



**ROBERTSON EQUINE SALES, LLC
ROBERTSONEQUINEONLINE.COM
AGREEMENTS, CONTRACTS & POLICIES**

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TERMS AND CONDITIONS OF THIS SALE

**IMPORTANT AND LEGALLY BINDING RULES APPLICABLE TO THIS SALE.
PLEASE READ CAREFULLY AND COMPLETELY.**

1. **These Terms and Conditions Govern the Sale and Use of Site.** This sale (the "Sale or the "Auction") is conducted online at www.RobertsonEquineSales.com (the "Site") by Robertson Equine Sales, LLC ("RES") and the Sale is governed by these Terms and Conditions of Sale (the "Terms and Conditions" or the "Terms" or the "Conditions") and by all announcements posted to the Site by RES or administrators of the Site ("Announcements"). Use of this Site, registration to use this Site or to sell, bid on or purchase any horses sold at any Sale or with respect to any other products or services offered on this Site are subject in all respects to these Terms and Conditions, the Site Terms of Use and Privacy Policy, all of which are incorporated herein by reference. Each person using this Site, registering for this Site or otherwise participating in the Sale in any manner hereby agrees to be bound by these Terms and Conditions, the Site Terms of Use and Privacy Policy. **All sellers, prospective bidders, buyers, owners, consignors, agents, and all other interested parties and all sales are therefore bound by and subject to the provisions of the Terms and Conditions, Site Terms of Use and Privacy Policy and the Announcements.**
2. **DISCLAIMER OF WARRANTIES.** All prospective buyers are urged to carefully examine any horses in which they may be interested (either personally and/or by their agents, representatives or veterinarians) **BEFORE** bidding. Any prospective purchasers may coordinate with the Consignor (as defined below) regarding any veterinary examinations such purchaser may

elect to do, provided such veterinary examinations must be made prior to the Sale. **EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR UNLESS OTHERWISE EXPRESSLY ANNOUNCED IN AN ANNOUNCEMENT, THERE IS NO WARRANTY OR GUARANTY OF ANY KIND, EXPRESS OR IMPLIED, BY RES, SELLER (INCLUDING OWNER) OR CONSIGNOR WITH RESPECT TO THE HEALTH, PHYSICAL CONDITION, BREEDING SOUNDNESS, FERTILITY, SHOWING SOUNDNESS, CONDITION OR ANY OTHER MATTER REGARDING ANY HORSE OFFERED FOR SALE OR SOLD IN THIS SALE AND IN PARTICULAR, RES, SELLER (INCLUDING OWNER) AND CONSIGNOR MAKE NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND RES, SELLER (INCLUDING OWNER AND CONSIGNOR SPECIFICALLY DISCLAIM SAME. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR OTHERWISE EXPRESSLY ANNOUNCED IN AN ANNOUNCEMENT, ALL HORSES SOLD IN THE SALE ARE SOLD ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS.**

3. **Catalog; Announcements; Reserves; Minimum Bid.**

(a) **Catalog.** The accuracy of all information contained in the Catalog pages is the sole and absolute responsibility of the seller of the applicable horse (the "Consignor"). Consignor has the affirmative duty to examine the Site and each Catalog page on which any horses offered for sale by Consignor appear and report any inaccuracies and corrections to RES prior to the Sale. While RES may obtain some information set forth on the Site and Catalog pages from third parties independent but on behalf of Consignor, it is nevertheless the sole and absolute responsibility of the Consignor to verify the accuracy of any such information and to notify RES of any inaccuracies and corrections prior to the Sale. Any engagements, pregnancy status and any and all other information listed on the Site or in the Catalog are as represented by the Consignor. Consignor shall release, defend, indemnify and hold harmless RES and its owners, officers, directors, members, managers, employees, advisors, representatives, agents and employees (collectively, the "RES Parties") from and against any claims, losses, damages, liabilities and expenses (including reasonable attorneys fees) (collectively, any "Losses") incurred by Consignor by reason of any error or omission on the Site or in any Catalog page. buyer acknowledges that such buyer's sole remedy for any and all Losses buyer may incur by reason of any errors or omissions on the website or in any Catalog page shall be against Consignor and buyer shall release and hold harmless RES for any such Losses.

