

# General Terms and Conditions of ehorses GmbH & Co. KG

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## **1. Preamble**

- 1.1. The company "ehorses GmbH & Co. KG" (hereinafter referred to as: "ehorses") provides services, including this website (hereinafter referred to as: "Products"), under the following terms and conditions, which are deemed to be binding in the relationship between the User and ehorses upon visiting this website and/or upon purchasing/using the Products, and with explicit consent. Besides governing the relationship between ehorses and the User (hereinafter referred to as the: "User"), whether or not the User has registered with the portal, the following terms and conditions also govern the relationship among Users.
- 1.2. The portal may only be used by legal entities, incorporated partnerships and natural persons of full legal capacity.
- 1.3. It may be the case that ehorses offers certain goods and services under special conditions only. However, ehorses will explicitly point this out to the User in good time before he or she concludes the contract. In the individual case concerned, the special conditions will then apply in addition to these terms and conditions. In the event of overlap, the special conditions shall take precedence.
- 1.4. ehorses hereby expressly objects to any reference to one's own terms and conditions. The conflicting terms and conditions of a User shall be valid only if ehorses agrees to their validity in writing.

## **2. Offers on ehorses**

ehorses provides offers involving various information services and other services. These services include the provision of content, such as data, texts, graphics, drawings, photos, films, links, information and other content, as well as the option to post own content, especially ads, comments, photos and texts. In addition, ehorses offers editorial content on the topic of horses as well as references to external horse-related content. ehorses also provides Users with a classified directory.

## **3. Use of ehorses**

- 3.1. Both free and chargeable services may be available on the online platform. All chargeable services are marked as such.
- 3.2. The services available on the online platform may also include services of third parties to which ehorses merely facilitates access. Additional rules or terms that deviate from these terms and conditions may apply to the use of such services – which are marked as services of third parties in each case.
- 3.3. The User has no entitlement to the continuity or expansion of free services and content.
- 3.4. ehorses is entitled at all times to change services provided for free on the online platform; to provide new services free of charge or for payment; and to stop providing free services. In this connection, ehorses will take into account the legitimate interests of Users in each case.

- 3.5. ehorses restricts its services at times, if need be, to prevent capacity limits from being reached, to ensure the security or integrity of servers, or to implement technical measures. ehorses will take into account the legitimate interests of Users, for example by announcing scheduled maintenance work.
- 3.6. Users may only use the contact details of other Users, which are accessible via the online platform, for private purposes. It is therefore prohibited, for example, for a User's data to be used by employers, recruitment agencies, employment agencies or public or private educational institutions for the purpose of collecting personal data. Promotional use is also forbidden, unless a direct reference is made to a posted ad. It is forbidden for Users to edit, change, translate, show, present, publish, exhibit, duplicate or disseminate, in whole or in part, content provided on the online platform, with the exception of content that they themselves have posted. It is also forbidden to delete or change copyright notices, logos and other marks or proprietary notices.
- 3.7. Any use aimed at exploiting the applications, services and content offered on this online platform for business, commercial or other profitable purposes other than the purposes provided on the online platform is forbidden. In particular, it is not permitted to frame this online platform or individual aspects of it.
- 3.8. Content provided on the online platform may not be copied, disseminated or otherwise made available to the public without the right holder's consent – with the exception of cases permitted by law or where contractually stipulated. As such, it is also forbidden to use computer programs that automatically read data, such as crawlers.
- 3.9. For some services, it may be necessary for the User to download an application (hereinafter referred to as an: app), provided free of charge by ehorses, and install it on his or her mobile end device. To do this, the User may have to register with the app store of the relevant operating system vendor (e.g. Apple App Store). ehorses is entitled to make adjustments to the provision of services that require a new app or an update of the app to be downloaded in order to continue using the services, insofar as this is reasonable for the User.
- 3.10. Data backup is not the subject matter of the contract. ehorses may, but need not, back up data such as the texts and photos contained in ads.

