

GENERAL TERMS AND CONDITIONS OF USE AND SALE

SECTION 1 : PREAMBULE

ARTICLE 1. PRESENTATION OF THE SITE

The FoalR.com website (the "**Website**") is edited by FoalR, a French simplified joint-stock company with a share capital of 40,500 euros, whose registered office is located at 2 rue Jean Perrin in Colombelles (14460), registered with the Caen Trade and Companies Register under number 908 777 709 ("FoalR") and whose purpose is to implement a marketplace-type IT platform.

The Website is a platform for connecting owners and/or distributors of stallions with potential purchasers in order buy and sell services as well as any accessory services.

ARTICLE 2. PURPOSE OF THE GENERAL GTC OF USE AND SALE

These General Terms and Condition of Use and Sale (the "**GTC**") govern access to and use of the Website and are ac **GTC** accessible directly on the Website or upon request.

The also govern any Transaction taking place via the Website, for which a written agreement has not been entered into between the Seller and the Purchaser and take precedence over this agreement for any provisions that do not comply with it.

The purpose of the Website is only to put Sellers and Purchasers in contact with each other, who may act in the context of a private or professional activity, who undertake, by using the Website, to comply with the obligations imposed on them in the GTC.

ARTICLE 3. ACCEPTANCE AND MODIFICATION OF THE TERMS OF USE AND SALE

Access to and use of the Website as well as any Transaction are subject to acceptance and compliance with these GTC. Each User must read and accept them before using the Website.

If one or more stipulations of these GTC are held to be null and void or declared as such pursuant to a legislative or regulatory provision or following a final judicial decision, the other provisions of the GTC shall retain their full force and scope.

The fact that FoalR does not avail itself of a stipulation of these GTC does not constitute a waiver of the right to avail itself of this stipulation at a later date.

FoalR reserves the right, at any time and without prior notice, to modify the Website, as well as these GTC, in particular to adapt to changes in legislation and the Website by making new features available or removing or modifying existing features.

Before using, the User must refer to the latest version of the GTC, which can be accessed at any time on the Website.

The use of the Website by the User after the modification of the GTC implies their acceptance.

If the User disagrees with the modified or supplemented GTC, he/she undertakes not to use the Website, not to carry out any Transaction via the Website, and to delete his/her Account.

ARTICLE 4. DEFINITIONS

Order Confirmation	Email summarizing the Service Contract sent to the Purchaser following the acceptance of the Order by the Seller.
Order	Request for the purchase of a Service formalized by the Purchaser based on the Stallion Form
Account	The User's personal space on the Website created from the Personal Data provided by the User when registering on the Website.
Conditions General Terms of Use and Sale (or "GTC")	All the rules contained in this document and applicable to the use of the Website as well as to the Transactions carried out through the Website
Service Contract	The service contract uploaded by the Seller, or, where applicable, the FoalR standard contract to which the information contained in the Stallion Form and the Mare Information summarised in the Order Confirmation are attached.
Authorized Distributor	A natural or legal person duly authorized by the Stallion Owner to distribute a Service.
Stallion	Male reproductive equine
Stallion Form	Description of the Stallion whose Services are offered for sale, created by the Seller.
Mare Information	The information required by the Seller and to be transmitted by the Purchaser to the Seller as part of the Transaction, including the identity of the mare, as well as the chosen insemination center.
Service(s)	Stallion mating(s) offered for sale by the Sellers via the Website and available for purchase on the Website by Purchasers according to the Service conditions (in hand, frozen, fresh, ICSI) as defined by the Seller.
Owner	Natural person, the legal representative of a legal person or a co-ownership holding a right of ownership over the Stallion and, where applicable, declared as such to an administrative body.
Website services	The services accessible to Users through the FoalR Website, in accordance with the applicable pricing conditions displayed on the Website.
Transaction	Any sale/purchase of a Service carried out between a Seller/Purchaser through the Website.
User	Any natural or legal person, of French or foreign nationality, acting alone or on behalf of third parties, who has created an account via the registration form and uses the Website. The User will be defined as a Seller and/or Purchaser depending on how he/she uses the Website.
Seller	User of the Website who sells a Service offered for sale by him on the Website. The Seller is considered to be any Owner or Authorized Distributor.

