

**THE RACING MANAGER LIMITED**

WEBSITE/APP TERMS AND CONDITIONS



## 1. WHO WE ARE AND THE SERVICES WE PROVIDE

1.1. The aim of The Racing Manager Limited (“TRM”) is to provide a platform for owners of racehorses in an attempt to make it easier and more enjoyable to set up, manage and carry out the administrative duties that go with owning a racehorse.

1.2. TRM provides services to different types of membership, including:

- Group Manager
- Group Member
- Guest “friend and family” Member; and
- Trainers and their representatives

(individually and collectively “Members”). In addition, these Terms (“Terms”) apply to anyone using TRM whether registered as a Member or not (individually and collectively “You”).

1.3. All Members need to accept these Terms as part of their membership and are required to abide by them in order to retain their membership. Only Members who have entered into an agreement for the provision of services (“Service Agreement”), or who are part of an Ownership Group that has entered into a Service Agreement, are entitled to use the services provided by this Site. It is possible for Members to belong to one or more of the membership types set out above. Full details of the different types of TRM membership are set out at Schedule 2.

1.4. TRM offers the Site via this website and applications (collectively “the Site”). The Site is operated by TRM (TRM, “We” or “Us”). We are registered in England and Wales under company number (10455356) and have our registered office at 39 Long Acre, London, United Kingdom, WC2E 9LG. Our VAT number is 254 2540 22.

1.5. TRM provides a Site for use by its Members. TRM is not liable for transactions and interactions between users of the Site as set out in more detail in clause 11.

1.6. An Ownership Group (“Ownership Group”) refers to one or more Group Managers and one or more Group Members coming together in relation to race horse to ownership that the parties agree shall form an Ownership Group. Ownership Groups may agree their own terms to manage that Ownership Group, however additional information and guidance is set out in Schedule 4 in relation to setting up each ownership group.

1.7. You accept that your involvement in an Ownership Group including buying a share in a racehorse should not be considered as a financial investment as the value of a racehorse can increase or decrease dramatically.

1.8. To contact Us, please email [info@theracingmanager.com](mailto:info@theracingmanager.com).

## 2. BY USING OUR SITE YOU ACCEPT THESE TERMS

2.1. By using any TRM product You are deemed to have accepted these Terms. In addition, for Members, by indicating in the place provided, You confirm that You accept these Terms of Use and that You agree to comply with them.

2.2. We recommend that You print a copy of these Terms for future reference, although We reserve the right to amend these Terms from time to time.

## 3. THERE ARE OTHER TERMS THAT APPLY TO YOU

The Schedules form part of these Terms and also apply to Your use of our Site. In particular we draw your attention to the following:

- Our Privacy Policy at Schedule 5, which sets out the Terms on which We process any personal data We collect from You, or that You provide to Us. Under these Terms, You explicitly consent to certain processing and You warrant that all data provided by You is accurate.
- Our Acceptable Use Policy at Schedule 1, which sets out the permitted uses and prohibited uses of our Site. When using our Site, You must comply with this Acceptable Use Policy.

#### 4. **WE MAY MAKE CHANGES TO THESE TERMS**

We reserve the right to amend these Terms from time to time and will notify You in advance of any material amendments by posting the changes on the Site or by email to You.

#### 5. **WE MAY MAKE CHANGES TO OUR SITE**

We may update and change our Site from time to time to reflect changes to our services, our users' needs and our business priorities. We will aim to keep You informed of any major changes.

#### 6. **SUBSCRIPTIONS AND PAYMENTS FOR USE OF THE SITE**

- 6.1. Payment for use of the services provided by our Site must be made in cleared funds to the bank account nominated in writing by Us.
- 6.2. Full details in relation to the subscriptions model and payments structure for use of the Site are set out at Schedule 3. Notification of amounts due from You shall be as confirmed by Us in writing from time to time as payment for the provision of services as documented in the Service Agreement.
- 6.3. If You fail to make payment due to the other under the Service Agreement by the due date, then without limiting any other remedies, You will be liable to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgement. Interest under this clause will accrue at 4% per year above the Bank of England's base rate from time to time. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved on sums found or agreed to be due.
- 6.4. If You dispute any invoice or payment:
  - 6.4.1. You shall notify the other party in writing as soon as possible specifying the reasons for disputing the invoice;
  - 6.4.2. You shall provide all evidence as may be reasonably necessary to verify the disputed invoice or payment;
  - 6.4.3. You shall pay to Us all amounts not disputed by it on the due date;
  - 6.4.4. You shall negotiate with Us in good faith to attempt to resolve the dispute promptly.
- 6.5. You shall not be entitled to set-off any liability against any other liability arising under the Service Agreement.
- 6.6. All amounts outstanding and payable by You to TRM under the Service Agreement shall become immediately due and payable:
  - 6.6.1. on termination of the Service Agreement for any reason; or

6.6.2. in the event that You become subject to any insolvency and/or bankruptcy type events or procedures.