## **4. Registration of a User Account**

- 4.1. The User is required to register a user account, such as under "My ehorses", in order to utilise certain services or to purchase certain products. This can be done, for example, by completing a registration form on the ehorses website. Following the submission of the registration form, ehorses may request confirmation of the email address by clicking on a confirmation link that the User will receive in an email sent by ehorses.
- 4.2. As a general rule, it is possible to register a user account for free, unless otherwise agreed. Gratuitousness does not apply to Premium (Plus) accounts (see point 9).
- 4.3. The User is required to provide data truthfully and fully during registration, especially his or her first name and last name. It is not permitted to use abbreviations, initials, pseudonyms or invented names.

- 4.4. If the User's data change after having registered an account, he or she shall update the details immediately or, if this is not possible, notify ehorses of the changes immediately.
- 4.5. During the registration process, the User sets a password within the framework of the possibilities offered by ehorses. The User shall keep the chosen password secret and keep it protected from access by third parties. It is not permitted to share the password with third parties. If the User mislays his or her password, or discovers or suspects that his or her password is being used by a third party, he or she must notify ehorses to this effect immediately. The User may adapt and change the password in his or her user account at any time. It is recommended to change passwords regularly.
- 4.6. ehorses reserves the right to reject the registration of the User without giving any reason. The contract between ehorses and the User comes into effect upon confirmation of registration or upon receipt of a message stating that registration is complete. The User and ehorses therefore agree that a contract shall come into being even without the User's signature.
- 4.7. ehorses may make further use of the online platform dependent on the User confirming his or her registration to the online platform within a specific period not exceeding 72 hours, even after the contract has come into being. ehorses may especially request this if there are doubts as to the identity of the User. ehorses will inform the User of the need to confirm his or her registration on the online platform and/or by sending an email to the email address provided during the registration process.
- 4.8. The User may only create one free user account. Likewise, only one free user account per household (an economic group composed of several persons living together) may be created. It is only permitted to create a further account with the approval of ehorses. It is not permitted to circumvent this limitation, particularly by using different data. By registering, the User affirms that he or she has no other user account on the online platform of ehorses and that he or she has not been excluded from its use. User accounts are not transferable.

## **5. Content on ehorses**

- 5.1. Users are given the opportunity to post content (texts, images, other files) themselves in the context of offers. The User is solely responsible for any content he or she posts on the online platform, including any uploaded files, whether public or private. Users may not post content that violates applicable law, infringes the rights of third parties, violates the principles of the protection of minors or transgresses standards of public decency. It is forbidden to specify value added service numbers (in particular 0900 and 0137 numbers).
- 5.2. The User undertakes in particular not to post and/or leave posted and/or use in the context of communication any of the following content:
- Links to other websites or sales platforms; this applies even if only the address is named, without an active link;
  - Content of an offensive, threatening, slanderous, harassing, objectionable, pornographic, abusive, racist or xenophobic nature, or content that glamorises and incites violence;
  - Content that portrays material exclusively or only under another company name, brand name or other trade name or registered mark, unless the User has the right to publish such content;
  - Content containing the personal data of other Users or third parties;
  - Content that has already been deleted or blocked;
  - Content that is false and

- Content that serves the purpose of advertising for commercial purposes, and especially for other websites and internet services.

5.3. It is also forbidden for the User to:

- Send junk mail, spam mail or chain letters;
- Call for rallies of any political orientation;
- Harass other Users, for example by personally contacting them several times without or against the will of the other User, or promote or support such harassment;
- Deliberately disrupt dialogue between other Users;
- Pretend to be somebody else;
- Link to other websites that breach these conditions.

5.4. ehorses is entitled to block, delete or refuse to use content that breaches these terms and conditions. ehorses shall not lose its entitlement to remuneration with regard to such services.

5.5. The User has no entitlement to the posting, unblocking or reposting of content. Regardless of these measures, ehorses reserves the right to terminate the contractual relationship.

5.6. If third parties or Users draw the attention of ehorses to unlawful or otherwise objectionable content, ehorses is entitled to block such content immediately and without informing the User beforehand. ehorses shall not lose its entitlement to remuneration with regard to such content.

5.7. If files are uploaded with content showing one or more other persons besides the User, the file may only be uploaded and linked with the prior consent of those persons.

5.8. Once a file has been uploaded, it can be removed or replaced by the User who uploaded the file at any time with future effect.