Purchaser User of the Website who purchases through the Website a Service offered for sale on the Website.

SECTION 2: CONDITIONS OF USER ACCESS AND USE OF THE WEBSITE

ARTICLE 1. REGISTRATION AND CREATION OF THE USER ACCOUNT

Any person wishing to access all the Website services must first create an Account.

The creation of an Account is exclusively reserved for capable natural persons, adults as well as any legal entity duly represented, who have completed and validated the registration form available online on the Website and accepted these GTC.

When registering, the User undertakes to provide accurate, sincere and up-to-date information about him/her person, capacity and capacity. The User must also regularly check the data concerning him to maintain its accuracy.

The User must therefore provide a valid e-mail address, on which the Website will send him a registration confirmation. An email address may not be used more than once to register for the Website services.

Any communication made by FoalR and its partners is therefore deemed to have been received and read by the User. The latter therefore undertakes to regularly consult the messages received on this e-mail address and to respond within a reasonable time if necessary.

The User is assigned a username (his/her e-mail address) allowing him to access a reserved access space in addition to entering his/her password.

The username and password can be changed online by the User in his personal space. The password is personal and confidential, and the User undertakes not to communicate it to third parties.

FoalR reserves the right to refuse a request to register on the Website in the event of non-compliance by the User with the provisions of these GTC.

ARTICLE 2. STALLION REGISTRATION AND DETERMINATION OF THE STUD PRICE

Any creation of a User account is equivalent to subscribing to a basic subscription allowing access to the Services, according to the conditions provided on the Website and in section IV of the GTC.

The Seller materialises the sale of one or more Service(s) by the creation of a Stallion Form, by entering the information required by FoalR relating to the identity of the Stallion, Seller's distribution rights, the geographical area of distribution for which the Seller is authorised to distribute, breeding conditions, the live foal guarantee and the financial terms of the sale of the Service.

A free comment box is also available to the Seller.

The Seller is also asked to upload his/her service contract failing which, the FoalR standard contract will automatically apply, it being specified that the FoalR standard contract is made available to the Sellers for convenience purposes only. The FoalR standard contract does not provide for any livery or gynaecological mare check-ups, which will have to be the subject of a separate contract entered into between Seller and the Purchaser.

Prior to the use of the FoalR standard contract, the Seller is asked to read the terms and check that they are in line with the terms and conditions of the Service offered for sale as well as his/her personal situation.

In the event of any contradiction between the terms of payment provided for in the FoalR standard contract, or, where applicable, the Seller's stud contract, and these GTC, in particular Article 2 of Section 3, these GTC shall prevail.

The creation of the Stallion Form by the Seller constitutes a sworn declaration by the Seller of his/her status as Owner or Authorized Distributor and of the distribution rights in the geographical area(s) indicated in the Stallion Form. The Seller undertakes to update each Stallion Form on a regular basis, in particular to take into account a transfer of ownership affecting its distribution rights or the death of the Stallion.

The Seller is only authorized to use images and videos of the Stallion that it owns or for which it has a license to use and display on the Website.

The Seller determines solely the Service price as well as the applicable technical costs and payment terms, in particular in the case of a live foal guarantee within the limits of the conditions of this article.

The Seller determines the financial terms of the Service by indicating the rate excluding taxes and the applicable VAT rates. FoalR will adjust by displaying the applicable VAT rate based on the Purchaser's status and location.

ARTICLE 3. THIRD-PARTY REPORTING AND DELETION OF STANDARD SHEET

Any third party report brought to the attention of FoalR will be notified to the Seller as soon as possible and will result in the immediate suspension of the Stallion Form for the duration of the exchanges with the Seller, who must provide indisputable proof of his/her rights to distribute the Stallion within five (5) working days from the notification to obtain the reinstatement of the Stallion Form on the Website.

