

# TERMS AND CONDITIONS

## 1. SERVICE USE

- a. Racebk.com is the owner and operator of this Service.
- b. Each user of this Service (User or You) agrees to be bound by these Terms & Conditions. Your use of and access to this Service indicates Your acceptance of these Terms & Conditions, as they exist at the time of use.
- c. Racebk.com may amend these terms and conditions at any time by posting changes on the Service. If You use the Service (other than to review the amended terms) after a notice of change has been provided, You will be deemed to have accepted the new terms and conditions.
- d. Racebk.com may alter, suspend or discontinue the Service and/or its functionality and/or the content made available through the Service at any time, with or without notice to Users, and, to the full extent permitted by law and subject to the remainder of these Terms and Conditions, Racebk.com will not be liable to any User or to any third party should it exercise such rights.
- e. Racebk.com will have no responsibility or liability in relation to any loss or damage that You incur to your software or hardware, arising from your use of or access to this Service.
- f. Racebk.com does not warrant that functions of this Service or which You access through this Service, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected, that there will be no technical problems which prevent or unreasonably delay delivery of the Service or any content which ought to be accessible through the Service, or that Racebk.com or the server that makes it available, are free of viruses or bugs.
- g. This Service may include third party content which is subject to that third party's terms and conditions of use. Nothing on this Service should be construed as granting any licence or right for You to use that content.
- h. Users will not use this Service for any purpose or in any way which is unlawful.

## 2. Advertising

- a. You are responsible for all fees and charges You incur when accessing and using the Service. These may include the fees and charges of internet service providers, telecommunications carriers and other third parties.
- b. Racebk.com may modify these Terms & Conditions from time to time. It is Your responsibility to remain familiar with these Terms & Conditions and to understand the changes. Notification will be attempted but Racebk.com take no responsibility should you not receive this notification.
- c. Fraudulent use of a credit card, PayPal account or other payment method by You will automatically absolve Racebk.com from any liability. Racebk.com will co-operate with any law enforcement agency with respect to the fraudulent use of such payment method and provide all relevant details pertaining to Your transactions conducted on this Service. At the time of notification of the fraudulent activity, all Advertisements charged to the notified credit card, PayPal account or other method will be cancelled immediately.

- d. f. If Your payment method fails Your Advertisement will not be posted.
- e. Your Advertisement must not advertise any prohibited items. Racebk.com reserves the right to remove, delete or not publish any Advertisements which advertise prohibited content and items.
- f. Racebk.com does not accept responsibility for non-receipt of advertising requests through this website other than where Racebk.com is at fault.
- g. Rates quoted on the Service apply only to Advertisements personally placed using this service.
- h. Racebk.com publishes the information You provide. Accuracy and honesty is Your responsibility.
- i. You agree to pay the rate/s specified on the Service for each Advertisement, current at the time of booking of the Advertisement.
- j. Advertisers must be 18 years of age or over.
- k. Advertisements posted via this Service will appear online and as an additional service, be promoted via a social media post.
- l. Each Advertisement submitted for publication on the Service requires within its content at least one method of contact, either telephone or email.
- m. All advertisements booked via this Service will be published the next available day and via the Racebk.com process.
- n. Cancellations by the Advertiser must be received in writing to [ben@racebk.com](mailto:ben@racebk.com). This should be done immediately upon sale of your horse.
- o. Refunds will not be given for your advertisement upon the sale of your horse prior to the end of the month.

### 3. DEFINITIONS

**Advertisement:** Means any material in any form lodged for publication or other distribution as an advertisement.

**Advertiser:** Means each Advertiser who seeks to have Publisher publish or otherwise distribute an Advertisement.

**Deadline:** Means the time specified by a Publication by which all material and authorisations must be received for inclusion in the next edition of the Publication.

**Service:** This digital platform operated by Racebk.com with its home page at the URL: [www.racebk.com](http://www.racebk.com)

**You:** The person entering into this Agreement being Racebk.com's customer in whose name the account is conducted and can include an advertising agency.