5.9. Users shall observe applicable statutory regulations with regard to content design (for example, any requirement there may be for provider identification "Legal Notice").

## **6. Granting of Rights Concerning Posted Content**

6.1. The User grants ehorses a worldwide, non-exclusive, transferable, royalty-free right to use in any way any and all of the content he or she has posted, including uploaded files, in particular for the storage, duplication, dissemination and communication to the public, also outside the online platform, such as in print media.

6.2. The transfer of the rights of use therefore also applies for use in other media and formats, such as newspapers, as well as in advertisements. ehorses is in particular entitled to use posted content itself and/or by way of third parties, for example by incorporating some or all of the posted content into other websites (e.g. social media), apps, emails, and in print, radio and TV marketing campaigns.

- 6.3. The User permits ehorses to edit, redesign and translate posted content. This particularly applies in order to adapt posted content to the formats and presentation required to be able to use the content, to translate it or to improve the quality of the content. ehorses is also entitled to publish advertisements in or close to content posted by the User.
- 6.4. The rights of use shall be transferred free of charge by the User. ehorses is entitled to transfer to third parties, whether for payment or without payment, the rights of use that have been transferred to it. The legitimate interests of the User will be taken into account when transferring rights of use.
- 6.5. The rights of use shall be transferred permanently and irrevocably to ehorses by the User.
- 6.6. ehorses will transfer the right of use in such a way that material may be used without a copyright notice. The User assures that he or she may grant such rights.

## **7. Indemnity**

- 7.1. The User indemnifies ehorses from all and any claims of third parties and other Users lodged against ehorses due to content posted on the online platform by the User, including uploaded files, in the case that the User is responsible for the infringement. The indemnity covers, in particular, the cost of any legal defence that may be necessary, as well as compensation for damages.
- 7.2. In the event of claims against ehorses, the User is required to make available immediately, truthfully and fully, all information that ehorses requires in order to examine the claims and defend itself.

## **8. Ads on ehorses**

- 8.1. ehorses also provides an ad platform where Users may post ads containing descriptions, photos and contact details. Users can browse the database of listed offers and view ads. Users are able to send an email to other Users via a contact form concerning an ad; they can also contact them by using the phone number provided. Users also have the possibility to flag certain ads in a personal user account ("Add to watch list"), in order to retrieve them later. Search requests can also be created; the User will then be notified by email of any new ads that match his or her search criteria.
- 8.2. With regard to the ad platform, ehorses merely provides technical services for handling Users' offer management, and shall not itself be a party to any contracts subsequently concluded between Users.
- 8.3. The scope of services offered free of charge is determined by the actual offer on the online platform. Details about the services are set out on the online platform. The scope of services of chargeable services, which are, in particular, use of the platform as a Premium (Plus) customer or for individual ads and additional services, is set out separately in point 9 of these General Terms and Conditions.
- 8.4. ehorses endeavours to ensure appealing ads. Users are therefore required to accurately describe posted ads, and especially to state any known shortcomings or health issues. The User shall check the ads that he or she has posted at fourteen-day intervals to ensure that the details are up to date. If the subject of an ad has been sold or is otherwise no longer available for sale, the ad shall be deleted from ehorses immediately.

- 8.5. It is not permitted to offer several horses bundled together as a package in a single ad; they must be advertised individually. A horse may only be advertised once. This is also the case when an ad has already been placed by a third party. It is only permitted to post ads where the User is capable of concluding a legally enforceable contract on the purchase without delay.
- 8.6. The User may only post ads in accordance with the predefined classifications and categories, e.g. under the classified ads. In addition, it is not permitted to post content with the aim of promoting one's own or third-party sales or procurement of goods or services (advertising). In particular, it is not permitted to offer services and goods that do not fall under the predefined classifications and categories.
- 8.7. Offers may only be posted in one's own name for items belonging to the User; they may not be posted for third parties.
- 8.8. Once ads have been posted, their essential characteristics may not be adapted; instead, they must be deleted and reposted, unless otherwise expressly agreed between the User and ehorses. In the case of horses, such characteristics are the horse's gender (with the exception of: stallion to gelding), type and breed.
- 8.9. The User undertakes in particular not to post any of the following content and/or to keep such content posted and/or to use such content in communications:
- Multiple goods and/or services within one ad, especially also bundled offers;
  - Multiple listings of the same goods and/or services within a category;
  - Ads containing goods and/or services that are no longer available for sale.