FoalR reserves the right to delete any Stallion Form that does not comply with the terms of the GTC, in particular if the Seller does not provide indisputable proof of its distribution rights or provides proof deemed insufficient by FoalR.

ARTICLE 4. DESCRIPTION AND DELETION OF THE USER ACCOUNT

Any User may request to be unsubscribed at any time by going to the dedicated page in his personal online account. Any unsubscribing from the Website will be effective within seven (7) days after the User has sent his/her request by email to the contact@FoalR.com address.

In the event of a reported and proven violation of the GTC, and following a formal notice to comply that has not been followed up, FoalR reserves the right to delete relevant User's account.

FoalR reserves the right to delete the Account of any User who contravenes these GTC, and more particularly in the following cases:

- If the User makes an unlawful use of the Website, in particular by creating a Stallion Form that does not comply with the terms of the GTC;
- If the User, when creating his/her Account, voluntarily transmits erroneous information to the Website.

In the event that FoalR decides to delete the User's Account for one of these reasons, such deletion shall not constitute damage to the User whose account has been deleted.

This deletion shall not constitute a waiver of any legal proceedings that FoalR may take against the User who has contravened its rules.

SECTION III: CONDITIONS FOR CARRYING OUT TRANSACTIONS CARRIED OUT ON THE SITE

ARTICLE 1. PROTRUSION CONTROL

The Purchaser wishing to purchase a Service must place an Order with the Seller via the Stallion Form, all the while providing the Mare Information.

The Seller has a maximum of seven (7) days to accept the Order. In the absence of acceptance within this period, the Order will be considered null, and void and the Service price will not be collected by FoalR.

The acceptance of the Order by the Seller entails the validation of the Transaction and the entering into of the Service Contract.

When the technical costs are displayed by the Seller, the Service reservation and technical fees are collected from the Purchaser as soon as the Order is validated by the Seller. If the technical costs are established on the basis of a quote, the Service reservation fees shall be collected. The Purchaser will be required to pay the technical costs on the date of validation of the quote.

In any case, the balance will be collected from the same bank card used to pay the reservation fees at the end of October for the balance on October 1st, and at the end of August when a live foal guarantee applies.

Any payment generates the sending of the Order Confirmation to the Purchaser.

The Seller reserves the right to refuse any Order subject to being able to justify a legitimate reason.

Under no circumstances will FoalR pay the amount due to the Seller other than by bank transfer. No payment will be made in cash or by cheque.

Consequently, the Seller undertakes to communicate the information allowing the receipt of the Service fees by bank transfer: either the email address of a PayPal account, or the information present on his bank statement.

Any payment made outside the Website will be considered as a third-party transaction to the Website and may not be considered a Transaction within the meaning of the GTC.

ARTICLE 2. OBLIGATIONS OF THE PURCHASER OF THE SERVICE

The Purchaser undertakes to read all the elements provided by the Seller in the Stallion Form, the service contract uploaded by the Seller or, where applicable, the FoalR standard contract, and to provide the Mare Information required by the Seller.

The Purchaser undertakes to comply with the conditions set out in the Service Contract.

The Purchaser undertakes to pay the Seller the Service price, according to the financial conditions provided for in the Stallion Form. The Purchaser acknowledges that he is aware of the risks inherent in breeding, that no guarantee of result is given to him and accepts the risk that his mare will remain empty.

ARTICLE 3. OBLIGATIONS OF THE SELLER OF THE STUD

The Seller undertakes to deliver the Service ordered via the Website by the Purchaser and to perform the Service Contract in good faith.

The Seller undertakes to sell only the Services that it is authorized to sell, in its capacity as Owner or Authorized Distributor.

Any Authorized Distributor undertakes to comply with the terms of the distribution agreement concluded with the Owner, in particular the price conditions or territorial zones previously fixed.

In general, the Seller undertakes, at the time of registration and during the creation of the Stallion Form, to use images for which he/she holds a right of ownership or a license to use, to provide accurate information and authentic documents and engages his sole responsibility in the event of false declaration or false document.