## **7. WE MAY SUSPEND OR WITHDRAW ACCESS TO OUR SITE**

- 7.1. Whilst We will use all reasonable efforts to keep the Site available, We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.
- 7.2. If You choose, or You are provided with, a user identification code, password or any other piece of information as part of our security procedures, You must treat such information as confidential. You must not disclose it to any third party.
- 7.3. We have the right to disable any user identification code or password, whether chosen by You or allocated by Us, at any time, if in our reasonable opinion You have failed to comply with any of the provisions of these Terms..
- 7.4. If You know or suspect that anyone other than You knows Your user identification code or password, You must promptly notify Us at [info@theracingmanager.com](mailto:info@theracingmanager.com).

## **8. HOW YOU MAY USE MATERIAL ON OUR SITE**

- 8.1. Apart from any user generated content, We are the owner or the licensee of all intellectual property rights in our Site, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2. You may print off one copy, and may download extracts, of any page(s) from our Site for Your personal use and You may draw the attention of others within Your organisation to content posted on our Site.
- 8.3. You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 8.4. Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.
- 8.5. You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from Us or our licensors.
- 8.6. If You print off, copy or download any part of our Site in breach of these Terms of Use, Your right to use our Site will cease immediately and You must, at our option, return or destroy any copies of the materials You have made.

## **9. WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

- 9.1. Where our Site contains links to other sites and resources provided by third parties, these links are provided for Your information only. Such links should not be interpreted as approval by Us of those linked websites or information You may obtain from them. We have no control over the contents of those sites or resources.

## **10. USER-GENERATED CONTENT**

- 10.1. This Site may include information and materials uploaded by other users of the Site, including to bulletin boards and chat facilities. This information and these materials have not been

verified or approved by Us. The views expressed by other users on our Site do not necessarily represent our views or values.

- 10.2. If You wish to complain about information and materials uploaded by other users please contact Us on [info@theracingmanager.com](mailto:info@theracingmanager.com).

## **11. OUR RESPONSIBILITY FOR TRANSACTIONS FACILITATED BY THE SITE**

- 11.1. One of the aims of our Site is that Members can enter into certain transactions with other Members including, but not limited to, the sale of racehorses. In all such situations, Members will be dealing with other Members or third parties and are not dealing directly with TRM. TRM is not responsible for the offers made available on the Site by Group Managers, including the sales price and related terms.
- 11.2. In relation to all such transactions where TRM is not one of the parties, You understand and accept that We will have no legal liability for any loss or damage that occurs unless We have caused them. Accordingly, any background checks/due diligence needs to be carried out by You in relation to a particular transaction and You understand and accept that (i) We are not making any recommendation in relation to such transactions and (ii) that any rights and remedies need to be pursued against the relevant third party and not against TRM. Although TRM is not a party to such transactions and accepts no liability for any loss arising from such transactions, TRM does recommend that You obtain a veterinary report on any racehorse to be purchased.
- 11.3. For the avoidance of doubt, all payments relating to such transactions will be carried out by a third party and will not be carried out in any way by TRM.
- 11.4. Depending on the specific transaction, We may be entitled to a commission or similar payment; where this is the case such commission or payment will be clearly specified on the Site or as outlined in Schedule 3 or otherwise notified.
- 11.5. In relation to registering on the Site and in relation to any financial transactions carried out by You with other Members of the Site, TRM reserves the right to carry out standard client identification checks.

## **12. OUR LIABILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 12.1. We exclude all implied conditions, warranties, representations or other terms that may apply to our Site, any content on it or our services.
- 12.2. We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 12.3. We will not be liable to You for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, our Site; or
  - use of or reliance on any content displayed on our Site.
  - loss of profits, sales, business, or revenue (whether loss is direct or indirect);
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

- 12.4. For any direct loss or damage caused by TRM which is not covered by clauses 12.1 to 12.3, TRM's total liability to You in respect of any calendar year shall not exceed the higher of (i) 150% of that year's membership fees or (ii) £250,000 in relation to all claims arising in that calendar year.

### **13. UPLOADING CONTENT TO OUR SITE AND USE OF USER-GENERATED CONTENT**

- 13.1. Whenever You make use of a feature that allows You to upload content to our Site, or to make contact with other users of our Site, You must comply with the content standards set out in these Terms, in particular in our Acceptable Use Policy (Schedule 1).
- 13.2. You warrant that any such contribution does comply with those standards, and You will be liable to Us and indemnify Us for any breach of that warranty. This means You will be responsible for any loss or damage We suffer as a result of Your breach of warranty.
- 13.3. You retain all of Your ownership rights in Your content, but You grant Us and other users of our Site a limited licence to use, store and copy that content and to distribute and make it available to third parties through this Site.
- 13.4. We also have the right to disclose Your identity to any third party who is claiming that any content posted or uploaded by You to our Site constitutes a violation of their intellectual property rights or of their right to privacy.
- 13.5. We have the right to remove any content or posting You make on our Site if, in our opinion, Your content or post does not comply with the content standards set out in these Terms and in particular in our Acceptable Use Policy (Schedule 1). Our right to remove any content or posting extends to any Group Members' pages (or any other pages that can only be viewed by Members of that Ownership Group). In some cases, We may pass on concerns to the Group Manager who may then decide to amend or remove any content if deemed inappropriate. We may also suspend or terminate Your right to use the Site and/or services provided by Us. The Group Manager shall also be entitled to remove any content or posting on the Group Members' pages if the Group Manager considers that it does not comply with the content standards set out in these Terms and in particular in our Acceptable Use Policy.
- 13.6. You agree to indemnify and defend TRM against any loss, claim, damages or expenses incurred by TRM in relation to or arising out of any claim that content provided by You infringes the rights of any third party.
- 13.7. You are solely responsible for securing and backing up Your content.

