

GENERAL

This Website (“**Website**”) is owned by and/or operated by Horses Mouth Ltd, a company incorporated under the laws of the Republic of Ireland (registration number 426578), having its registered office and principle place of business at Horses Mouth Ltd, 2 Liptons Court, Temple Lane South, Temple Bar, Dublin 2. If you have any questions regarding the Website or these terms and conditions, or in the unlikely event that you have any complaints about this Website, you can contact us at the above address

SCOPE

PLEASE READ THESE TERM AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE.

These terms and conditions, together with any other policies referred to in these terms and conditions (including any policies or documents to which a link is provided from these terms and conditions) (together “**Terms**”) apply to your use of this Website. By using this Website you agree to comply with and be bound by these Terms. Horses Mouth Ltd may change these Terms at any time in accordance with the Terms herein. Please review these Terms periodically for modifications.

Please note that these Terms do not affect your statutory rights as a consumer.

INTELLECTUAL PROPERTY

The Horses Mouth Ltd trade mark as well as all trade marks, whether they are figurative or not, and all other marks, trade names, service marks, brand names, trade or business names, illustrations, images, logos, registered or unregistered designs, copyrights and patents (“**Intellectual Property**”), which appear on our Website whether registered or not, are and remain the exclusive property of Horses Mouth Ltd. Any reproduction, whether complete or partial, modification or use of the Intellectual Property, for whatever reason and in whatever medium, without our written, express and prior agreement, is strictly prohibited, as is any combination or use in conjunction with any other mark, symbol, logo and more generally any distinctive sign intended to form a composite logo.

USE OF THIS WEBSITE

The Website may allow its users to open an account and submit material and/or post reviews of horse racing events as well as general postings of messages and other communications in chat rooms, bulletin boards or other forums (“**User Messages**”). This Website is for the use of residents in Ireland and the United Kingdom. Residents of other countries will be able to register on the website; however it is their sole responsibility to ensure that their involvement with this Website does not contravene any local laws of their country of residence. If a user’s involvement is deemed to contravene any local laws, we may in our sole discretion close such user accounts. You may only hold one account on this Website.

You expressly agree to use the services on this Website only to send User Messages that are appropriate and that are related to the topic of the particular forum. We do not edit or control the User Messages posted to or distributed on this Website including through any personal pages, bulletin boards or other communications forums, and will not be in any way responsible or liable for such

User Messages. We nevertheless reserve the right for any reason in our sole discretion to remove without notice any User Messages.

The following is a non-exhaustive list of the kind of User Messages that are illegal or prohibited on the Website. Horses Mouth Ltd reserves the right to amend this list at any time and to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the service and terminating the right to use the Website of such violators. It includes User Messages that:

- are patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
- are defamatory or libellous;
- promotes information that you know is false, misleading or promotes illegal activities or promotes conduct, or that is abusive, threatening, or obscene;
- promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world; or
- engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

By posting or distributing User Messages on the Website you expressly grant Horses Mouth Ltd an irrevocable right to make available such User Messages and such User Messages may be freely used, copied, published, translated and distributed in any medium and in any form including for advertising and promotional purposes by others without your permission. You agree not to post or distribute any information or material that is copyrighted by any third party without the express written consent of such party, and you agree to indemnify and hold harmless Horses Mouth Ltd from any claim arising out of or relating to your violation of this provision.

You are responsible for the use of your account by anyone using your account. You are responsible for ensuring that any use of your account fully complies with these Terms.

You agree to inform Horses Mouth Ltd of any apparent breaches of security or unauthorised use of an ID or password. Horses Mouth Ltd may terminate your access or close an account where it considers, in its sole discretion, that there has been a breach of these Terms.

NOTICE AND TAKEDOWN POLICY

Horses Mouth Ltd operates on a “notice and takedown” basis. If you have any complaints or objections to material or content including User Messages posted on this Website, or if you believe that material or content posted on this Website infringes a copyright that you hold, please contact us immediately by following our notice and takedown procedure. Click here to view the Notice and Takedown Procedure [\[insert link\]](#). Once this procedure has been followed we will make all reasonable endeavours to remove illegal content within a reasonable time.

COMPETITIONS

When you open an account on this Website you may be given the opportunity to take part in online competitions (“Competitions”). All competitions are subject to the Terms. Horses Mouth Ltd is the promotor of all Competitions.

The Competitions are not open to employees or agents of Horses Mouth Ltd or any affiliated companies and subsidiaries or any third parties involved in the Competitions. You confirm that you are over 18 years of age.

Prizes will be awarded to users who meet the criteria specified for the relevant Competition (“Winners”). The decision of any judging panel with regard to Winners and allocation of prizes shall be final.

In the event that the Winners incur charges or expenses for any item, product and/or service not specified in the prize description, payment of these charges or expenses will be the responsibility of the Winners.

