademarks or names of publication titles, breach of unfair competition or trade practices legislation, infringement of royalties or violation of rights of privacy or defamation or slander action **AND WARRANT** that the material complies with all relevant laws and regulations and that publication will not give rise to any rights against or liability of Piaffe Presents its servants or agents and in particular that nothing therein is capable of being misleading or deceptive or otherwise in breach of the Trade Practices Act, the Fair Trading Act or other like legislation. Advertisers of veterinary

chemical products (including vitamins, minerals and food additives) WARRANT that their products comply with the Agvet Code and INDEMNIFY Piaffe Presents its servants and agents in relation to any prosecution, action or claim thereunder. Whilst every effort has been made to ensure the accuracy of the information in this website, the publisher assumes no responsibility for errors or omissions or for any consequences of reliance on this website. Piaffe Presents publishes advertisements provided by advertisers but gives no warranty and makes no representation as to the truth, accuracy or sufficiency of any advertisement or any description, photograph or statement therein. Piaffe Presents accepts no liability for any loss suffered by any person as a consequence of reliance on any advertisement or other material in this public action or any video. Piaffe Presents reserves the right to refuse any advertisement.

Piaffe Presents Website

Piaffe Presents acts as a venue, which allows users to sell and buy horses from anywhere. We are not involved in transactions between buyers and sellers. As a result, we have no control over the quality, safety or legality of the items advertised, the truth or accuracy of the listings, the ability of sellers to sell or the ability of buyers to buy. Do not assume that the sale, purchase, export or import of any horse or product advertised is valid and legal simply because it is listed on our website. We are not responsible for ensuring that buyers and sellers actually complete a transaction. You accept sole responsibility for the legality of your actions under laws applying to you.

Piaffe Presents recommends that you have any horse/pony that you wish to purchase vetted prior to purchase by a professional veterinary surgeon independent from the seller. Piaffe Presents cannot be held responsible for buyers purchasing horses/ponies that are unsuitable for the capability of the purchaser. Buyers buy at their own risk and must take the appropriate professional advice prior to purchasing.

Piaffe Presents cannot and does not confirm the purported identity of users or the validity of the information which users post to our website

In the event that you have any right, claim or action against any other user arising from that user's use of our website, you agree to pursue such right, claim or action independently of and without recourse to us, and you release Piaffe Presents from all claims, liability, damages, losses, costs and expenses, including legal fees, known and unknown, arising from or in any way connected with such right, claim or action.

We do not control the information provided by other users, which is made available through our system. You may find other user's information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using our site. Please note that there are also risks of dealing with foreign nationals, underage persons or people acting under false pretense.

If you are a seller, you must ensure that you are legally able to sell each item described, and that it is lawful to sell such item to UK residents or (if the buyer is resident overseas) that it is lawful to sell and export such item to a person resident in the buyer's jurisdiction.

You acknowledge that we will commence supplying our services to you as soon as you have pressed the "Submit" button and therefore sent the advert to us, and you recognise that you have agreed to sell the item and pay the relevant charge for advertising. All photographs used on the web site must have the prior consent of the photographer. **The seller is responsible for gaining any photographers approval prior to forwarding photographs to Piaffe Presents to use on the web site.**

Piaffe Presents cannot be held responsible for any issues arising due to copyright protection on photographs.

Sellers or traders will be responsible for paying all fees associated with using our service and our website and all applicable taxes in GB Pounds Sterling.

If you register for a User ID to enable you to amend or change your advert you are responsible for all actions taken under that User ID. It is your responsibility to keep your User ID safe. You have no right to disclose or transfer your User ID to any other person. If Piaffe Presents creates a User ID on your behalf, you are responsible for all actions taken under that User ID and for all information contained within that User ID. "Your Information" is defined as any information you provide to us or other users in relation to the Piaffe Presents service (including, without limitation, any description of items listed). You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information.

Your Information and your activities on the www.piaffepresents.com web site must not:

1. a. be false, inaccurate or misleading;
2. be offensive or menacing, abusive, defamatory, or in breach of copyright, confidence, privacy or any other rights;
3. infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
4. be fraudulent or involve the sale of counterfeit or stolen items;
5. be in breach of any applicable laws or regulations
6. create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;
7. link directly or indirectly to or include descriptions of goods or services that: (a) are prohibited under this Agreement; (b) are considered as indirect or direct competition to Piaffe Presents business or (c) you do not have a right to link to or include;
8. contain any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information;
9. cause our website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of our website is in any way impaired.

Without limiting our other remedies, we may immediately issue a warning, suspend or terminate your use of Piaffe Presents and refuse to provide our services to you without notice to you if you breach this Agreement or the documents incorporated by reference or if we are unable to verify or authenticate any information you provide to us or if we believe that your actions may cause legal liability for you, our users or us.

Please note that Your Information will be stored and processed on our computers in the UK. Piaffe Presents will hold and transmit your Information in a safe, confidential and secure environment. Piaffe Presents will never sell or rent your personal information to third parties except those described in this agreement.