### **14. RESPONSIBILITY FOR VIRUSES AND IT SECURITY**

- 14.1. Whilst We will use all reasonable commercial efforts to protect our Site from viruses and other malware, We do not guarantee that our Site will be free from bugs or viruses.
- 14.2. You are responsible for configuring Your information technology, computer programmes and platform to access our Site. You should use Your own virus protection software.
- 14.3. You must not misuse our Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will cooperate with those

authorities by disclosing Your identity to them. In the event of such a breach, Your right to use our Site will cease immediately.

## 15. DATA PROTECTION AND PRIVACY RULES

- 15.1. In making this Site and services available to You, TRM will ensure that it complies with all data protection laws and rules, as set out more fully in Schedule 5.
- 15.2. In making use of the Site and services, You undertake to comply with all data protection rules and laws as set out in Schedule 5. In particular, to the extent that You are engaged in the operation of any Ownership Groups making use of the Site and services, You shall ensure that the relevant data protection and privacy rules are followed.
- 15.3. Without prejudice to these rules, Group Members and Guest Members may decide to remain anonymous to other members of the same Ownership Group. In addition, a Group Manager may decide that all Group Members and Guest Members shall remain anonymous within a particular Ownership Group and, where this is the case, the Group Manager shall be responsible for arranging matters within that Ownership Group so that that Members' names are sufficiently anonymised to ensure anonymity is maintained.

## 16. RULES ABOUT LINKING TO OUR SITE

- 16.1. You may link to publicly available pages on our Site, provided You do so in a way that is fair, reasonable and legal and does not damage our reputation or take advantage of it.
- 16.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 16.3. You must not establish a link to our Site in any website that is not owned by You.
- 16.4. Our Site must not be framed on any other website, nor may You create a link to any part of our Site other than the home page.
- 16.5. We reserve the right to withdraw linking permission without notice.
- 16.6. The website in which You are linking must comply in all respects with the content standards set out in our Terms.
- 16.7. If You wish to link to or make any use of content on our Site other than that set out above, please contact [info@theracingmanager.com](mailto:info@theracingmanager.com)

## 17. CONFIDENTIALITY

- 17.1. You agree that You will not at any time disclose to any person any confidential information concerning Our business affairs, customers, clients or suppliers except as permitted by clause 17.3.
- 17.2. In the case of a user of the Site, You also hereby agree not to disclose any such confidential information relating to any other users who are Members of Your Ownership Group.
- 17.3. You and We may however disclose such confidential information:
  - 17.3.1. to its employees, officers, representatives or advisers who need to know such information for the purpose of carrying out its obligations in connection with these Terms or the Service Agreement. You and We will ensure that employees, officers, representatives or advisers to whom such confidential information is disclosed comply with this clause; and



17.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.4. Neither You nor Us shall use the other's confidential information for any purpose other than to exercise its rights and/or perform its obligations under these Terms or the Service Agreement.

## 18. REGULATORY COMPLIANCE

18.1. If You are a Group Manager, an owner or part owner of a racehorse, You accept that You may have obligations to inform the British Horseracing Authority ("BHA") of Your personal details. In some cases, You will be required to formally register as an owner with the BHA. You agree to carry out all requirements necessary with the BHA and to provide accurate information to the BHA. [Read the BHA Rules of Racing here.](#)

18.2. TRM reserves the right to inform the BHA of registration data relating to TRM Members and TRM reserves the right to investigate any concerns raised by the BHA.

18.3. You accept that, in the event that You operate in or are based in other jurisdictions, You may have obligations to other relevant regulatory or registration authorities as may be applicable in that jurisdiction. You accept that it is your responsibility to ensure that You are aware of and in compliance with all such requirements.

## 19. GOVERNING LAW AND JURISDICTION

These Terms of Use, their subject matter and their formation, are solely governed by English law. The Parties agree that the courts of England and Wales will have exclusive jurisdiction to decide all matters arising out of or in connection with these Terms.

## 20. TRADE MARKS

THE RACING MANAGER (UK00003251129) is a UK registered trade mark of TRM. You are not permitted to use this without our prior written approval, unless permitted under these Terms.