(b) **Announcements.** Any Announcements Consignor desires to be made, including, without limitation, any Announcements correcting any errors or omissions in the Catalog pages of any horses offered for sale at the Sale by Consignor, shall be made in accordance with this Section. In the event Consignor desires that RES make any Announcements, the Consignor or its authorized agent shall deliver written notice to RES by email at REOentries@RobertsonEquineSales.com in form and substance satisfactory to RES setting forth the Announcement desired to be made not less than one (1) hour prior to the beginning of the Sale. In the event any Announcements are received by RES after such deadline, RES will have the sole and absolute discretion to elect to make the Announcement, not make the Announcement or scratch the horse. In the event the Consignor desires to make an Announcement that does not correct an

error or omission of the catalog page, RES reserves the right, in its sole discretion to elect to make the Announcement or not make the Announcement. Buyer acknowledges that Announcements take precedence over information contained in the Catalog. Consignor and buyer agree to release, defend, indemnify and hold harmless the RES Parties from any Losses incurred by buyer, Consignor or any third party by reason of RES's failure to make any Announcement, election not to make any Announcement or any incorrect Announcement made.

(c) **Reserves.** The horses included herein are offered for sale according to the laws of the Commonwealth of Kentucky. In accordance with KRS 330.210 and KRS 355.2-328(4) and other applicable laws, the right to bid in this Sale is reserved for all Consignors and sellers, including their disclosed and undisclosed agents, unless otherwise announced at time of sale. Buyers therefore acknowledge and agree that Consignors have the right to set reserves implemented by RES upon horses entered in the Sale which are not disclosed to buyers and also have the right to conduct by-bidding as related to their horses. In the event Consignor desires to set a reserve to be implemented by RES, the Consignor or its authorized agent shall deliver written notice to RES by email at REOentries@RobertsonEquineSales.com in form and substance satisfactory to RES setting forth the amount of such reserve (which notice must expressly be accepted by a duly authorized representative of RES and confirmation must be provided to Consignor in order to be binding) and such other information as RES may in its discretion require at least one (1) hour prior to the beginning of the Sale. In the event any reserve notices are received by RES after such deadline, the auctioneer will not be obligated to implement the reserve.

(d) **Minimum Bid.** The minimum bid for any horses offered for sale at the Sale shall be One Thousand Dollars (\$1,000).

4. **Bidding.**

(a) **Online Bidding.** Each horse offered for sale at the Sale shall be offered pursuant to an online auction conducted on the Site at such times and for such periods as shall be determined and announced by RES from time to time. Any person interested in purchasing a horse at the Sale shall be required to register with the Site. Each prospective buyer desiring to purchase a horse at the Sale shall submit bids online during the term of the Sale for such minimum amounts and in such minimum increments as may be established by RES from time to time. Each bid submitted by any prospective purchaser shall be an irrevocable, binding offer to purchase such horse for the amount of such bid. In the event two or more bids are placed for the same amount by different prospective purchasers, the first bid received by RES shall be recognized as the successful bid. At the conclusion of the Sale, the highest bid offered for each horse shall be the purchase price for such horse, subject to any reserves established in accordance with these Terms and Conditions, and the purchaser who submitted such high bid shall be the purchaser of such horse and shall be obligated to purchase such horse on the terms and conditions contained in these Terms and Conditions.

(b) **Resolution of Bidding Disputes.** The highest bidder of any horse is the buyer. RES reserves the right to reject any or all bids for any reason. In the event a dispute may arise between two (2) or more bidders for the purchase of a horse, RES shall adjudicate the dispute and its decision shall be absolute, final and binding upon all parties. The horse is sold at the conclusion of the Sale and any bids made or received after the conclusion of the Sale are not

grounds for any dispute. The final bid recognized at the conclusion of any bidding shall be deemed the sale price and Consignor shall not be entitled to receive any amount in excess of the sale price. Consignor and buyer agree to release, defend, indemnify and hold harmless the RES Parties from any Losses incurred by Consignor, buyer or any third party resulting from the resolution of any bidding disputes or any decisions made by RES regarding the bidding or acceptance or rejection of any bids of any horse at the Sale.

