

General Terms and Conditions for the Participation on dein-rennpferd.de

For the existing business relationship (“usage relationship”) between us, aureus equus UG (limited liability) (“aureus equus”) and the users, the following general terms and conditions apply in their respective valid version.

The user will be informed about modifications of the general terms and conditions in written form via fax or mail. If the user does not contradict those changes within four weeks after receipt of the information the modifications apply as agreed. The right of objection and the legal consequences of silence will be indicated to the user again in case of modification of the general terms and condition.

If the user is an entrepreneur in accordance with § 14 BGB (Civil Code) we do not accept deviating conditions of the concerned user, unless we have expressly agreed to their application in written form.

Right of Objection for Consumers (§ 13 BGB (Civil Code)):

REVOCATION INSTRUCTION

RIGHT OF RESCISSION

YOU HAVE THE RIGHT TO WITHDRAW THE CONTRACT WITHIN FOURTEEN DAYS WITHOUT GIVING REASONS.

THE REVOCATION DEADLINE IS FOURTEEN DAYS FROM THE DAY OF CONTRACT CONCLUSION.

TO MAKE USE OF THE RIGHT OF RESCISSION YOU HAVE TO INFORM US (**AUREUS EQUUS UG (LIMITED LIABILITY)**), LIMBURGER STRASSE 33, 50672 COLOGNE, PHONE: 016038044660, MAIL: INFO@DEIN-RENNPFERD.DE WITH A CLEAR DECLARATION ABOUT THE DECISION TO WITHDRAW THIS CONTRACT. YOU CAN USE THE ATTACHED SAMPLE OF A REVOCATION FORM WHICH IS HOWEVER NOT PRESCRIBED.

TO COMPLY WITH THE REVOCATION DEADLINE, IT IS SUFFICIENT TO SEND THE INFORMATION ABOUT THE REVOCATION BEFORE THE EXPIRATION OF THE REVOCATION DEADLINE.

CONSEQUENCES OF REVOCATION

IF YOU WITHDRAW THE CONTRACT WE IMMEDIATELY HAVE TO PAY BACK ALL PAYMENTS WE RECEIVED FROM YOU (WITH THE EXCEPTION OF ADDITIONAL COSTS CAUSED BY CHOOSING ANOTHER TYPE OF DELIVERY THAN THE MOST REASONABLY PRICED STANDARD DELIVERY OFFERED BY US) AND AT THE LATEST WITHIN FOURTEEN DAYS FROM THE DAY OF RECEIPT OF YOUR INFORMATION ABOUT WITHDRAWING THE CONTRACT. FOR REPAYMENT WE CHOSE THE SAME MEANS OF PAYMENT YOU USED IN THE PRIMARY TRANSACTION, UNLESS WE AGREED ANOTHER MEAN OF PAYMENT; IN NO CASE WE CHARGE FEES FOR THIS REPAYMENT.

IF YOU REQUIRED THAT THE SERVICES SHALL START DURING THE PERIOD OF REVOCATION YOU HAVE TO PAY AN APPROPRIATE AMOUNT WHICH CORRESPONDS TO THE PROPORTION OF THE ALEADY PERFORMED SERVICES AT THE TIME YOU INFORMED US ABOUT THE REVOCATION OF THE CONTRACT IN COMPARISION TO THE ENTIRE SCOPE WHICH WAS SCHEDULED IN THE CONTRACT.

Revocation Form

If you would like to withdraw the contract fill in this form and send it please back to:

aureus equus UG (limited liability)

Limburger Strasse 33

50672 Cologne

Phone: 016038044660,

Mail: info@dein-rennperd.de

Herewith I / we (*) withdraw from my / our (*) contract of sale of the following goods

(*) / the performance of the following service (*)

Ordered on (*) / received on (*)

Name of the consumer(s):

Address of the consumer(s):

Date
(only in case of information on paper)

Signature of the consumer(s)

(*) Delete as applicable

§ 1 Basic Principles

(1) We, aureus equus UG (limited liability), Limburger Str. 33, 50672 Cologne, („aureus equus“) are provider of the internet platform dein-rennperd.de.