## 21. TERM AND TERMINATION

21.1. Unless otherwise agreed in writing with TRM, all memberships are set up and renewed on an annual basis and the fees are payable as set out in the Service Agreement. Annual memberships will automatically continue into a new calendar year unless they are terminated by the Member giving written notice to TRM prior to the anniversary date that the Member wishes to terminate its contract with TRM. To do this please email us at [info@theracinganager.com](mailto:info@theracinganager.com). In the event that a Member wishes to terminate the contract with TRM in the first calendar month of any renewal period, TRM will provide a full refund for any annual membership fee paid in advance. Any later attempt by the Member to terminate a renewal period later than the end of the first calendar month in the said renewal period would not be effective and no refund shall be given by TRM.

21.2. Without affecting any other right or remedy available, TRM may terminate the Service Agreement or suspend any membership with immediate effect by giving written notice if:

21.2.1. You fail to pay any amount due under the Service Agreement on the due date for payment and remain in default for not less than 14 days after being notified in writing to make such payment;

21.2.2. You commit a material breach of any term of these Terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a

period of 14 days after being notified in writing to do so. For the avoidance of doubt any breach of the Acceptable Use Policy shall be deemed to be a material breach;

21.2.3. You suspend or threaten to suspend, payment of your debts or is unable to pay your debts as they fall due or admit inability to pay your debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

21.2.4. You commence negotiations with all or any part of your creditors with a view to rescheduling any of your debts or make a proposal for or enter into any compromise or arrangement with any of your creditors or a petition is filed, notice is given, a resolution is passed or an order is made for or in connection with winding up;

21.2.5. You being an individual, are the subject of a bankruptcy petition, application or order.

21.3. On termination or expiry of the Service Agreement, the following clauses shall continue in force: clauses 12, 17, 19, 22, 23, 24, 26, 27.

## 22. **ENTIRE AGREEMENT**

22.1. These Terms and any Service Agreement constitute the entire agreement between the You and Us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings, whether written or oral, relating to the use of our Site and services.

22.2. You agree that You shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

## 23. **CONFLICTS**

If there is an inconsistency between any of the provisions in the main Terms and the Schedules/Policies, the provisions in the main shall prevail.

## 24. **WAIVER**

No failure or delay by Us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 25. **NO PARTNERSHIP OR AGENCY**

25.1. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture or agency arrangement between You and Us..

25.2. You confirm that you are acting on your own behalf and not for the benefit of any other person.

## 26. **NOTICES**

26.1. Any notice or other communication given by You or Us under or in connection with these Terms shall be in writing and shall be sent by email. For TRM, this shall be [info@theracingmanager.com](mailto:info@theracingmanager.com). For You, it will be the email address registered to Your TRM account.

26.2. Any notice or communication shall be deemed to have been received at 9.00 am on the next Business Day after transmission.

26.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. **THIRD PARTY RIGHTS**

27.1. Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

## **SCHEDULE 1**

### **ACCEPTABLE USE POLICY**

#### **1. WHAT IS IN THESE TERMS?**

This Acceptable Use policy sets out the content standards that apply when You upload content to our Site, make contact with other users on our Site, link to our Site, or interact with our Site in any other way.

#### **2. WE MAY MAKE CHANGES TO THE TERMS OF THIS POLICY**

We may amend these Terms from time to time. Every time You wish to use our Site, please check these Terms to ensure You understand the Terms that apply at that time.

#### **3. PROHIBITED USES**

3.1. You may use our Site only for lawful purposes. You may not use our Site:

3.1.1. in any way that breaches any applicable local, national or international law or regulation or which may bring TRM, this Site or services into disrepute.

3.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

3.1.3. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.

3.1.4. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

3.1.5. to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware.

3.2. You also agree:

3.2.1. not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of our Terms.

3.2.2. not to access without authority, interfere with, damage or disrupt:

3.2.2.1. any part of our Site;

3.2.2.2. any equipment or network on which our Site is stored;

3.2.2.3. any software used in the provision of our Site; or

3.2.2.4. any equipment or network or software owned or used by any third party.

#### **4. INTERACTIVE SERVICES**

4.1. We may from time to time provide interactive services on our Site, including, without limitation:

Chat facilities, bulletin boards, group messaging, personal web page links or profiles, images, videos and / or location data and other interactive features that allow users to post, submit, publish, display or transmit to other users or Members content or materials on or through the Site.

- 4.2. Where We do provide any interactive service, We will provide clear information to You about the kind of service offered, if it is moderated, and what form of moderation is used (including whether it is human or technical).
- 4.3. We are under no obligation to oversee, monitor or moderate any interactive service We provide on our Site, and We expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards.