(c) **Purchase Agreement; Payment; Security Interest.** By registering with the Site, each person irrevocably agrees that if such person is the successful bidder of any horse offered for sale at the Sale in accordance with these Terms and Conditions, such person agrees to purchase such horse for the amount of the high bid submitted by such person and agrees to be bound by these Terms and Conditions. The successful bidder irrevocably agrees to pay a non-refundable deposit of \$300 (the "Deposit") immediately upon the conclusion of the Sale for each horse purchased by such purchaser. The purchaser will pay the balance of the full amount of the purchase price plus any applicable sales tax as described below within three (3) days of the conclusion of the Sale. All sales are made in U.S. currency for cash, approved bank check, certified check, credit card or such other method as may be acceptable to RES in its sole and absolute discretion. In no case shall the purchase price be paid by buyer directly to Consignor. Any payment of a purchase price not made directly to RES will not entitle the buyer to obtain any horses purchased. Purchaser irrevocably authorizes RES to charge such purchaser's credit card on file with RES for the Deposit and the balance of the full amount of the purchase price plus any applicable sales tax. This authorization shall remain in effect until expressly revoked by such purchaser by delivering written notice by email at REOentries@RobertsonEquineSales.com, provided no revocation shall be deemed effective if made during a Sale or following the purchase of a horse by such person at a Sale and before payment in full of the purchase price plus applicable sales tax is made. If any such revocation is made prior to a Sale, such prospective purchaser shall not be permitted to bid on any horses at the Sale until a new authorization is granted in form and substance satisfactory to RES unless authorized by RES in its sole discretion. In the event such purchaser does not have a credit card on file, the amount of the Deposit or the balance of the purchase price exceeds the credit limit attributable to such card, RES is unable to charge such card or for any other reason the card is not charged, purchaser agrees to deliver the Deposit immediately upon conclusion of the Sale and the balance of the full amount of the purchase price plus all applicable sales tax for each horse purchased by such purchaser at the Sale to RES within three (3) days following the conclusion of the Sale by such means as are acceptable to RES in its sole discretion. Failure of purchaser to timely pay the Deposit or the balance of the full amount of the purchase price plus applicable sales tax in accordance with this Section shall constitute a default by purchaser and RES shall be entitled to the rights and remedies set forth in these Terms and Conditions and applicable law. Consignor and purchaser agree to release, defend, indemnify and hold harmless the RES Parties from any Losses incurred by Consignor, buyer or any third party resulting from any action taken or not taken by RES pursuant to this Section.

5. **Closing, Passage of Title; Risk of Loss; Transfer of Certificate; Failure to Close.** Each Consignor irrevocably authorizes and directs RES to provide the Consignor's contact information, including name, telephone number and email address, to the purchaser of any horse sold at the Sale by such Consignor and each purchaser irrevocably authorizes and directs RES to provide the such purchaser's contact information, including name, telephone number and email address, to the

Consignor of such horse. RES shall notify each applicable Consignor and purchaser upon RES's receipt of the purchase price for each horse sold by such Consignor and purchased by such purchaser at the Sale. Such notice shall contain confirmation that RES has received the purchase price for such horse and the contact information for each of the Consignor and such purchaser. Upon receipt of such notification, Consignor and such purchaser shall communicate directly with each other to coordinate purchaser's collection of the Horse from Consignor at such time and on such terms as are acceptable to Consignor and purchaser. Any transportation of the horse from Consignor to purchaser shall be the sole responsibility of purchaser and shall be at such purchaser's expense. Consignor shall be responsible for the care, custody, control and security for the horse until the Closing (as defined herein). RES is not responsible for the care, custody, control or security of the horse and RES is acting simply as agent with respect to the sale of the horse at the Sale.

(a) **Closing**. The closing of the purchase and sale of the horse (the "Closing") will take place upon the earlier of: (i) the date purchaser collects the horse from Consignor, or (ii) seven (7) days following the date RES receives the purchase price from purchaser and notifies Consignor and purchaser of such receipt. Notwithstanding anything contained in these Terms and Conditions to the contrary, purchaser shall have no right to possession of the horse and title and risk of loss will not pass to purchaser until purchaser has delivered the purchase price to RES in accordance with these Terms and Conditions. At Closing, the horse shall be alive and insurable for all risks mortality insurance at standard rates with an insurer with an A.M. Best rating of a or higher. In the event the horse is not so alive and insurable as described above at Closing, or in the event any information posted by Consignor to the Site with respect to the horse shall be materially inaccurate, the purchaser may elect to void the sale. In such event, and only in such event, purchaser shall not be obligated to proceed with Closing, the sale of the horse shall be voided and of no further force and effect and upon executing and delivering a release acceptable to RES, the Deposit shall be returned to purchaser by RES. **PURCHASER ACKNOWLEDGES AND AGREES THAT CLOSING WILL PROCEED FOR ALL OTHER REASONS EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5.** At the Closing, Consignor shall cause the horse to be released to Purchaser, Consignor shall deliver or cause to be delivered the American Saddlebred Horse and Breeders Association, Inc. ("ASHBA"), or any other applicable breed registry organization, Registration Certificate (the "Certificate") of the horse as set forth below and RES shall deliver the purchase price, less any fees, expenses and commissions due and owing RES under these Terms and Conditions. Purchaser and Consignor acknowledge and agree that, unless purchaser and Consignor expressly agree otherwise and provide sufficient documentation satisfactory to RES to the contrary, the Closing shall be deemed to occur in the state and local municipality where the horse is located at the time of Sale and not at the location of purchaser.