The Seller is prohibited from communicating his contact details and information directly to the Purchaser (telephone number, email address, bank details, etc.).

Any person who is guilty of false declarations, forgery or falsification of documents, in particular with regard to the status of Owner or Authorized Distributor of a Service, is liable to legal proceedings.

The Seller undertakes to comply with its administrative and health obligations applicable to carrying out Transactions on the Website.

ARTICLE 4. RIGHT OF WITHDRAWAL

The Purchaser having the status of consumer within the meaning of the Consumer Code (the "Individual Purchaser") is informed that he has a period of fourteen (14) days to exercise his right of withdrawal with the Professional Seller under the conditions of Article L.221-18 of the French Consumer Code.

However, given the particularity of the Services, by paying for the Transaction on the Website, the Individual Purchaser expressly waives the right to exercise his right of withdrawal.

SECTION IV: FINANCIAL GTC OF USE OF THE SITE

The creation of an Account and access to the Website is free of charge. However, access to the Seller Website services made available by FoalR is remunerated by the subscription to the Website taken out by the Seller.

To access the Seller Website services, the Seller is invited to subscribe to an annual subscription. The "Premium" version is subject to the payment of a fee.

The subscription allows the Seller to create a Stallion Form on the Website, offer and sell one or more Services and receive one or more Orders.

However, only the "Premium" subscription allows the Seller to validate an Order made on the Website and formalize the Transaction.

ARTICLE 1. SUBSCRIPTION TERMS AND CONDITIONS

All subscriptions are taken out by the Seller for a fixed period from the date of subscription to October 31st of each year.

The subscription does not automatically renew each year.

As a result, each Seller must expressly confirm their wish to renew the subscription before October 31st of each year. Until the subscription is renewed, the Seller will not be able to access the Seller Website Services. However, the User account will remain online.

ARTICLE 2 : ACCESS TO PREMIUM SUBSCRIPTION

The "Premium" subscription is made up, on one hand of the lump sum payment of the Stallion's registration fee ("**Registration Fee**") and, on the other hand, of the collection of fees ("**Fees**") on each Transaction carried out via the Website.

The amount of the annual Registration Fee is brought to the attention of Users here <https://www.foalr.com/fr/aide/tarifs.html>

The Fees are collected by FoalR from the amount of each Transaction, and correspond to a percentage of each Service price paid by the Purchaser and are brought to the attention of Users here: <https://www.foalr.com/fr/aide/tarifs.html>

ARTICLE 3: SUBSCRIPTION PAYMENT CONDITIONS

FoalR reserves the right to change the financial terms of the subscription at any time. These changes will not apply to Fees already accepted by Sellers prior to the change.

Users expressly accept that the payment services are provided exclusively by STRIPE and accept the GTC applicable to them, depending on whether they are a Seller or a Purchaser. available here: [Terms of Service for Consumers \(stripe.com\)](#)

Sellers are advised that they must create an account on STRIPE to access the Services.

In the event of any contradiction between the Terms of Use of the Service for STRIPE Consumers and these Terms of Use, the latter shall prevail.

SECTION V : GENERALITES

ARTICLE 1. ACCESS AND NAVIGATION – MANAGEMENT OF THE SITE

The Website is in principle accessible 24 hours a day, 7 days a week.

The Website may, however, at any time, be suspended, limited or interrupted in whole or in some pages of it, in order to make updates, modifications to its content or any other action deemed necessary for its proper functioning.

These GTC apply, as necessary, to any variation or extension of the Website on an application, on existing or future social and/or community networks.

For the proper management of the Website, FoalR may at any time and without prior notice:

- Suspend, interrupt or limit access to all or part of the Website, restrict access to the Website, or to certain parts of the Website, to a specific category of Internet users;

- Delete any information that may disrupt its operation or contravene national or international laws, or ethical rules,
- Suspend the Website in order to make updates.

Users accept that the functionalities of the Website are those they find on it at the time of their use, to the exclusion of any guarantee, explicit or implicit, concerning the adequacy of the Website to the particular requirements and expectations of the Users, and that these functionalities may change.