## 5. **CONTENT STANDARDS**

- 5.1. These content standards apply to any and all material which You contribute to our Site ("Contribution"), and to any interactive services associated with it. The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole. TRM will determine, in its discretion, whether a Contribution breaches the content standards.
- 5.2. A Contribution must:
  - 5.2.1. be accurate (where it states facts).
  - 5.2.2. be genuinely held (where it states opinions).
  - 5.2.3. comply with the law applicable in England and Wales and in any country from which it is posted.
- 5.3. A Contribution must not:
  - 5.3.1. be defamatory of any person.
  - 5.3.2. be obscene, offensive, hateful or inflammatory.
  - 5.3.3. promote sexually explicit material.
  - 5.3.4. promote violence.
  - 5.3.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
  - 5.3.6. infringe any copyright, database right or trade mark of any other person.
  - 5.3.7. be likely to deceive any person.
  - 5.3.8. breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
  - 5.3.9. promote any illegal activity.
  - 5.3.10. be in contempt of court.
  - 5.3.11. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

- 5.3.12. be likely to harass, upset, embarrass, alarm or annoy any other person.
  - 5.3.13. impersonate any person, or misrepresent Your identity or affiliation with any person.
  - 5.3.14. give the impression that the Contribution emanates from TRM, if this is not the case.
  - 5.3.15. advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
  - 5.3.16. contain a statement which You know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
  - 5.3.17. contain any advertising or promote any services or web links to other Sites, without the prior written consent of TRM.
- 5.4. Any Contribution You post to the Site will be considered non confidential and non proprietary. By providing any Contribution You grant Us and our service providers, Members and each of their respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.
  - 5.5. You represent and warrant that You own and control all rights to the Contributions and have the rights to grant the license to Us and our service providers and each of their respective licensees, successors and assigns.
  - 5.6. You understand and acknowledge that You are responsible for any Contributions You submit or contribute and You accept full responsibility for such content including its legality, reliability, accuracy and appropriateness. Further, We will not be held responsible or liable to any third party for the content or accuracy of any Contributions posted by You or any other user or Member of the Site.

## 6. **BREACH OF THIS POLICY**

- 6.1. When We consider that a breach of this Acceptable Use policy has occurred, We may take such action as We deem appropriate.
- 6.2. Failure to comply with this Acceptable Use policy constitutes a material breach of the Terms upon which You are permitted to use our Site, and may result in our taking all or any of the following actions:
  - 6.2.1. immediate, temporary or permanent withdrawal of Your right to use our Site and services.
  - 6.2.2. immediate, temporary or permanent removal of any Contribution uploaded by You to our Site.
  - 6.2.3. issue of a warning to You.
  - 6.2.4. legal proceedings against You for reimbursement of all costs, damages and expenses on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
  - 6.2.5. disclosure of such information to law enforcement authorities as We reasonably feel is necessary or as required by law.

- 6.3. We exclude our liability for all action We may take in response to breaches of this Acceptable Use policy. The actions We may take are not limited to those described above, and We may take any other action We reasonably deem appropriate.

## SCHEDULE 2

### TRM MEMBERSHIP

The potential Members of the Site include the following:

**Group Managers** – These users will set up and manage an Ownership Group and will gain access to additional parts of the Site, including the management dashboard and will administer the group including adding, amending and removing Group Members as necessary. Group Managers will also have access to the private messaging function and all communications sent out will go to all Group Members. An Ownership Group may be managed by one or more Group Managers and “Group Manager” is defined accordingly.

**Group Members** – These users will be part of an Ownership Group and own an equity stake in a horse or in an Ownership Group. They will be registered with TRM and will be able to use certain features within the Site. They may be invited to join an Ownership Group by the Group Manager. Any communications posted by Group Members will be notified to the Group Manager or Managers.

**Guest Members (i.e. Friends & Family)** – These users will have access to the same information within an Ownership Group as Group Members, although they will not actually own any proportion of the horse or the Ownership Group. Guest Members may be invited to join by the Group Manager. They will need to register with TRM once they have been invited to join. A Group Manager is able to invite a maximum of five Guest Members.

**Trainers** – The racehorse trainer (where not also the Group Manager) will need to be linked to a Group Manager and be invited to join an Ownership Group by the Group Manager and will need to register with TRM. They will be able to access the same features as a Group Member but will also be able to access a part of the app which will be tailored to provide communications to the Group Members (and any Guest Members) in the ‘updates’ section of the Site. Trainers may also set up Ownership Groups, in which case they would be fulfilling the role of a Group Manager and would also gain access to the features outlined for that user type.

**Trainer Representatives** - A Trainer may appoint one or more representatives to use the TRM Site on their behalf. The Representative (if not the Group Manager) will need to register on TRM and be linked to a specific Ownership Group in order to gain certain Trainer access rights.