(2) On dein-rennperd.de users can partly lease racehorses against payment for the period of one year to the exclusion of the permission of use by paying an arbitrary amount. For those racehorses aureus equus organises the subsistence, the training, the health protection and care as well as all further activities.

(3) Users can be all natural and legal persons or partnerships who registered on dein-rennpferd.de.

(4) With dein-rennpferd.de aureus equus provides a technical and organisational infrastructure which enables the users to inform comprehensively about the offered racehorses there; even if the term of offer is already expired. For this purpose, aureus equus will regularly publish current information about the state of health and training as well as race results in the form of reports, race results and video clips.

(5) The platform dein-rennpferd.de moreover provides a – editorially modified – technical possibility for the comparison of odds, providers and bonuses for bets on horses and offers noncommittal information referring to this.

(6) The users are obligated to adhere to the applicable regulations when using dein-rennpferd.de.

§ 2 Registration

(1) Registered users can be natural and legal persons or partnerships. Natural persons must have completed their 18th year of life to have unlimited legal capacity.

(2) The usage of dein-rennpferd.de requires the registration upon agreement of these general terms and conditions. The registration is free of charge. The conclusion of a contract for the usage of dein-rennpferd.de between aureus equus and the user results from the registration (“usage contract”). There is no right to conclude a usage contract. The wording of the contract can be invoked, printed and downloaded at any time, even after conclusion of the contract, by clicking on the button “general terms and conditions” on the home page of the website.

(3) The data for the registration used by the user have to be correct and complete and have to occur by indicating a valid e-mail address. The registration of a legal person can only be executed by a person who is authorised by law and has to be mentioned by name. The registration occurs by using an e-mail address as well as a freely selectable password. The admission hereafter occurs by informing the user via mail. The statement of demonstrably false data allows aureus equus to block the respective user immediately and to ban from the further usage of dein-rennpferd.de.

(4) In case of a modification of the given data after registering the user himself/herself is obligated to correct the statements in his/her member account shortly.

(5) The user is obligated to ensure that no third parties without authority gain knowledge of his/her password. If this however happens or the user has corresponding points of reference the user is obligated to inform aureus equus immediately. The users are basically liable for all activities being executed by using their access data.

(6) aureus equus will not hand out the password of a user to third parties and never asks a user for his/her password via mail or by phone.

(7) The user declares his/her consent in line with these general terms and conditions as well as in the course of the registration according to § 2 section (2) that aureus equus is authorised to use the data of the user for purposes of marketing and advertising. This consent can be withdrawn by the user at any time.

§ 3 Blocking, Termination

(1) If there are concrete points of reference that a user violates legal requirements, third-party rights or these general terms and conditions aureus equus can take following measures – considering the legitimate interest of

the respective user – warning or blocking the user temporary or permanent at its own discretion; possible other contractual relationships between aureus equus and the respective user are not concerned.

(2) aureus equus is especially authorised in the following cases to ban the user permanent from dein-rennpferd.de and to terminate the usage contract without notice:

- (a) the concerned user provided false statements when registering
- (b) the concerned user damages or impairs the functionality of dein-rennpferd.de
- (c) the concerned user violates other legal requirements, third-party rights or these general terms and conditions in another manner.

(3) In case of a downright termination by aureus equus the user is not authorised to register again on dein-rennpferd.de.

(4) Users can terminate the usage contract at any time. The termination must be declared in written form.

(5) aureus equus can terminate the usage contract by giving 2 weeks to the end of month.

§ 4 Services from aureus equus

(1) In line with the usage of dein-rennpferd.de aureus equus offers to its users the possibility to communicate among each other. Should users conclude contracts among each other by using dein-rennpferd.de aureus equus is not involved and does not become a contractual partner.