The prizes are non-transferable, and will only be awarded to the Winners. There are no cash or other alternatives for the prizes. Notwithstanding the foregoing, if due to circumstances beyond our control the prizes are not available, we reserve the right to substitute prizes of equal value or not to award any prize as they may determine in their sole discretion.

Horses Mouth Ltd reserves the right in its absolute discretion to the extent permitted by law to disqualify any entry, or, in the event of circumstances beyond our control, which in its opinion makes it desirable, to cancel or adjourn the Competition at any stage and we accept no responsibility for failure to fulfil the Competitions.

The Winners of Competitions may be required to take part in publicity or promotional activities associated with the Competitions. Accordingly, you consent to the publication by us of your name, and/or photograph. No fees of any kind will be paid to the Winners for any publicity or any other promotional activities associated with the Competitions.

You warrant that your submission is original in its entirety and your independent creation in all respects. You agree that we shall have an unrestricted right to publish, make available, reproduce, adapt or use your submission or any part thereof, for any promotional or publicity purposes.

EXCLUSIONS OF WARRANTIES

Horses Mouth Ltd MAKES NO REPRESENTATION OF ANY KIND REGARDING THE SUITABILITY OF THE WEBSITE AND/OR ITS CONTENT OR ANY PORTION THEREOF FOR ANY PURPOSE. ALL SITE CONTENT IS PROVIDED “AS IS” AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Horses Mouth Ltd DISCLAIMS AND EXCLUDES ALL TERMS, CONDITIONS AND WARRANTIES, IN RELATION TO THE WEBSITE AND /OR ANY SERVICES OFFERED THEREIN WHETHER EXPRESS OR IMPLIED

BY STATUTE OR OTHERWISE OR ARISING FROM ANY PREVIOUS COURSE OF DEALING OR USAGE OR TRADE PRACTICE.

LIMITATIONS OF LIABILITY

Nothing in these Terms limits or excludes our liability for (i) death or personal injury caused by negligence, (ii) fraudulent misrepresentation, or (iii) any other liability which cannot be limited or excluded by applicable law.

SUBJECT TO THE FOREGOING, YOUR USE THE WEBSITE IS AT YOUR OWN RISK AND NEITHER Horses Mouth Ltd NOR THE PARTIES WHO PROVIDE INFORMATION INCLUDING USER MESSAGES AND MATERIAL FOR PUBLICATION WITHIN THE WEBSITE SHALL BE LIABLE WHETHER IN CONTRACT, IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE FOR ANY LOSS OR DAMAGE OF ANY SORT INCLUDING WITHOUT LIMITATION ECONOMIC LOSS, LOSS OF REVENUES, DATA, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS OR LOSS OF GOODWILL OR REPUTATION AND/OR SPECIAL OR INDIRECT LOSSES ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE WEBSITE AND/OR THESE TERMS.

DATA PROTECTION

If you wish to open an account on this Website you must provide us with the required information, such as name, address, email address. By entering this information on the Website you represent and warrant that (i) you are using your actual identity; and (ii) all information you provide is true, accurate, current and complete as at the time of registration.

Horses Mouth Ltd fully respects the privacy of individuals who access and use this Website. For details on the manner in which we use cookies, the type of information we collect, how we use your information and under what circumstances we disclose information please read our Privacy Policy **[Note: insert hyperlink to Privacy Policy here]**.

LINKS TO THIRD PARTY WEBSITES

The Website may contain links to third-party web sites. The linked sites are not under the control of Horses Mouth Ltd, and Horses Mouth Ltd is not responsible for the contents of any linked site. Horses Mouth Ltd provides these links as a convenience, and a link does not imply endorsement of, sponsorship of or affiliation with the linked site by Horses Mouth Ltd. Linked sites are owned and operated by independent retailers or service providers, and therefore, Horses Mouth Ltd cannot ensure that you will be satisfied with their products, services or business practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties.

ASSIGNMENT

We reserve the right to transfer, assign, novate or sub-contract all or any of our rights and obligations under these Terms provided that your rights under these Terms are not affected. You may not assign, sub-contract or otherwise transfer any of your rights or obligations under these Terms without our consent in writing.

MODIFICATIONS TO THE TERMS

We reserve the right to make changes to these Terms at any time in our sole discretion where we deem it necessary for legal, general regulatory and technical purposes or due to changes in services provided or layout of the Website. Notice of such changes will be posted on the Website. Please access and review these Terms periodically to ensure you have the most up-to-date version.

EVENTS BEYOND OUR CONTROL

We will not be held responsible for any delay or failure to perform or comply with our obligations under these Terms if the delay or failure arises from any cause, which is beyond our reasonable control.

SEVERANCE

Each provision of these Terms shall be construed separately and independently of each other. If any provision is deemed invalid, void or otherwise unenforceable, that provision shall be deemed severable and not affect the enforceability of any of the other provisions of these Terms.

GOVERNING LAW AND JURISDICTION

These Terms and all transactions relating to this Website are governed by the laws of the Republic of Ireland and you, and we, hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Ireland.