### SCHEDULE 3

#### SUBSCRIPTION MODEL

##### THE RACING MANAGER FEE STRUCTURE

<b>Annual Horse Registration Fee</b>  Registering Your horse with The Racing Manager is the initial step required to gain access to Our services and for other Members to be able to access the horse's data. On completion of TRM registration by the Group Manager, the Horse Registration Fee will be charged. The fee is charged once per annum and applies to each horse registered.	Chargeable in Bands dependant on the Total Number of Horses
<b>Annual Subscription Fee</b>  The Annual Subscription Fee applies to Group Managers, Group Members and Guest Members. <sup>1</sup> The Annual Subscription provides access to the bespoke data, media content and communication facilities of one horse in addition to general access to the Site.	This relates to the Total Number of Horses You are associated with and is chargeable per Horse
<b>VAT Service Fee</b>  The Racing Manager's VAT Service Team deals with HMRC directly on behalf of all registered owners wishing to claim back their racing-related VAT and who are registered under the Owners' VAT Scheme.  The VAT Service also applies to Syndicates and Partnerships who have registered a joint VAT number. For more information about this service, please contact The Racing Manager. Fee charged quarterly.	Chargeable Quarterly as agreed
<b>Fractional Ownership Sales Commission (Introductory Fee)</b>	As agreed and confirmed
<sup>1</sup> Trainers, where not Group Managers, are provided with access to the Site at no additional charge.	

All prices exclusive of VAT. For customers based in and / or doing business in other jurisdictions VAT may not be applicable, however other taxes or duties may apply and TRM may be required to account for such other taxes. You should ensure that You are fully aware of any relevant taxes, duties or levies that are applicable in each case.

## SCHEDULE 4

### OWNERSHIP GROUP DOCUMENTATION

The Racing Manager strongly recommends that a formal written agreement is put in place between the Group Manager, on behalf of the Ownership Group, the trainer of the horse(s) owned or leased as applicable, and the Group Members setting out the relationship between the parties and detailing in particular the responsibilities of each party and the financial aspects of the arrangement.

All Group Managers, in relation to the Ownership Group, should ensure that they are aware of the requirement of the British Horseracing Authority Rules of Racing and related guide the Rules of Racing of Great Britain: <http://rules.britishhorseracing.com>.

The British Horseracing Authority also publish a Syndicate Code of Conduct that is applicable to Ownership Groups as detailed in the code.

The Racehorse Owners Association website is also a source of useful information including several agreement templates.

All Group Managers operating in other jurisdictions should ensure that they are aware of the rules, regulations and requirements that may be applicable in such other jurisdictions.

## SCHEDULE 5

### DATA PROTECTION AND PRIVACY RULES

We are committed to protecting and respecting Your privacy.

This policy (together with our Terms of Use) sets out the basis on which any personal data We collect from You, or that You provide to Us, will be processed by Us. Please read the following carefully to understand our views and practices regarding Your personal data and how We will treat it.

The data controller is The Racing Manager Limited of 39 Long Acre, London, WC2E 9LG.

Our nominated representative for the purpose of the Act is Adrian Ash.

#### Legal basis for the processing of personal information

TRM bases its processing of Your personal information on one or more of the following grounds, as permitted by data protection law:

- processing based on Your explicit consent to such processing;
- processing based on TRM's legitimate interests as the operator of a Site aimed to facilitate the ownership and management of racehorses; and
- processing based on the need for TRM to be able to use Your personal information in order to perform obligations required under these Terms and/or due to the need to administer the contract in relation to the Members and to invoice the Members as required under these Terms.

We may collect and process the following data about You:

#### 1. INFORMATION YOU GIVE US

You may give Us information about You by filling in forms on our Site or by corresponding with Us by phone, email or otherwise. This includes information You provide when You register to use our Site, subscribe to our service, place an order on our Site, use our service, participate in discussion boards or other social media functions on our Site, enter a competition, promotion or survey, and when You report a problem with our Site. The information You give Us may include Your name, address, e-mail address and phone number, financial and credit card information, personal description and photograph.

#### 2. INFORMATION WE COLLECT ABOUT YOU

With regard to each of Your visits to our Site, We may automatically collect the following information:

- 2.1. technical information, including the Internet protocol (IP) address used to connect Your computer to the Internet, Your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;
- 2.2. information about Your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our Site (including date and time); products You viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

### 3. INFORMATION WE RECEIVE FROM OTHER SOURCES

- 3.1. We are also working closely with third parties (including, for example, business partners, regulators, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about You from them.
- 3.2. We reserve the right to carry out verification checks on You, using software and systems provided by third parties such as Contego.com, or similar. We may share this information with Group Managers, where necessary, to enable them to make decisions about Group Member participation in any Ownership Group. We may also share this information with the British Horseracing Authority, as the regulator of the sport.
- 3.3. Our website uses cookies to distinguish You from other users of our website. This helps Us to provide You with a good experience when You use our website and also allows Us to improve our Site.

A cookie is a small file (of letters and numbers) that We store on Your browser or the hard drive of Your computer if You agree. Cookies contain information that is transferred to Your computer's hard drive.

We use the following cookies:

- **Strictly necessary cookies:** these are cookies that are required for the operation of our website. They include, for example, cookies that enable You to log onto secure areas of our website, use the shopping cart or make use of e-billing services.
- **Analytical/performance cookies:** they allow Us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps Us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies:** these are used to recognise You when You return to our website. This enables Us to personalise our content for You, greet You by name and remember Your preferences (for example, Your choice of language or region).
- **Targeting cookies:** these cookies record Your visit to our website, the pages You have visited and the links You have followed. We will use this information to make our website and the advertising space on it more relevant to Your interests.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic manager services) may also use cookies over which We have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

You can block cookies by activating the setting on Your browser that allows You to refuse the setting of all or some cookies. However, if You use Your browser settings to block all cookies (including essential cookies), You may not be able to access all or parts of our Site.