We do not guarantee continuous, uninterrupted or secure access to our services, and operation of our website may be interfered with by numerous factors outside of our control. Our website and our services are provided "as is" and as and when available, and to the extent permissible by law we exclude all implied warranties, conditions or other terms, whether implied by statute or otherwise, including without limitation any terms as to skill and care or timeliness of performance.

We will not be liable for any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special, indirect or consequential damages (however arising, including negligence) arising out of or in connection with this Agreement. We also have no liability of any sort (including liability for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks and equipment.

This Agreement shall be governed by and construed in accordance with English law and subject to the non-exclusive jurisdiction of the English courts. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

If you have any questions, please contact info@piaffepresents.com

Privacy Policy

We endeavor to protect your personal privacy. By providing your personal details to us, you signify your acceptance of our Privacy Policy. If you do not agree to this statement, please do not provide your personal details to us. This privacy policy is incorporated into, and part of, the Use Agreement, which govern your use of the site in general. We will use your information for the purposes set out below.

If you are a minor (Under the age of 18), you can use this service only in conjunction with your parents or guardians permission.

Collecting Personal Information - Third parties may use tracking technologies by or through the site. We have no responsibility or liability for any tracking, data collection or other activities of such third parties.

We gather the following information from visitors to our site

- * the IP address from which you access the site
- * the type of browser and operating system used to access the site
- * the date and time of your access to the site
- * the pages you visit
- * the internet address of the website from which you accessed the site

We use information to learn about the number of visitors to our site and the type of technology that our visitors use, what sort of content is popular and to assess visitors browsing habits. When a user revisits the site, we may recognize the user. We can use this information to continually improve the content and usability of the site.

We may compile and report to third parties (such as advertisers) aggregate statistics about our users in terms of numbers, traffic patterns and related site information.

We may disclose your personal information if permitted by law or required to do so by law or where we believe such action is necessary in order to protect or defend our interests or the interests of our customers or users of our site.

Due to the open communication nature of the Internet, we cannot guarantee that communications between you and us, or information stored on our servers, will be free from unauthorized access by third parties.

This site may contain links or references to other Web sites outside of our control. Please be aware that we have no control over these sites and our privacy policy does not apply to these sites. We encourage you to read the privacy policy and terms and conditions of linked or referenced sites you enter.

If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Site, we may collect and store such information.

You agree that we may use personally identifiable information about you to improve our marketing and promotional efforts, to analyze site usage, improve our content and customize our site's content, layout, and services. These uses improve our site and better tailor it to meet your needs.

You agree that we may use your information to contact you and deliver information to you that, in some cases, are targeted to your interests, such as communications relevant to your use of the Site.

By accepting Privacy Policy, you expressly agree to receive this information.

You agree that we may use any photo submitted for publication on the Piaffe Presents website for our marketing and promotional purposes (subject to photographers permission).

Due to the nature of the internet, we cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy. By way of example (without limiting the foregoing), we may be forced to disclose information to the government, law enforcement agencies or third parties under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or users may abuse or misuse your information that they collect from our Site. Therefore, you should not expect, that your personally identifiable information or private communications will always remain private.

Piaffe Presents cooperates with law enforcement inquiries, as well as other third parties to enforce laws. We can (and you authorize us to) disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation or other activity that is illegal or may expose us or you to legal liability. Further, we can (and you authorize us to) disclose your User ID, name, address, country, phone number, email, and company name to Piaffe Presents as we in our sole discretion believe necessary or appropriate in connection with any legal investigation.

Piaffe Presents and our users do not tolerate spam. Therefore, without limiting the foregoing, you are not licensed to add Piaffe Presents user, even a user who has purchased an item from you, to your mail list (email or physical mail) without their express written consent after adequate disclosure.

You can review and change the information you submitted in an advert to Piaffe Presents We can amend your details at your request or remove your advert at any time. Please email info@piaffepresents.com if you require any changes to adverts that you submitted. If you change your User ID we keep track of your old one and new one. Certain fields, including your name and email address are required to be submitted to enable you to advertise on Piaffe Presents however you are able to hide your email

address or telephone number on an advert (all adverts must have at least one suitable method of contact). You can have your advert removed from the web site at any time as long as you confirm this by email. This email must be sent from the originator of the advert. You must promptly update your information if it changes.

Upon your written request, we will remove your contact information, from our active databases. To make this request, email info@piaffepresents.com

Such information will be removed as soon as reasonably possible

We will retain in our files information you have requested to remove in some circumstances, such as to resolve disputes and troubleshoot problems. Further, such prior information is never completely removed from our databases due to technical and legal constraints, including stored "back up" systems. Therefore, you should not expect that all of your personally identifiable information would be completely removed from our databases in response to your requests.

Except as otherwise expressly included in this Privacy Policy, this document only addresses the use and disclosure of information we collect from you. To the extent that you disclose your information to other parties, whether they are buyers or sellers on our Site or other sites throughout the Internet, different rules may apply to their use or disclosure of the information you disclose to them.

Piaffe Presents uses standard practices to safeguard the confidentiality of your personal identifiable information. However, "perfect security" does not exist on the Internet.

By accepting this Privacy Policy and the User Agreement, you expressly consent to our use and disclosure of your personal information in the manner