## **9. Additional Services for Ads**

The following conditions apply additionally for certain ehorses services that are provided for a fee. If these conditions overlap or contradict the above, the following more special conditions shall take precedence. These services require an internet connection and a valid email address that third parties can use to invoice the User for costs. ehorses has no influence on this.

### **a) Additional Chargeable Services**

ehorses gives Users the possibility to purchase various additional options for his or her ad. These additional options either create the possibility to post an ad (e.g. additional ads with a user account that facilitates only a certain number of free ads) or improve the ad options (e.g. special listing options by highlighting search results).

The following conditions apply additionally to these services:

#### **(1) Scope of Services**

The scope of services arises from the currently applicable price list. In this connection, additional options are always bound to a specific ad, unless otherwise agreed. When the posted ad expires (following deletion or the expiration of three months, unless otherwise agreed), the possibility to use the additional service also ends. The User is forbidden to circumvent this by changing the ad details.

#### **(2) Termination**

Termination is not required because the additional option expires automatically upon the expiry of the ad.

## **b) Premium (Plus)**

ehorses gives Users the possibility to act as Premium (Plus) customers. Premium (Plus) customers receive a variety of benefits when posting ads on ehorses.de. The use of ehorses as a Premium (Plus) customer is subject to a charge in accordance with the currently applicable price list, unless otherwise agreed.

The following conditions apply additionally to these services:

### **(1) Scope of Services**

The scope of services arises from the currently applicable price list. In particular, unlimited ads are possible, taking into account point 8. of these conditions. Premium (Plus) accounts are non-transferable, and may not be used by several Users, except where it is used by representatives of the User.

### **(2) Termination**

The contract for Premium (Plus) services shall be concluded for an indefinite period and shall have the minimum contract term agreed in each case. If a minimum contract term has not been agreed, it shall be 3 months. Notice of termination must be given with the agreed notice period to the end of the respective contractual month. If a notice period has not been agreed, it shall be 3 months. The agreed minimum contract period and notice period is displayed in the user account. The termination on the part of the user must be in text form. In case of test offers for Premium (Plus) customers, a termination is also possible by clicking the button "I want to terminate my Premium subscription". ehorses may declare the termination in written form or text form. If the contract for Premium (Plus) Services is not terminated in due time, the contract for Premium (Plus) Services will be extended for an indefinite period of time and may be terminated with a notice period of one month.

## **10. Termination**

10.1. In the absence of a more specific arrangement, the User may at any time terminate contracts for free services with ehorses at the end of the calendar month by giving fourteen days' notice; contracts in the context of a trial offer may be terminated at any time. An appropriate declaration in text form to ehorses or – where stipulated – a declaration via a termination function on the ehorses website suffices to terminate the contract.

10.2. ehorses may at any time terminate the contract in written or text form at the end of the month by giving fourteen days' notice. This may be effected in written or text form.

10.3. Termination for good cause remains unaffected by the above periods of notice.

10.4. ehorses is in particular entitled to terminate the contract without notice for good cause if:

- The User provided incorrect information during the registration process;
- Several user accounts were used by one User;
- Trial offers were used several times by the User;
- The login details have been lost or there are grounds to suspect their misuse by a third party;
- The User misuses the services of ehorses or the online platform;
- The User violate the rights of third parties in connection with the use of the online platform;
- The User has repeatedly received negative feedback, endangering the community of Users and their trust in this online platform, making it appear necessary to block the account in order to protect the other Users or safeguard their interests;
- The User has breached these General Terms and Conditions in any other way.