### 4. USES MADE OF THE INFORMATION

We use information held about You in the following ways:

#### 4.1. Information You give to Us

We will use this information:

- 4.1.1. to carry out our obligations to You under these Terms and to provide You with the information and services that You request from Us;
- 4.1.2. to provide You with information about other goods and/or services We offer that are similar to those that You have already purchased or enquired about;
- 4.1.3. to provide You, or permit selected third parties to provide You, with information about goods or services We feel may interest You. If You are an existing customer, We will only contact You by electronic means (email, SMS or app push notifications) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to You;
- 4.1.4. to notify You about changes to our service;
- 4.1.5. to ensure that content from our Site is presented in the most effective manner for You.

#### **4.2. Information We collect about You**

We will use this information:

- 4.2.1. to administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- 4.2.2. to improve our Site to ensure that content is presented in the most effective manner for You and for Your computer;
- 4.2.3. to allow You to participate in interactive features of our service, when You choose to do so;
- 4.2.4. as part of our efforts to keep our Site safe and secure;
- 4.2.5. to measure or understand the effectiveness of advertising We serve to You and others, and to deliver relevant advertising to You;
- 4.2.6. to make suggestions and recommendations to You and other users of our Site about goods or services that may interest You or them.

#### **4.3. Information We receive from other sources**

We may combine this information with information You give to Us and information We collect about You. We may use this information and the combined information for the purposes set out above (depending on the types of information We receive).

#### **4.4. Disclosure of Your information**

- 4.4.1. We may share Your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.
- 4.4.2. Apart from disclosure of Your personal information to third parties as set out in these Terms including in clause 4.4.3 below, We shall not share or transfer Your personal information to any third parties.
- 4.4.3. We may disclose Your personal information to third parties:
  - 4.4.3.1. in the event that it is necessary to provide Your personal information to regulators such as the British Horseracing

Authority or to third parties who provide verification checks on You such as Contego.com and for related purposes;

- 4.4.3.2. in the event that We sell TRM, in which case We may disclose Your personal data to the prospective buyer of TRM;
- 4.4.3.3. If TRM or substantially all of its assets are acquired by a third party, in which case personal data held by it about its Members will be one of the transferred assets;
- 4.4.3.4. if We are under a duty to disclose or share Your personal data in order to comply with any legal obligation, or in order to enforce or apply our Terms and other agreements; or to protect our rights or property, or the safety of our Members, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

#### **4.5. Where We store Your personal data**

- 4.5.1. The data that We collect from You may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of Your contracts, the processing of Your payment details and the provision of support services. By submitting Your personal data, You agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this privacy policy.
- 4.5.2. All information You provide to Us is stored on our secure servers. Any payment transactions will be encrypted when processed by third parties. Where We have given You (or where You have chosen) a password which enables You to access certain parts of our Site, You are responsible for keeping this password confidential. We ask You not to share a password with anyone.
- 4.5.3. Unfortunately, the transmission of information via the internet is not completely secure. Although We will do our best to protect Your personal data, We cannot guarantee the security of Your data transmitted to our Site; any transmission is at Your own risk. Once We have received Your information, We will use strict procedures and security features to try to prevent unauthorised access.

#### **4.6. Retention period for Your personal data**

- 4.6.1. Whilst We will periodically review and delete any outdated personal data in accordance with our legal requirements, our general policy is to retain all relevant personal data for six years after Your membership is terminated or expires, as information may be relevant for legal reasons for this period.
- 4.6.2. If You consider that this period is excessive in any specific circumstances, please contact Us by email at [info@theracingmanager.com](mailto:info@theracingmanager.com).

### **5. YOUR RIGHTS**

- 5.1. You have the right to ask Us not to process Your personal data for marketing purposes. We will always inform You (before collecting Your data) if We intend to use Your data for such purposes or if We intend to disclose Your information to any third party for such purposes. You

can also revoke any consent given to Us to process Your data at any time by contacting Us [info@theracingmanager.com](mailto:info@theracingmanager.com).

5.2. In addition, You also have the following legal rights in relation to personal data:

- the right to rectify any inaccuracies in personal information held on You;
- the right of portability – this is the right to require personal data to be provided in a commonly used electronic form (in specified circumstances only);
- the right to object to processing based on legitimate interests;
- the right to erasure (“the right to be forgotten”) – this right is broadly the right to have certain personal data erased in specified situations, normally where the processing fails to meet the requirements of data protection laws;
- the right to object to Your personal data being used for profiling and automated decision-taking.

## 6. **ACCESS TO INFORMATION**

The Act gives You the right to access information held about You. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing You with details of the information We hold about You.