(b) **Passage of Title; Risk of Loss**. Title to and all risk of loss with respect to the horse will pass from Consignor to purchaser at Closing.

(c) **Transfer of Certificate**. At Closing, Consignor shall deliver the Certificate to purchaser with a clear title of ownership, duly executed by Consignor in such form and substance to cause the Certificate to be transferred to purchaser on the records of ASHBA. In the event Consignor fails to deliver the Certificate with a clear title of ownership in such a manner to cause the Certificate to be transferred to purchaser on the records of ASHBA, RES may, in its sole discretion, void the sale of the Horse. RES may withhold settlement to Consignor for all sales if Consignor fails to so deliver the Certificate until the Certificate is delivered to the satisfaction of RES in its sole discretion and the ASHBA or any other applicable breed registry organization effectuates the transfer of the Certificate from the Consignor to purchaser. The signature of every owner of

the horse is REQUIRED on the Certificate and shall be in accordance with ASHBA Transfer of Ownership Rules. If the horse is jointly registered (e.g., "Mr. AND Mrs. Smith"), the signatures of BOTH owners (or their authorized agent(s) on file with ASHBA) are required. If jointly registered as "Mr. and/or Mrs. Smith" or "Mr. or Mrs. Smith," then the signature of ONLY ONE of the owners (or owner's authorized agent(s) on file with ASHBA) is required for transfer to a third party. However, if the transfer is to one of the joint owners, then the signature of both owners (or their authorized agent(s) on file with ASHBA) is required. If the horse is not yet registered, transfer endorsement completed in the handwriting of the Consignor (or the Consignor's authorized agent(s) on file with ASHBA) is to be made on the Unregistered Foal Transfer Report on the Application for Registration form. If the Unregistered Foal Transfer Report is completed in the calendar year of the horse's birth, there is no charge for transfers made prior to the registration of the horse. If, however, the Unregistered Foal Transfer Report is not completed and filed with ASHBA until after the end of the calendar year in which the horse was born, a chain of ownership must be completed under ASHBA's regular transfer process with applicable fees paid. Purchaser shall be responsible for paying any and all transfer fees required by the ASHBA to transfer the Certificate to purchaser on the records of the ASHBA. Provided, however, if there are any outstanding fees and expenses due and owing ASHBA from Consignor with respect to the horse, such fees and expenses shall be paid by and the responsibility of Consignor.

(d) **Failure to Close due to Default of Purchaser.** In the event purchaser timely pays RES the full amount of the purchase price for the horse in accordance with Section 4(c) of these Terms and Conditions but refuses to collect the horse and consummate the Closing within seven (7) days following the date RES receives the purchase price from purchaser due to default of purchaser, Consignor shall notify RES of Consignor's election to either: (i) terminate its obligations to sell the horse under this Agreement and the Terms and Conditions, or (ii) proceed with Closing. In the event Consignor notifies RES of its intention to terminate Closing, Consignor and purchaser agree to communicate with RES and to work in good faith for a period of ten (10) days to coordinate collecting the horse and proceeding with Closing. In the event they are unable to agree on terms to finalize Closing in such period as a result of purchaser's unwillingness to proceed, Consignor shall be permitted to void the sale of the horse to purchaser. In such event, each party shall execute and deliver a release authorizing and directing RES to return the purchase price (less the Deposit and any fees, expenses and commissions due and owing RES) to purchaser, authorizing and directing RES to deliver the Deposit to Consignor as liquidated damages and voiding the sale of the horse. In such event, Consignor and purchaser shall have no further liabilities or obligations with respect to the purchase and sale of the horse or under these Terms and Conditions. In the event Consignor elects to proceed with Closing, Consignor shall deliver the Certificate to purchaser and the Closing shall be deemed to occur on the date such Certificate is delivered to purchaser. RES shall then be authorized and directed to release the purchase price (less any fees, expenses and commissions due and owing RES) to Consignor. In such event, if the horse remains located with Consignor following Closing, Consignor shall board such horse on behalf of purchaser and shall be entitled to charge purchaser Consignor's normal and customary charges for board, and if applicable training for horses of such type and Consignor shall have a security interest on such horse for the payment of any such reasonable charges. In the event Closing is terminated due to the default of purchaser and the election of Consignor to terminate the Closing, the entry fee paid by Consignor and the commissions due and owing RES shall be retained by RES prior to returning the purchase price to purchaser and delivering the Deposit to Consignor and each of Consignor and purchaser agrees to such retention as liquidated damages to RES.