ARTICLE 2. LIABILITY

FoalR offers a matchmaking service and is only responsible for the content it has published itself and is subject to a simple obligation of means ("*obligation de moyens*").

FoalR is not liable for any technical problems related to the use of an online Website, including:

- technical, computer problems or failures or compatibility of the Website with any hardware or software whatsoever;
- any unavailability, suspension or interruption of the Website;
- Direct or indirect, material or immaterial, foreseeable or unforeseeable damage resulting from the use or difficulties of using the Website or the Website services;
- The intrinsic characteristics of the Internet, in particular those relating to the unreliability and lack of security of the information circulating on it;
- Illegal content or activities using the Website without having been duly aware of them within the meaning of Law No. 2004-575 of 21 June 2004 on confidence in the digital economy and Law No. 2004-801 of 6 August 2004 on the protection of individuals with regard to the processing of Personal Data.

In addition, the Website cannot guarantee the accuracy, completeness or timeliness of the information disseminated on it, in particular by Users.

In addition, the use of the Website by Users shall not entail the liability of FoalR, on any basis whatsoever, about the use of the service contract made available by FoalR.

Also, the Stallion Forms are completed under the exclusive liability of the Owner or the Authorized Distributor of the Stallion.

FoalR is not required to verify the accuracy of the documents and information required when creating an Account, publishing a Stallion Form or during any other procedure carried out on the Website. Users are solely responsible in the event of inaccuracy in the documents communicated and/or fraudulent use of the Website.

In any case, and without prejudice to what has just been set out above and in the other clauses concerning FoalR's lack of liability, any cause of liability that may be held against FoalR will be limited to proof of direct damage, to the exclusion of indirect damage such as indirect damage is commonly accepted by French case law.

In the event of FoalR's liability, resulting from a court decision, the amount of damages that may be due may not exceed the amount of the sums already paid by the User to FoalR pursuant to these GTC during the last twelve months.

Finally, FoalR is in no way liable for any damages, direct or indirect, suffered by the User in the context of the execution of the Transaction, in particular in the context of disputes relating to the status of Owner or Authorized Distributor, compliance with health regulations, payment of the price of the Service, failure to

communicate administrative and health documents or relating to the use of the standard contract made available by FoalR.

Users guarantee FoalR that they have all the rights necessary to sell and/or buy Services on the Website and that they comply with the health and administrative regulations applicable to any Transaction carried out on the Website. As such, FoalR will not be held liable in the event of a dispute relating to an illicit Transaction carried out on the Website or the improper performance, or even non-performance, of the Service Contract by the Seller or the Purchaser.

Users shall indemnify FoalR from any legal action and liability judgment, and shall reimburse all damages, fines, costs and expenses that FoalR may have to pay to a third party as a result.

ARTICLE 3. HYPERTEXT LINKS

The Website may contain hypertext links to other websites over which FoalR has no control. Despite the prior and regular checks carried out by FoalR, it declines all responsibility for the content that may be found on these sites.

FoalR authorises the setting up of hypertext links to any page or document on its Website, provided that the setting up of these links is not carried out for commercial or advertising purposes. On the other hand, each User is prohibited from integrating hypertext links to other websites, in particular his own website.

In addition, FoalR's prior information of the Website is necessary before any hypertext link is set up.

Excluded from this authorisation are sites disseminating information of an illegal, violent, polemical, pornographic, xenophobic nature or that may offend sensibilities.

Finally, FoalR reserves the right to have a hypertext link to its Website removed at any time if it deems it to be inconsistent with its editorial policy.

ARTICLE 4. CYBER RISK EXCLUSION CLAUSE

These GTC exclude any liability for any damages, costs or expenses of any kind, resulting, directly or indirectly, from a cyberattack or attempted cyberattack against FoalR, regardless of the source.