(2) aureus equus comprehensively presents racehorses of different ages and sex in individual offers on dein-rennpferd.de and offers them to the users for the (partly) lease to the exclusion of the permission of use on the suspensive condition of reaching the given “start fee” of the respective offer within a term of offer which is also given in the offer. The start fee can be reached through the contributions of any number of users of dein-rennpferd.de who are authorised to the usufruct of their proportional contribution beside of the other contributing users in accordance with the respectively applicable sample lease agreement.

(3) If the start fee is not reached at the end of the term of offer through enough contributions from users it is at the absolute discretion of aureus equus to consider the start fee against the users as reached. aureus equus has to inform the concerned users about the decision within 5 days after expiration of the term of offer via mail; if it remains undone the suspensive condition applies as unfulfilled.

(4) aureus equus offers its users the possibility to lease racehorses presented on the platform in several options of lease. aureus equus points out the respectively applicable offer of lease on the platform in line with the respective presentation of the racehorse.

§ 5 Conclusion of Contract between User and aureus equus, Transaction

(1) If a user intends to lease a racehorse offered by aureus equus on dein-rennpferd.de the user selects his/her desired contribution to the start fee in the respective offer; the latter is only possible within the term of offer and until the entire „start fee“ is reached. By clicking „Buy“ the user submits a committing offer in line with the general terms and conditions for a lease agreement between him/her and aureus equus concerning the respectively presented offer on dein-rennpferd.de. aureus equus provides sample lease agreements on dein-rennpferd.de which are accessible and downloadable at any time and they show the different options of lease which become – depending on the option of lease – content of the user's offer. The contribution for the start fee selected by the user corresponds to the lease to be paid to aureus equus according to § 5 section (2) if the suspensive condition comes true.

(2) The conclusion of contract comes about as soon as aureus equus confirms the acceptance of the offer against the user via electronic means. The acceptance of the offer occurs on the suspensive condition that

(a) the total amount of the start fee given in the offer is reached within the term of offer through payments of contribution of the users or aureus equus considers the start fee as reached according to § 4 section (3) and

(b) further 14 days have passed after the total amount of start fee is reached.

(3) If the registration occurred by a consumer according to § 13 BGB (Civil Code) the consumer has the right of rescission. Same applies when submitting an offer for the conclusion of a lease agreement according to § 5 section (1), as far as the user is consumer. In this case the above-mentioned revocation instruction is pointed out.

(4) Companies according to § 14 BGB (Civil Code) have no right of rescission neither when registering nor when submitting an offer for a conclusion of a lease agreement.

§ 6 Further Services from aureus equus

(1) aureus equus provides its users a technical possibility to compare odds, betting providers and bonuses for horse bets on the platform and offers concerning to this noncommittal information. The information is no consultancy service for the user.

(2) If the user is interested in an offer or in information he/she will be passed through to the corresponding horse bet provider. There he/she can register and/or make a deposit and place his/her desired bets. For the conclusion of the betting contract between user and betting provider the general terms and conditions of the respective betting provider apply.

(3) aureus equus does not organise own horse bets. No conclusion of a bet will take place between the user and aureus equus.

(4) aureus equus exclusively admits horse betting providers which obtained a permission by the the Innenministerium (Home Office) of Bundesland (County) Schleswig-Holstein on the basis of its regulations for the reform of gambling (implemented since 1st January 2012) which enables them to organise bets on the result or course of sport events. Horse betting providers are also admitted when they applied for obtaining a corresponding governmental permission for the legal offer of horse bets.

(5) aureus equus does not charge further costs when using the comparison offer for horse bets.

(6) The consideration of the law for gambling which applies for the respective user is the further stringent requirement. Users residing in Schleswig-Holstein are authorised to place bets at the betting providers being compared on dein-rennpferd.de. Users residing out of Schleswig-Holstein are urged to inform about the legal position in the respective Bundesland (County) before using the section „Bet“ on dein-rennpferd.de. aureus equus explicitly points out that the use of editorial contents and information about betting which are provided on this website is permitted as far as applicable rights were violated.