- 10.5. Upon termination of the contract, the User's profile and all of the User's personal data on the online platform will be permanently removed within 24 hours – or blocked if there are retention requirements. Contributions and content that the User made accessible to third parties or other Users before the termination of the contract, such as photos, comments and posts, will not be deleted. Such content will continue to be available, together with the date of publication, albeit without stating the User's name. Data required to assert claims under civil or criminal law against the User will not be deleted either, insofar as these claims are in effect upon termination of the contract, nor will the data required for settlement (insofar as the User used chargeable services).
- 10.6. In the event of a termination by ehorses, the User is forbidden to re-register with the online platform.
- 10.7. If the termination by ehorses is based on a culpable breach of duty on the part of the User, ehorses may, in the case of existing fee-based contracts requiring a user account, claim damages amounting to the remaining fee up until the next ordinary right to terminate, which ehorses may, according to these terms and conditions, declare due in full at any time. This shall not apply if the User proves that no damages – or considerably lower losses – were incurred.

## **11. Prices**

- 11.1. The prices referred to are final prices, including applicable VAT. Prices are governed by the currently applicable price list, which is available at <https://www.ehorses.com/static/pricelist>. Prices are changed by changing the price list available on the internet. The new prices apply when the new price list is available on the internet.
- 11.2. Additional costs may be incurred due to internet connections. Where such costs are incurred, they shall be paid to the relevant internet provider. The amount will depend on the rate selected by the User. ehorses has no influence on the amount.

## **12. Trial Offers**

Trial offers are applicable to new customers only. New customers are Users who did not have any contractual relationship with ehorses prior to accepting the trial offer and, in particular, have never before tested the services provided by ehorses. If a User gains unauthorised access to a trial offer (e.g. by re-registering or by giving false information), ehorses is entitled to immediately block the user account and to claim the normal charges applicable in the absence of conditions for new customers up until the next ordinary right to terminate the contract.

## **13. Invoicing and Payment**

- 13.1. Invoices for Premium (Plus) customers will be made available to the User in his or her user account on ehorses.de; they are deemed to have been received upon being placed there. The User is required to check for new messages in his or her user account on work days. Invoices for other chargeable services will be sent by email.
- 13.2. Where stipulated in the contract, invoices may, on request, be sent by post to the User's address for a fee, calculated according to the price list.

- 13.3. The contractually agreed fee is payable by Premium (Plus) customers on the first work day of the calendar month for the previous calendar month (or part thereof). Otherwise, the contractually agreed fee is payable in advance, and at no charge to ehorses, immediately after invoicing. In the case of SEPA Direct Debit payments, the account will be debited within two work days of placing the invoice in the user account on ehorses.de or sending it via email. Premium (Plus) customers will be informed of the debit date in the invoice. The period for informing the User beforehand about the debit date is shortened to two days.
- 13.4. Payment may be made by SEPA Direct Debit, PayPal (not for Premium (Plus) customers) or credit card.
- 13.5. In the case of SEPA Direct Debit payments, the User shall bear any costs arising as a result of the return of a payment due to insufficient funds or due to the User having provided incorrect bank details.

## 14. Default in Payment

- 14.1. In the event of a default in payment by the User, ehorses is entitled to stop providing the service and, in particular, to block the User's ads. The requirement to pay the fee continues to apply during the period of discontinued service provision due to the default in payment. In the event of a default in payment, ehorses is entitled to claim statutory default interest and other damage caused by delay and, in particular, commission third parties to collect the payment.
- 14.2. If the User
- a) defaults on payment of the fee, or a large part thereof, for two consecutive months or
  - b) defaults on payment of the fee over several months, with the amount in default being equivalent to the fee for two months, ehorses may terminate the contractual relationship without notice.
- 14.3. In the event of termination, the User is required to pay damages amounting to the remaining fee up until the next ordinary right to terminate, which ehorses may, according to these terms and conditions, declare due in full at any time. This shall not apply if the User proves that no damages – or considerably lower losses – were incurred.
- 14.4. If the User is blocked due to a default in payment, ehorses is entitled to request an activation fee in accordance with the [price list](#).
- 14.5. Reminder fees are incurred in accordance with the [price list](#).

## 15. Right of Withdrawal

Consumers have a fourteen-day right of withdrawal.