(e) **Failure to Close due to Default of Consignor.** In the event purchaser timely pays RES the full amount of the purchase price for the horse in accordance with Section 4(c) of these Terms and Conditions but Closing fails to occur within seven (7) days following the date RES receives the purchase price from purchaser due to default of Consignor or failure of Consignor to timely deliver the

Certificate in accordance with these Terms and Conditions, purchaser shall notify RES of purchaser's election to either: (i) terminate its obligations to purchase the horse under these Terms and Conditions, or (ii) proceed with Closing. In the event purchaser notifies RES of its intention to terminate Closing, Consignor and purchaser agree to communicate with RES and to work in good faith for a period of ten (10) days to coordinate delivering the Certificate and proceeding with Closing. In the event they are unable to agree on terms to finalize Closing in such period as a result of Consignor's unwillingness to proceed, purchaser shall be permitted to void the purchase of the horse from Consignor. In such event, purchaser and Consignor shall execute a release in form and substance satisfactory to RES authorizing RES to return the purchase price (less any fees, expenses and commissions due and owing RES) to purchaser and voiding the sale of the horse. In the event purchaser elects to proceed with Closing, Consignor shall be deemed a Defaulter (as defined below) and purchaser shall be entitled to such legal and equitable remedies as are available to purchaser under these Terms and Conditions and applicable law, all of which shall be cumulative except as otherwise expressly limited by these Terms and Conditions. In the event Closing is terminated due to the default of Consignor and the election of purchaser to terminate the Closing, RES shall return the full amount of the purchase price to purchaser and Consignor shall promptly pay any and all commissions due and owing RES to RES as liquidated damages to RES.

(f) **Closing Dispute.** In the event of any dispute between Consignor and purchaser that RES reasonably believes will not or is not capable of being resolved pursuant to the provisions of these Terms and Conditions, RES may tender the purchase price (less any fees, expenses and commissions due and owing RES under these Terms and Conditions) into the registry or custody of any court of competent jurisdiction in an interpleader or similar action and thereupon to be discharged from all further duties and liabilities under this Agreement.

6. **Default.** In the event any buyer fails or refuses timely to pay the Deposit or to timely pay the balance of the full purchase price of any horse purchased by such buyer in accordance with these Terms and Conditions, fails to Close due to default by purchaser or in the event any such buyer makes payment by any negotiable instrument that is dishonored, cancelled, stopped or returned to RES marked insufficient funds or the like, or in the event Consignor fails to Close due to default by Consignor, such person shall automatically be in default of this Agreement ("Default") and shall immediately become a defaulter (a "Defaulter"). In order to secure payment and performance of Consignor and purchaser hereunder and any other obligations of such party to RES, each Consignor and purchaser hereby grants to RES, its successors and assigns, both in RES's own capacity and as agent for any other party hereunder, a security interest in and to the horse purchased by such purchaser and sold by such Consignor, all registration certificates and other evidences of ownership of such horse or interests therein of such purchaser or Consignor; all products, progeny, additions, replacements and substitutions to the foregoing; and all accounts, accounts receivable, chattel paper, general intangibles, rights to payment and monies due or to become due, breeders awards, showing income, purses, prizes, stud fees, insurance proceeds, sales proceeds and other income and all proceeds arising out of or in any way related to the foregoing whether now owned or hereafter acquired (collectively, the "Collateral"). Each Consignor and purchaser hereby authorizes RES to file any financing statements in such locations and on such terms as RES may deem necessary or appropriate in its discretion and to take such other actions as RES may deem necessary or appropriate to perfect RES's security interest in the Collateral. Upon the occurrence of any Default, RES shall have all rights and remedies in and against the Collateral provided under the Uniform Commercial Code of Kentucky (and all such other states