(7) aureus equus gives away so-called „start fee vouchers“ as part of advertising campaigns. The vouchers are not payable in cash or transferable, are valid up to 30 days after issuing of the voucher and apply only as long as the offered stock of shares lasts on dein-rennpferd.de. Every user is authorised to claim a voucher; every single postal address can only claim one voucher. According to § 3 of this term of use aureus equus reserves the right to ban users from the usage of the platform www.dein-rennpferd.de temporary or permanent or not to

give away vouchers to the concerned users when they violate following regulations:

- a user registers with a wrong name or incorrect information to get more than one voucher.
- a user or third party tries to get further vouchers on behalf of an already registered user.

§ 7 Liability

(1) aureus equus is only liable for damages, except for the violation of cardinal contractual obligations, if and as far as aureus equus and its legal representatives, executive staff or other agents have acted with intent or gross negligence. In case of any breach of cardinal contractual obligations aureus equus is liable for culpable behaviour of legal representatives, executive staff or other agents. A compensation for infringement of cardinal contractual obligations is limited to foreseeable losses typical to the contract as far as intent or gross negligence do not exist or aureus equus is liable for injury to the life, body or health of a person. There shall only be liability for compensating for indirect damage, particularly for lost profits with the intent or gross negligence of legal representatives, executive staff or other agents. In all other cases any liability of aureus equus is excluded.

(2) The aforementioned exclusions and restrictions of liability against companies or consumers shall not apply in case of assuming explicit guarantees by aureus equus and for damage from injury to the life, body or health of a person as well as in case of mandatory legal regulations.

(3) A liability for results of technical defects (see § 7) – for any reason and in any manner – is excluded.

(4) As far as there is a possible redirection to data bases, websites, services of third parties, such as by creating links or hyperlinks, aureus equus is neither liable for accessibility, state or security of these data bases or services nor for their content. aureus equus is particularly not liable for their legality, accuracy of content, completeness, actuality etc.

8 § Guarantee of Functionality of dein-rennpferd.de

The data communication via the internet cannot be guaranteed – according to the current state of technology – to be error-free and/or with access at any time. It is not impossible to develop and operate computer programmes (software) and data processing systems (hardware) completely without faults and to exclude all uncertainties in connection with the internet (“technical defects”). Therefore, aureus equus does not guarantee a permanent and uninterrupted availability of dein-rennpferd.de and technical systems.

§ 9 Indemnification

(1) The users indemnify aureus equus for all claims which are claimed against aureus equus by users and third parties for violating their rights by reproduced contents, other contents published by users or other usage of dein-rennpferd.de (such as comments or evaluations of users) as far as these claims can be traced back to a breach of law which is caused by a user.

(2) If third parties make use, the users are obligated to provide aureus equus immediately, truthfully and completely with all information which are necessary for the inspection of the claims and a defence.

§ 10 Property Rights

In no way the contents on dein-rennpferd.de must not be copied or used and multiplied without approval by the copyright owners. This also applies for copying when using “Robot/Crawler” search engine technology or other automatic mechanisms.

§ 11 Written Form, applicable Law, Place of Jurisdiction

(1) All statements transferred in line with the usage contract to be concluded with aureus equus have to occur in written form. The postal address as well as e-mail address of a user are those that are stated when registering.

(2) The entire contractual relationship between aureus and the respective user including the general terms and conditions underlie the substantive law of the Federal Government of Germany under exclusion of UN sales law.

§ 12 Severability Clauses

(1) The contract remains effective in case of the ineffectiveness of single items. This does not apply if continued adherence to the contract would constitute unreasonable hardship for one of the parties to the contract.

(2) Should one or more provisions of the general terms and conditions be invalid the remaining provisions remain applicable. The invalid provision is regarded as being replaced by another one which comes economically closest to the intent and purpose of the invalid provision in legal way. Same applies for possible loopholes.