## 7. **LINKS TO THIRD PARTY WEBSITES**

Our Site may, from time to time, contain links to and from the websites of third parties. If You follow a link to any of these websites, please note that these websites have their own privacy policies and that We do not accept any responsibility or liability for these policies. Please check these policies before You submit any personal data to these websites.

## 8. **CHANGES TO OUR PRIVACY POLICY**

Any changes We may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to You by email. Please check to see any updates or changes to our privacy policy.

## 9. **CONTACT**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@theracingmanager.com](mailto:info@theracingmanager.com).

## **SCHEDULE 6**

### **TRM US SERVICE ADDENDUM**

The Racing Manager LLC, a Delaware limited liability company, ("TRM US") has been set up by TRM in order to provide services to Members based in the US.

This Schedule 6 (the "US Terms") is incorporated into The Racing Manager Limited Website / App Terms and Conditions, together the ("Terms"), in relation to the provision of the TRM platform to Members based in the US to set out certain additional Terms applicable to Members based in the US as well as to amend or clarify certain Terms.

#### **1. TRM US MEMBERS**

All Members based in the US need to accept the Terms, including Schedule 6 which sets out US specific terms, the US Terms, as part of their membership and use of the services provided by TRM. By using any TRM product You are deemed to have accepted these Terms. All Members based in the US will enter into a Service Agreement with TRM US for the provision of the TRM platform.

#### **2. TRM US SUBSCRIPTIONS AND PAYMENTS FOR USE OF THE SITE**

In relation to Clause 6, 6.1 and 6.3 of the Terms, for US Members payment for use of the services provided by our Site must be made to the bank account nominated in writing by TRM or TRM US or other, future payment method that TRM US determines as notified to You in our invoice.

If you fail to make payment under the Service Agreement by the due date, then without limiting any other remedies, You will be liable to pay interest on the overdue sum, whether before or after judgment. Interest charges for US Members will accrue at 4% per year above the Federal Reserve interest rate from time to time. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved on sums found or agreed to be due. You are responsible for all collection costs.

#### **3. US REGULATORY COMPLIANCE**

In relation to clause 18 of the Terms You acknowledge that there are US laws governing horse racing that may be applicable to You. You also acknowledge that TRM and TRM US reserve the right to inform any relevant regulatory or governing authorities of registration data relating to TRM US Members and TRM and TRM US reserve the right to investigate any concerns raised by such regulatory or governing authorities.

#### **4. US TAXES**

TRM US may assess applicable sales, use, transfer, privilege, tariffs, excise and all other taxes and duties, however designated, which are levied or imposed by reason of the use of the Site. You will be responsible for any federal, state and local income taxes on any relevant transactions and depending on the circumstances TRM US may require tax withholding as required by law.

#### **5. US DATA PROTECTION AND PRIVACY**



The following clauses are relevant in relation to Schedule 5 of the Terms.

#### California Privacy Rights

The California Consumer Privacy Act (2018) the (“CCPA”) and the California Privacy Rights Act (2020) the (“CPRA”) grant California residents and individuals whose personal information is governed by the CCPA/CPRA the following rights:

Information. You can request information about how We have collected and used Your personal information during the past 12 months.

Access. You can contact Us and request a copy of the personal information that we have collected about You during the past 12 months during the registration process and as updated from time to time.

Deletion. You can ask Us to delete the personal information that We have collected from You.

Opt out. We will inform You if We intend to use Your personal data for sales or marketing purposes or if We intend to disclose Your information to any third party for such purposes. You can at that time, or any subsequent time, ask Us not to process Your personal information for such purposes by contacting Us at [info@theracingmanager.com](mailto:info@theracingmanager.com). We will consider this a request pursuant to California’s ‘Shine the Light’ law to stop sharing Your personal information covered by that law with third parties for their direct marketing purposes.

You are entitled to exercise the rights described above free from discrimination.

Please note that the CCPA and the CPRA acts limit some rights by, for example, prohibiting Us from providing certain sensitive information in response to an access request and limiting the circumstances in which We must comply with a deletion request. In the unlikely event that We deny Your request We will communicate our decision to You.

To exercise the excess, data portability and deletion rights or to correct Your data, please submit a verifiable consumer request to Us at [info@theracingmanager.com](mailto:info@theracingmanager.com). That is, You will be asked to verify your email address. We cannot respond to your request to provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information that relates to You. If you are an ‘authorized agent’ empowered to submit requests on behalf of a third party We will require additional evidence showing authorization.

#### Virginia Privacy Rights

Beginning January 1 2023 Virginia residents and individuals covered by the Virginia Consumer Data Privacy Act the (“VCDPA”) will have similar rights to those applicable in California and additionally in the event We decline to make privacy changes as permitted by the VCDPA You have the right to appeal the decision. Further, all requests for access, data portability and deletions under the VCDPA must be made by that person, a third party request cannot be made.

#### US Age Limitation

The Site is offered and available to users inside the United States who are 13 years of age or older. By using the Site You represent and warrant that You are 13 years of age or older and agree to be bound by the Terms. If You do not meet this requirement, please do not access or use the Site.