

Terms and Conditions for the Use of HippoBase As of January 1st, 2007

§ 1

Scope, Written Form

- (1) The use of HippoBase exclusively occurs on the basis of these terms and conditions.
- (2) Unless a special contract has been set up for multiple events, an agreement for the use of HippoBase is valid for a single event only.
- (3) All agreements between provider and organiser on the use of HippoBase or any services related to it must be agreed upon in written form. Declarations made by email or in web registration forms are regarded as written and legally binding.

§ 2

System Properties, Core Functions, Optional Features

- (1) HippoBase is a web-based online system which supports the preparation of international equestrian events. It runs on a server operated by the provider and can be accessed by the organiser over the internet using a web browser.
- (2) The HippoBase core functions for managing entries and handling sports data are as follows:
 - a) Handling of entries (registration of competitors and horses) and their details. Add/remove/list/modify participating nations, competitors and horses. Separation into entry groups. Creation of various reports based on the entry data: Master list, Vet-Check-List, reservation of stable and boxes, list of participants adapted to the style of the organisers website. Export of competitor and horse data in a machine readable format (CSV file).
 - b) Facility for FEI recognized national federations (national equestrian umbrella organisations of participating countries) to submit their entries online over the internet. Modification rights of federations can be limited for later entry phases.
- (3) Optional features at extra charge:
 - a) Management of hotel bookings. Storage of arrival, departure, hotel, room type and payment by OC/guest for any person in the system. Numerical overview of room quotas, bookings and free spaces for all hotels. List of guests for each hotel. Bulk operations for efficient processing of large numbers of guests.
 - b) Preparation of accreditation data for any people needing special access to the venue (examples: competitors, grooms, horse owners, officials, staff, special guests, press,...). To be used either for lists to issue bracelets or as raw data for printing named badges with function text and access zones. Save function (role), phone, address, and email for any person. Search, filter and sort people by various criteria. Categories and roles for grouping people with similar functions. Defaults for access rights and a person's function description are automatically copied from the person's role upon creation but may be changed individually for each person later. User/time-stamp when data is added or modified. National Federations can add a specified number competitor companions over the internet. Warning on creation of duplicates even with slightly different spelling. Export of textual accreditation data as simple table in machine-readable format (CSV file).
 - c) Upload, formatting and storage of accreditation pictures for any person. Use of existing pictures from an archive. Export of pictures in JPEG format; names of picture files correspond to a column in the table exported under b).
 - d) Manage data on flight bookings for any person in the system.
- (4) The provider may introduce changes in functionality at any time as long as the functionality in (2) remains generally available. The organiser must be notified if a change in functionality requires a different procedure for using that functionality.

§ 3

Prerequisites for Organisers

- (1) The organiser needs an internet connection using ADSL, UMTS or a service with a similar or higher transfer rate. Internet connections with lower transfer rates (ISDN, Modem) may be used but the provider does not guarantee a flawless operation.
- (2) The availability of an appropriate internet connection is the sole responsibility of the organiser. Organisers should bear this in mind when setting up the infrastructure at the venue.

(3) For using the HippoBase system, users need the web browser Microsoft Internet Explorer version 6 or higher. The use of other web browsers may only occur with prior consent of the provider.

(4) All users of the system must have general knowledge on how to operate a computer and an enhanced familiarity with the use of internet, web browsers and email.

(5) The organiser must provide the schedule of the event in a common electronic format (.doc or .pdf). To assure a configuration of the system on time, the provider may also ask for a draft of the schedule which has not yet been approved by the FEI. The information therein must be kept confidential.

§ 4 User Access

(1) The system is only accessible through user accounts with username and password. User accounts are only issued to individuals and may be used by that individual only.

(2) User accounts are issued by the provider. A user account will only be created if first name, last name, phone number and a valid email address of the respective person is available. This data may be displayed to other users within the system and serves the communication amongst the users of the system, especially for data modifications having effect beyond the scope of a single event; example: "X from Y has changed the data of this horse on day Z". The data of a user account has to be kept in confidence by the provider for an indefinite time and may not be given to unauthorized third parties.