If you are a consumer within the meaning of Section 13 of the German Civil Code (BGB), i.e. a natural person who enters into a legal transactions for purposes that predominantly are outside his or her commercial or independent professional activity, the following right of withdrawal applies to you:

## Information on the Right of Withdrawal

### Right of Withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The withdrawal period is fourteen days, starting on the day when the contract was concluded. To exercise your right of withdrawal, you must notify us (ehorses GmbH & Co. KG, Rittergut Osthoff 5, 49124 Georgsmarienhütte, Germany, email: support@ehorses.de, Tel.: +49 5401 88 13 200) of your decision to withdraw from this contract by making a clear declaration to this effect (e.g. by posting a letter or sending an email). You may, but need not, use the attached specimen withdrawal form to do so.

In order to observe the withdrawal period, it suffices to send the notification of your exercise of the right of withdrawal before expiry of the withdrawal period.

### Consequences of Withdrawal

If you withdraw from this contract, we shall repay to you all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you chose a different type of delivery to the cheaper, standard delivery we offer) immediately and

at the latest within fourteen days of the day on which we received the notification of your withdrawal from this contract. We shall use the same means of payment for making this repayment that you used for the original transaction, unless otherwise explicitly agreed with you;

we shall under no circumstances charge you a fee for this repayment.

If you requested the services to start during the withdrawal period, you shall pay us a reasonable amount which is in proportion to the extent of the service already provided up to the point when you notified us that you would exercise your right of withdrawal from this contract in comparison with the total extent of the services provided for in the contract.

### Withdrawal form template

(If you wish to withdraw from the contract, please complete this form and return it to us.)

To: ehorses GmbH & Co.KG, Rittergut Osthoff 5, 49124 Georgsmarienhütte, Germany, email: support@ehorses.de

I/We (\*) hereby withdraw from the contract concluded with me/us (\*) for the purchase of the following items (\*) / performance of the following service (\*):

Ordered on (\*) / received on (\*):

Consumer's/Consumers' name:

Consumer's/Consumers' address:

Consumer's/Consumers' signature (only in the case of notification on paper)

Date

(\* delete as appropriate.

## **16. Liability**

- 16.1. In the event of a shortcoming, warranty rights are governed by German statutory provisions.
- 16.2. Without prejudice to the above rules regarding warranty rights and the following limitations of liability, ehorses shall be liable without limitation for damage to life, limb or health due to a negligent or wilful breach of duty by its legal representatives or vicarious agents, as well as for damages which are covered by liability according to the Product Liability Act (ProdHaftG), and for all damages due to wilful or grossly negligent breaches of contract or fraudulent intent on the part of its legal representatives or vicarious agents.
- 16.3. ehorses shall also be liable for damages caused by simple negligence if and the extent to which this negligence concerns the breach of contractual obligations, adherence to which is of particular importance to achieving the purpose of the contract (referred to as cardinal duties). However, ehorses shall only be liable if the damage is typically related to the contract and is foreseeable. For the rest, ehorses shall not be liable in the event of breaches of non-material secondary obligations caused by simple negligence. The above limitations of liability also apply even if the liability for legal representatives, executive staff members or other vicarious agents is concerned.
- 16.4. Any further liability is excluded.

## **17. Information Regarding Dispute Settlement**

The European Commission provides the option of creating a complaint for Online Dispute Resolution (ODR) for consumers on [this website](#). We are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

## **18. Place of Jurisdiction**

If the User is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship is the place of business of ehorses. However, ehorses is also entitled to take legal action at the User's general place of jurisdiction.

## **19. Amendment of these Terms and Conditions**

- 19.1. ehorses reserves the right to change provisions of these General Terms and Conditions at any time and without stating any reasons, taking into account the requirements described below: ehorses shall send changes to the customer in written or text form to the email address or postal address stated by the User no later than two weeks before they come into effect. If the User does not object to the validity of the new General Terms and Conditions within two weeks of receiving notification, and if he or she continues to use the services, and especially services provided by ehorses, after the expiry of the objection period, the amended General Terms and Conditions are deemed to have been accepted. ehorses undertakes to refer separately to the significance of the two-week deadline in the notification containing the amended provisions.
- 19.2. If the User does not object to the validity of the new General Terms and Conditions within the deadline specified in the point above, ehorses remains entitled to ordinarily terminate the contractual relationship with the User with a notice period of two weeks.

## **20. Final Provisions**

In the event that individual provisions of this user agreement are ineffective, the remaining provisions shall remain in effect.

ehorses GmbH & Co. KG