



Terms and Conditions

USER AGREEMENT This Agreement sets out the terms and conditions relating to the online content provided free of charge and content subject to payment (“Free and Paid-for Content”) that CGP Equestrian (“the Site owner”) will provide to you (“the User”).

By accessing www.cgpequestrian.ie (“the Site”) the User is agreeing to the terms and conditions below. If the User uses the Site in the course of business the User is also agreeing to these terms and conditions on behalf of that business. If the User does not agree with the terms and conditions (or the User is not authorised to do so) the User should not use the Site.

If the User has any questions they should contact the Site owner at info@cgpequestrian.ie

Services and Fees

The Site owner shall provide Free and Paid-for Content. This includes [a subscription for Paid-for Content available]. The Site owner reserves the right to vary the Free and Paid-for Content and does not guarantee that the content provided free of charge (“Free Content”) will remain free of charge and does not guarantee that the content provided subject to payment (“Paid-for Content”) will remain a paid-for service.

The User shall agree to pay any subscription fees (“Fees”) at rates in effect when the charges are incurred. The User must provide the Site owner with complete and accurate payment information. The User can pay using a credit or debit card or by setting up a standing order. By submitting credit or debit card details to the Site owner the User warrants that they are entitled to purchase the Paid-for Content using those payment details. In the event of an unauthorised payment the Site owner reserves the right to suspend or terminate the User’s access to the Site and Paid-for Content. If no payment authorisation is received or payment authorisation is subsequently cancelled, the Site owner may immediately terminate or suspend access to any Paid-for Content and/or the Site. The Site owner will try to process the User’s request for any Paid-for Content promptly but does not guarantee that the Paid-for Content will be available to the User by any specified time. A contract with the User for a Paid-for Content will come into effect when the



Username and Password are issued to the User. The User having paid the Fee for a subscription for the supply of Paid-for Content for a defined period the User will have no right of cancellation for the supply of the Paid-for Content other than the right to cancel the subscription for Paid-for Content. This does not affect the User's statutory rights. Registration, Passwords and Privacy The use of the Site signifies the User's consent to the Site owner collecting and using personal information about the User in accordance with the Site owner's Privacy Policy. The User can read the Privacy Policy at [link]. The User does not have to register to use the Site in order to access it and enjoy the content other than the Paid-for Content. If the User wishes to access the Paid-for Content the User will be asked to provide the Site owner with accurate, complete registration information, including contact details, and it is the User's responsibility to update and maintain this information. The Site owner is entitled to rely on this information to provide Paid-for Content. The User will also be requested to create a Password in a format specified by the Site owner ("the Password"). The User shall not disclose the Password to any other person or entity and shall ensure that the Password remains confidential at all times. In the event that the User knows or has a reasonable suspicion that a third party knows the User's Password, the User shall notify the Site owner immediately by contacting the Site owner at [email address]. If the Site owner has reasonable grounds for believing that the User has misused or is misusing the Password, the Site owner may require the User to change the Password or may suspend the User's use of the access to the Site, including Paid-for Content, until such time as the Site owner is satisfied that the security of the Site is no longer compromised by the User's activities. Limitations on Use of the Site All content and services provided by the Site owner belongs to the Site owner [or is licensed to the Site owner by licensors including Blacknight]. The Site owner [or its licensors, including Blacknight] own all the intellectual property rights in the content and services. The content and services provided are solely for the personal use of the User and the User shall not sub-license, distribute, sell, supply, modify, adapt, amend, incorporate, merge, or otherwise alter any content or service provided under this Agreement. The User shall not remove or replicate any logo, copyright or proprietary notices, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded in the content or services. The User shall not carry out any act or omission or permit any act or omission to take place that infringes or is likely to infringe any intellectual property rights owned or used by the Site owner or its licensors including Blacknight or otherwise relating to the Site. Limitation of Liability and Indemnity. The User expressly agrees