(3) HOLDERS OF USER ACCOUNTS ARE OBLIGED TO KEEP THEIR ACCESS DATA STRICTLY IN CONFIDENCE AND MAY NOT GIVE IT TO ANY OTHER PERSON. THIS OBLIGATION OF SECRECY APPLIES INDEFINITELY. IF THE SYSTEM SHOULD BE TAMPERED WITH OR MANIPULATED IMPROPERLY BY THE MEANS OF A USER ACCOUNT ASSIGNED TO THE ORGANISER, THE PROVIDER RESERVES THE RIGHT TO STOP THE ENTIRE SERVICE IMMEDIATELY. IN CASE OF DAMAGES ARISING FROM THE ABUSE OF THE SYSTEM, THE PROVIDER MAY CLAIM FOR DAMAGES. The organiser has to inform his staff about these security measures.

(5) For important notifications from the provider to the organiser email is sufficient as means of communication. The email addresses saved together with the user accounts will be used for this purpose. The provider can expect that emails are read at least every second workday and that instructions for the use of the system will be followed.

(6) The user interface of HippoBase is only available in English. Some reports suitable for public usage are also available in French, German and Spanish.

(7) The provider is responsible for creating appropriate user accounts for national equestrian federations participating in the online entry process. It is the responsibility of the organiser to ask the federations to submit the entries online.

§ 5 Service Period, Idle Period, Data Deletion

(1) The costs of an online system depend closely upon the period of a guaranteed availability. In order to save costs for the organiser, there is a distinction between service and idle period.

(2) The service period lasts from the 10th Monday before the beginning of an event until the 4th Sunday after the event. Only during this time, the provider is obliged to guarantee the services defined by present conditions. This applies in particular for the duties defined in §§ 6 and 7. If there is no contract for multiple years the term of contract corresponds to the service period.

(3) The idle period follows the service period and lasts until the potential service period of a contract for the next event. Organisers stating explicitly that they intend to use the system for the same event in the next year or organisers having a contract for multiple years may access the system during the idle period free of charge. HOWEVER DURING THE IDLE PERIOD, THE PROVIDER DOES NOT GUARANTEE ANY FUNCTIONALITY OR AVAILABILITY NOR ANY OTHER SERVICES RELATED TO THE USE OF THE SYSTEM. If an organiser desires any guaranteed services during the idle period they need to be arranged with the provider explicitly.

(4) If the organiser does not state explicitly until the end of the service period that he wishes to use the system again for the same event or if an organiser has announced to use the system for a follow-up event but has eventually not used it, the data of the respective event may be deleted by the provider without any further inquiry.

(5) Even if the organiser has requested to delete the data of competitors and horses earlier, the data of an event can at the earliest be deleted nine month after the event as the data is also used for reference by the national federations.

§ 6

Availability, Guarantee, Liability

- (1) The provider must avoid any interruptions in the online availability of the system.
- (2) If complete system failures within office hours (8 - 18h CET) should amount to more than 40 hours during the contract period, the provider can be held liable as follows: The compensation will be reduced by 20 € for any additional hour out of service, down to a limit of 20% of the compensation. In case of a failure, the provider has to be informed immediately. The hours of failure are counted from the point in time where the provider has received the notice of the failure.
- (3) The provider has to remove defects promptly. A defect exists if the software does not fulfil a guaranteed contractual quality. The organiser will describe a defect and its effect as clearly as possible and will support the provider as far as possible in finding and removing the defect.
- (4) If a function is not available because of the lack of necessary collaboration of the organiser, e.g. supply of configuration information, the provider may not be held liable.
- (5) The provider has to give sufficient notice to the organiser if predictable corrections of defects or maintenance work will influence the availability of the system within the hours mentioned in (2).
- (6) If the system should be constantly and completely unavailable for more than two weeks from the beginning of the service period the contract may be cancelled by the organiser immediately.
- (7) ANY CONTRACTUAL AND NON-CONTRACTUAL LIABILITY OF THE PROVIDER IS LIMITED TO INTENT OR GROSS NEGLIGENCE AND TO AN AMOUNT NOT EXCEEDING THE PAYMENT FOR THE SERVICE. THIS LIMITATION OF LIABILITY ALSO APPLIES IN THE CASE OF FAULT OF AN ASSISTANT OF THE PROVIDER.

§ 7

Data Backup, Confidentiality

- (1) For data security in case of a system crash, the provider is obliged to create a backup of the data at least once per day.
- (2) The provider may not give confidential data of the organiser to any unauthorized third party. All data which is not commonly available to the entire staff of an event or the public during the normal course of an event is considered to be confidential. This obligation of confidentiality is unlimited in time.

§ 8

Data Input and Rights of Use

- (1) The availability and correctness of competitor and horse data in HippoBase is based on the collaborative effort of organisers and national federations. All users are requested to add new data as completely as possible and change existing data only when reliable information is available. Duplicates of riders and horses should be avoided by thoroughly searching in the existing data. Unknown data fields must be left blank.
- (2) By using the system archive competitor and horse data of the national equestrian federations is available to the organiser when composing their entries. There is no guarantee that this data is complete or faultless. A copy of new or modified competitor and horse data created by the organiser during an event may be used by the provider and national federations or other events.
- (3) ANY PERSONAL OR HORSE DATA COPIED FROM THE SYSTEM ARCHIVE MAY BE USED EXCLUSIVELY FOR THE DIRECT PURPOSE OF RUNNING ONE PARTICULAR EQUESTRIAN EVENT. THE USE FOR ANY PROMOTIONAL OR COMMERCIAL PURPOSES IS NOT PERMITTED. ESPECIALLY ANY PERSONAL DATA OF COMPETITORS IS INTENDED FOR THE INTERNAL USE OF THE ORGANIZING COMMITTEE ONLY. ONLY DATA NECESSARY FOR THE CREATION OF START- AND RESULT LISTS MAY BE TRANSFERRED TO A COMPUTER RESULT SERVICE. IF THESE REGULATIONS ARE NOT FOLLOWED BY THE ORGANISER, THE PROVIDER MAY CLAIM FOR DAMAGES.

§ 9

Payment Arrangements

- (1) The organiser may request an invoice for remuneration.
- (2) As HippoBase is a preparation service, the provider may ask for payment before the end of the event. However, the payment may not be due earlier than seven days before the beginning of the event.
- (3) The price agreed upon has to be fully credited to the provider. The organiser bears any taxes, fees, money transfer charges or check charges which may be deducted from the original amount. If local tax or accounting regulations make this difficult, a higher invoice compensating for the deductions will be issued.
- (4) Delay of Payment: The interest payable on arrears is 9,5% annually. The provider reserves the right to assert higher damages caused by a delay of payment.

§ 10 Additional Services

Any services which are not concerned with the setup or maintenance of the system are additional services that have to be paid for separately. Amongst others, the following are regarded as additional services:

- a) Any tasks carried out by the provider which could also be achieved by using a normal user account of the organiser and the standard functionality of the software.
- b) Programming of new and additional functionality not listed under § 2.
- c) On site service of the provider. Remuneration by day. The organiser covers the costs for travelling, accommodation and meals. If no catering is available at the venue the costs for meals may be charged to the organisers account. Services mentioned under a) and b) carried out during on-site service may not be charged in addition.
- d) Allocation and installation of computer hardware by the provider.
- e) An online availability of the system outside the guaranteed service period.

§ 11 References

(1) In the official programme of the event, the following entry must appear in the list of services concerned with the organisation of the event:

Event Software : HippoBase, Andreas Steidle

(2) Lists of entries or participants on the official website of the event must incorporate "generated by HippoBase" or "provided by HippoBase" in their footer.

§ 12 Changes of terms and conditions

- (1) The provider reserves the right to change these terms and conditions at any time.
- (2) An organiser may continue to use HippoBase under the terms and conditions valid at the time when his contract was concluded as long as the contract has been made within the last six months.
- (3) If a contract over multiple events or a contract which has been concluded more then six months ago exists, the provider must inform the organiser about any new terms and conditions as soon as they become effective. If the organiser does not object to the new terms and conditions within two weeks they may be considered as accepted. In case of an objection, the conditions of an existing contract need to be re-negotiated.

§ 13 General Terms

- (1) The law of the Federal Republic of Germany shall apply for these terms and conditions and all legal relations between provider and organiser.
- (2) Any legal case arising from agreements between provider and organiser shall be heard at the residence of the provider.
- (3) If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.