where any part of the Collateral may be located if applicable) and other applicable law, and all rights provided herein, and in all other instruments securing the payment obligations of Defaulter, all of which rights and remedies shall to the full extent permitted by law be cumulative. RES shall notify Consignor and the purchaser of the horse as soon as practical following Default. RES may, in its sole discretion, void the sale to or from the Defaulter. Defaulter shall be responsible for and shall pay RES any amount owing, including any late charges, fees, costs of litigation and sale, expenses, including attorneys fees and any other damages available to RES. RES shall have the right but not the obligation to bring suit against any Defaulter and to repossess the horse purchased or sold by the Defaulter giving rise to the Default and its registration papers. In the event RES elects not to bring suit against a purchaser who is a Defaulter or against a Consignor who is a Defaulter, provided such default adversely affects the rights of the purchaser or Consignor as applicable, then such purchaser or Consignor as applicable shall have the rights to bring suit against the other to enforce the terms and conditions of these Terms and Conditions. Defaulter shall be liable for a delinquency or late charge at the rate of 1.5% per month on any unpaid amounts owed to RES or any party to the transaction by Defaulter until paid in full. Each of Consignor and purchaser acknowledges and agrees that any deficiency from any such sale on Defaulter's account that exists shall be borne by such Consignor or purchaser as applicable and RES shall have no obligation to satisfy any such deficiency. Each of Consignor and purchaser agrees to release, defend, indemnify and hold harmless the RES Parties from any Losses incurred by Consignor or purchaser or any third party resulting from any action taken or not taken by RES pursuant to this Section.

7. **Coggins; Health Certificates; Broodmares.** All horses offered for sale in this Sale will be delivered with valid health certificates and current negative Coggins Tests. Any broodmares offered for sale in this Sale as "pregnant" or "in foal" shall be sold with a veterinarian certificate verifying pregnancy within fourteen (14) days of the Sale. Consignor makes no further guarantee of pregnancy. Within twenty four (24) hours from the conclusion of the Sale, the buyer of such broodmare may have his own veterinarian examine the broodmare to determine if she is then currently in foal. Without this examination, the mare will be assumed to be in foal. Time is of the essence. Failure to strictly comply with the notice requirements set forth in this Section shall disallow the protection of the applicable warranty in favor of buyer. If the veterinarian finds the broodmare not to be pregnant within twenty four (24) hours of the conclusion of the Sale, buyer may notify RES in writing of such report and request that the broodmare be returned to the Consignor. Following receipt of notice, the Consignor may elect to accept return of the broodmare and void the sale, or may cause Consignor's own veterinarian to examine the broodmare. In the event Consignor's veterinarian fails to examine the broodmare within twelve (12) hours following receipt of notice of buyer's request of return, Consignor shall waive such right and shall be deemed to have accepted return of the broodmare and voided the sale. In the event Consignor's veterinarian and buyer's veterinarian disagree as to the pregnancy, RES shall appoint a third veterinarian to examine the broodmare. The opinion of the third veterinarian shall be binding on all parties. In the event the third veterinarian finds the broodmare to be pregnant, the buyer shall be required to complete the purchase and pay the fees charged by the third veterinarian. In the event the third veterinarian finds the broodmare to not be pregnant, the broodmare shall be returned to Consignor as unsold and buyer shall have no further obligation to pay the purchase price and Consignor shall be obligated to pay the fees charged by the third veterinarian. Consignor and buyer agree to release, defend, indemnify and hold harmless the RES Parties from any Losses incurred by

Consignor, buyer or any third party resulting from any action taken or not taken by RES pursuant to this Section.