that the use of, and browsing of the Site is at the User's own risk. Neither the Site owner nor any other party involved in creating, producing or delivering the Site, including Blacknight, is liable for any direct, incidental, special, consequential, indirect or punitive damages arising out of the User's access to, or use of, or inability to use the Site or any linked site or for the cost of procurement of substitute goods or services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through the Site or resulting from any unauthorised access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible property including legal costs and expenses, even if the Site owner has been advised of the possibility of such damages. The User expressly agrees that the downloading of any material from the Site is at the User's own risk. Neither the Site owner nor any other party involved in creating, producing or delivering the Site, including Blacknight, is liable for any direct, incidental, special, consequential, indirect or punitive damages resulting from the User downloading material from the Site or any linked site, including but not limited to, damages for loss of profits, use, data or other intangible property including legal costs and expenses, even if the Site owner has been advised of the possibility of such damages. Without limiting the foregoing, everything on the Site is provided to the User "as is" and "as available" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of satisfactory quality, fitness for a particular purpose or non-infringement. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to every User. The User must check their local laws for any restrictions or limitations regarding the exclusion of implied warranties. While the Site owner will use reasonable efforts to include accurate and up to date information on the Site, the Site owner makes no warranties or representations as to its accuracy or completeness. The Site owner is not responsible for any errors or omissions or for the results obtained from the use of such information. The information is provided with the understanding that the information does not constitute any form of advice, recommendation or arrangement by the Site owner or its affiliates or any other party involved in the Site and is not intended to be relied upon by Users in making (or refraining from making) any decisions based on such information. The User must make their own decisions on whether or not to rely on any information posted on the Site. The Site owner reserves the right to modify information displayed on this Site but it does not make any commitment to update the information displayed on this Site.



No party [other than the Site owner] who is involved in the workings of the Site, including Blacknight, will at any time be liable or responsible in any way for the content, including Paid-for Content, and information provided on or via the Site and for the User's use of the Site. From time to time the Site owner will make available to the User links from the site to third party sites. These sites are not in any way approved, checked, edited, vetted or endorsed by the Site owner and the User agrees that the Site owner shall not be responsible or liable in any way for the content, advertising or products available from such sites, the quality, functionality, suitability or legality of such sites or for any dealings that the User may have, or the consequences of such dealings, with such third party site operators. Any arrangements made between the User and any third party named on the Site owner's Site are at the User's sole risk and responsibility and the Site owner expressly disclaims any liability for third party information or opinions posted on this Site or any linked Sites that arises under criminal or civil laws relating to defamation, intellectual property, infringement, privacy, obscenity, or any other area of law. Indemnity The User agrees to indemnify, keep indemnified, defend and hold the Site owner and its parent companies, subsidiaries, affiliates and their respective officers, directors, employees, owners, agents, information providers and licensors, including Blacknight, (collectively the "Indemnified Parties") harmless from and against any and all claims, damages, liability, losses, costs and expenses (including legal fees) (whether or not foreseeable or avoidable) incurred or suffered by any Indemnified Party and any claims or legal proceedings which are brought or threatened arising from the User's use of, connection with or conduct on the Site or any breach by the User of these terms. The Site owner or Blacknight reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, and in such case, the User agrees to co-operate with the defence of such claim. Consequences of Breach of these Terms In the event that the Site owner or Blacknight considers or determines, in their complete discretion, that the User has breached, violated or contravened the Agreement or has otherwise demonstrated inappropriate conduct in the use of the Site or the content or services they reserve the absolute right to: (a) warn the User that they have violated the Agreement and ask the User to discontinue such conduct; (b) discontinue the User's membership of the site and/or any other related services, including Paid-for Content; and (c) take measures (including terminating, suspending or restricting the User's use of the Site) to prevent the User from using the Site or linking to the Site. Third Parties The provisions of the Contracts (Rights of Third Parties) Act



1999 shall not apply to this Agreement, except in relation to the rights of Blacknight. Proper Law and Jurisdiction This Agreement and all matters arising from it shall be governed by and construed according to the laws of England, Wales, and the US, and shall be subject to the [exclusive] jurisdiction of the courts of England, Wales, and the US. Entire Agreement This Agreement supersedes all prior agreements, arrangements and undertakings and constitutes the entire agreement relating to the subject matter of this Agreement. The User confirms that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement