

# **Eminent Equine Mare and Stallion Listing Terms and Conditions**

### Mare Profiles

#### **Eminent Equine Mare Listing Profile - Terms and Conditions Effective Date:** 25th February 2025

**1. Introduction** Welcome to Eminent Equine. These Terms and Conditions govern the use of the mare listing profile feature within the Eminent Equine platform. By creating and maintaining a mare listing, you agree to comply with these terms.

## 2. Eligibility and Account Responsibility

- Users must be at least 18 years old to create a mare listing profile.
- The account holder is responsible for the accuracy and completeness of the listing information.
- Any fraudulent, misleading, or misrepresented information may result in suspension or removal of the listing.

### 3. Listing Content and Accuracy

- Users must provide truthful, up-to-date, and complete information about the listed mare, including but not limited to pedigree, health status, performance records, and breeding availability.
- Eminent Equine reserves the right to review, edit, or remove listings that contain false or inappropriate content.

### 4. Fees and Payment

- Listing fees, if applicable, will be clearly stated before submission.
- Payments are non-refundable unless otherwise specified in a written agreement with Eminent Equine.

### 5. Prohibited Conduct

- Users may not post offensive, defamatory, or unlawful content.
- Listings must not infringe upon third-party rights, including intellectual property.
- Spamming, misrepresentation, or any form of malicious activity will result in immediate suspension.

### 6. Liability and Disclaimer

- Eminent Equine does not guarantee the accuracy, completeness, or reliability of any mare listing.
- The platform is not responsible for any transactions, agreements, or disputes between users.
- Users engage with listings at their own risk and are encouraged to conduct independent due diligence.

### 7. Intellectual Property Rights

- Users grant Eminent Equine a non-exclusive, royalty-free license to use listing content for promotional and operational purposes.
- Users must have the necessary rights to post images, videos, or any other content.

### 8. Termination and Removal

- Eminent Equine reserves the right to remove or suspend any listing that violates these terms.
- Users may delete their listings at any time, but no refunds will be issued for removed or voluntarily deleted listings.

### 9. Modifications to Terms

## **Eminent Equine Mare and Stallion Listing Terms and Conditions**



• Eminent Equine may update these Terms and Conditions at any time. Continued use of the platform constitutes acceptance of the revised terms.

### **10. Contact Information**

• For any questions or concerns, please contact Eminent Equine at [Insert Contact Information].

By creating a mare listing, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

### Stallion Profile

### Effective Date: 25th February 2025

These Terms and Conditions ("Terms") govern the use of the stallion listing services ("Service") provided by Eminent Equine ("Platform," "we," "us," or "our"). By creating a stallion listing profile on the Eminent Equine platform, you ("User," "Stallion Owner," or "Advertiser") agree to comply with and be bound by these Terms. If you do not agree with these Terms, you may not use the Service.

### 1. Eligibility

1.1. You must be the legal owner, lessee, or authorised representative of the stallion listed.

1.2. You must be at least 18 years old and legally capable of entering into binding agreements.

### 2. Stallion Listing Requirements

2.1. The information provided in the listing must be accurate, complete, and up-todate.

2.2. You are responsible for ensuring that all images, videos, and written descriptions are legally owned by you or properly licensed for use.

2.3. Misleading, false, or fraudulent information will result in immediate removal of the listing and potential account suspension.

2.4. Listings must comply with all applicable local, state, and national laws regarding stallion services and breeding practices.

### 3. Payment and Fees

3.1. Listing fees, if applicable, are due at the time of submission and are non-refundable unless otherwise stated.

3.2. Eminent Equine reserves the right to modify pricing at any time, with notice given before changes take effect.

3.3. Failure to pay any required fees may result in suspension or removal of the listing.

### 4. Content and Intellectual Property

4.1. By submitting a listing, you grant Eminent Equine a non-exclusive, worldwide, royalty-free license to use, display, and promote your listing on the platform and in marketing materials.

4.2. You retain ownership of all intellectual property rights associated with your listing content.

## **Eminent Equine Mare and Stallion Listing Terms and Conditions**



4.3. Eminent Equine reserves the right to edit or modify listing content to comply with platform guidelines.

### 5. Conduct and Responsibilities

5.1. You agree to respond promptly to enquiries regarding your stallion listing.

5.2. You are solely responsible for any agreements, contracts, or disputes arising from interactions with prospective breeders.

5.3. Eminent Equine is not liable for any disputes, misrepresentations, or financial transactions between you and third parties.

### 6. Semen Contracts and Distribution

6.1. Stallion owners must clearly outline semen contract terms, including collection, shipping, and return policies, within their listing or directly to interested parties.

6.2. Eminent Equine is not responsible for ensuring the enforcement or fulfillment of semen contracts between parties.

6.3. All semen contracts must comply with applicable laws and breeding regulations.6.4. Users are responsible for handling any disputes or claims related to semen contracts independently of Eminent Equine.

6.5. Misrepresentation of semen quality, availability, or contractual terms may result in listing removal and account suspension.

### 7. Listing Removal and Account Termination

7.1. Eminent Equine reserves the right to remove any listing at its discretion, including but not limited to:

- Violation of these Terms
- Complaints of fraudulent or unethical behavior
- Failure to comply with applicable laws and regulations

7.2. Users may request removal of their listing at any time by contacting customer support.

### 8. Disclaimer of Warranties

8.1. Eminent Equine does not guarantee the accuracy, completeness, or effectiveness of any listing.

8.2. We do not endorse or verify any stallion listed on the platform.

8.3. The Service is provided on an "as-is" and "as-available" basis without warranties of any kind.

### 9. Limitation of Liability

9.1. Eminent Equine is not responsible for any damages, losses, or liabilities resulting from the use of the platform or stallion listings.

9.2. In no event shall Eminent Equine's liability exceed the amount paid by the User for the listing service.

### **10. Modifications to Terms**

10.1. Eminent Equine reserves the right to modify these Terms at any time.

10.2. Continued use of the Service after changes are posted constitutes acceptance of the revised Terms.

### **Eminent Equine Mare and Stallion Listing Terms and Conditions**



### 11. Governing Law

11.1. These Terms shall be governed and interpreted under the laws of Australia.

#### **12. Contact Information**

For questions or concerns regarding these Terms, please contact us at [Insert Contact Information].

By listing a stallion on Eminent Equine, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.