ARTICLE 5. INTELLECTUAL PROPERTY – IMAGES

5.1. FoalR's Intellectual Property

These GTC, the structure of the Website but also the texts, graphics, images, photographs, sounds, videos and computer applications that compose it, with the exception of the graphic and visual content relating to the Stallions posted online by the Seller, are the property of FoalR and are protected as such by the intellectual property laws in force.

Any representation, reproduction, adaptation or partial or total exploitation of the contents, trademarks and services offered by the site, by any process whatsoever, without the prior, express and written authorization of FoalR, is strictly prohibited and would be likely to constitute an infringement within the meaning of articles L. 335-2 et seq. of the French Intellectual Property Code. And this, with the exception of elements expressly designated as free of rights on the Website.

Access to the Website does not constitute recognition of any right and, in general, does not confer any intellectual property rights relating to an element of the Website, which remain the exclusive property of FoalR.

It is forbidden for the User to enter data on the Website that would modify or be likely to modify its content or appearance.

5.2. Seller's Intellectual Property

The Seller declares that he/she is the owner of all intellectual property rights relating to the content that he/she provides and transmits to FoalR on the Website, in particular in the context of the creation of the Stallion Form. The User will be responsible for acquiring the rights to publish them on the Website before any publication online.

In addition, the Seller authorises FoalR to use the visual content (images, videos) posted online as part of the creation of the Stallion Form, for commercial and advertising purposes. This authorization is granted in the form of a license to use, for the entire duration of the registration of the Stallion concerned on the Website, anywhere in the world, without territorial limitation.

The Seller indemnifies FoalR against any action and condemnation for liability and/or infringement in connection with the use of content on the Website. It will reimburse all damages, fines, costs and expenses that FoalR may be required to pay to a third party in this respect.

5.3. Procedure for reporting infringement of third parties' intellectual property rights

Any report relating to an illegal use of digital content on the Website will be sent to the User concerned as soon as possible so that he or she can take any action he or she deems appropriate.

At the same time, as a precautionary measure and pending proof of the resolution of the report by the User concerned, FoalR is expressly authorized to remove from the Website the image concerned by the report.

The image can only be re-established online if the dispute between it and the reporting party has been resolved.

Any repeated use of digital content belonging to third parties resulting in a report on the Website may be sanctioned by the deletion of the Account under the conditions set out in Article 4 of Section II.

ARTICLE 6. COMPLIANCE

Users represent and warrant that all their activities in connection with these GTC will be conducted in compliance with all Applicable Laws. "Laws" includes, but is not limited to, local and national laws, rules and regulations and treaties applicable to the parties or transactions in question, including, where applicable, the Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010, the SAPIN II Act, and any amendments thereto, trade restrictions (in relation to customs, export and import controls, international sanctions and embargoes) including in particular those enacted by France, the European Union, the United States, and the United Nations, and any other legal obligations relating to any of the User's activities, including, but not limited to, applicable legal obligations regarding taxes, product and/or consumer safety, protection of human rights, employees and the environment.

The Parties undertake, on the one hand, to inform each other without delay of any information brought to their attention that may give rise to their liability under this Article and, on the other hand, to provide any assistance necessary to respond to a request from a duly authorized authority relating to the fight against corruption.

Any failure by Users to comply with the provisions of this article shall be considered as a serious breach authorizing FoalR to terminate their relationship without notice or compensation of any kind whatsoever.

The User expressly declares that he/she is not subject to any national, European or international sanctions.

ARTICLE 7. STATUTE OF LIMITATIONS

Any claim in respect of the use of the Website and against FoalR is time-barred within one year.

The provisions of this article do not apply to Users acting as a consumer within the meaning of the Consumer Code.

ARTICLE 8. CONTACT

For any question or request for information concerning the Website, or any report of illegal content or activities, the user may contact the publisher at the following e-mail address: contact@FoalR.com or send a registered letter with acknowledgment of receipt to: SAS FoalR 2 rue Jean Perrin in Colombelles (14460).

ARTICLE 9. APPLICABLE LAW AND JURISDICTION

These GTC are governed by French law.

In the event of a dispute and in the absence of an amicable agreement, the dispute will be brought before the Commercial Court of Caen (France).