8. **Registration Certificates.** The Certificates of all horses listed in the Sale catalog as registered must be furnished by the Consignor with a clear title of ownership (all transfers up to date) at the Closing. If for any reason the Certificate of any horse listed in the Sale catalog as registered cannot be or is not furnished by the Consignor, it is the sole and absolute responsibility of the Consignor to request RES to Announce that the Certificate will not be furnished to the buyer. RES will withhold settlement for all sales until Certificates have been delivered, unless the buyer agrees in writing to accept the horse without its Certificate. The Consignor must also furnish all documents needed in order for buyer to register foals by side or foals in utero. In order to secure payment of the purchase price or sales commission, buyer and Consignor hereby grant RES its successors and assigns a security interest and lien upon the subject horse or horses together with all registration certificates relating thereto. Consignor and buyer agree to release, defend, indemnify and hold harmless the RES Parties from any Losses incurred by Consignor, buyer or any third party resulting from any action taken or not taken by RES pursuant to this Section.

9. **Agents.** Persons acting as agents for principals must deliver to RES authorized agent forms in form and substance satisfactory to RES in its sole discretion from the principals stating that the agent is acting on their behalf and that said principal will be responsible for agent sales or purchases. Failure to strictly comply with this Section will result in the agent being deemed to be a co-obligor with the principal with respect to all matters in connection with or arising out of the Sale and impose joint and several personal liability upon such agent for any breach of contract. In the event an authorization of agent form is later shown to be invalid, the delivery and acceptance of such invalid form shall in no way relieve such agent of personal liability with respect to matters arising out of the Sale.

10. **Disclaimer of Implied Duties.** RES shall endeavor to protect the interests of both Consignor and buyer, but the duties and obligations of RES to such persons shall be strictly limited to those expressly imposed upon RES by these Terms and Conditions of Sale. **All other duties and obligations, including fiduciary and other duties which might otherwise be imposed upon RES by operation of law, are hereby expressly disclaimed, except that RES shall be required to exercise that standard of care generally exercised by other comparable horse auction companies.**

11. **No Waiver or Course of Dealing.** In the event RES elects to take or withhold from taking any action pursuant to these Terms and Conditions or otherwise, such election shall not constitute a waiver, nor establish a custom or course of dealing and shall not abrogate RES's right to take or elect not to take such action in any other circumstance with any other party or with the party involved for any reason.

12. **Limitation of Actions.** Any cause of action arising out of the purchase and sale of any horse, or interest therein at this Sale, or relating to these Terms and Conditions or any action taking place at or in connection with the Sale, whether it is based in contract or tort, shall be commenced in not more than one year after the date of the Sale. Provided, however, this limitation of action shall not apply to an action for the recovery from the buyer of the purchase price, plus interest and expenses, including repossession of any horses purchased at this Sale.

13. **Governing Laws; Venue and Jurisdiction; Waiver of Jury Trial.** These Terms and Conditions and any and all other documents or instruments referred to herein shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without giving rise to any choice of laws principals. Jurisdiction and venue for any action brought hereunder shall be in the Shelby Circuit Court, Shelbyville, Kentucky or in the United States District Court for the Western District of Kentucky. All parties acknowledge they are doing business in Shelby County, Kentucky, consent to the venue and jurisdiction of such courts and agree to be subject to service of process through the Secretary of State of the Commonwealth of Kentucky. The Consignor, buyer and RES and their respective agents, voluntarily and intentionally waive any right that they may have to a trial by jury in respect to any litigation arising from or connected with this Sale.

14. **Right Of Exclusion/Bid Refusal.** RES specifically reserves its common law right to exclude any persons whomsoever from the Site. Notwithstanding any contrary provision(s) of these Terms and Conditions, if any, RES further reserves the right to refuse to accept and/or reject and/or ignore any bid(s) from any persons(s) whomsoever, even if payment is tendered or believed to be forthcoming. Provided, however, such exclusion and such refusal to bid(s) shall not be made on the basis of race, creed, color, national origin, sex, political affiliation or beliefs.

15. **Entire Agreement.** These Terms and Conditions, the Site Terms of Use, the Privacy Policy, the Consignors Contract and the documents and instruments referred to therein and herein constitute the entire agreement between the Consignor, buyer, RES and any and all other interested parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and/or oral, among such parties. All of the terms of these Terms and Conditions shall be binding upon the respective successors, heirs, legal representatives and assigns of the Consignor, buyer, RES and all interested parties and shall inure to the benefit of and be enforceable by the parties and their respective heirs, successors, legal representatives and assigns. The invalidity or unenforceability of any provision of these Terms and Conditions shall not effect the validity or enforceability of the remainder of these Terms and Conditions as a whole or any other provision herein. All buyers, Consignors, and all other interested parties agree that such parties will take or cause to be taken such further actions, and will execute, deliver and file, or cause to be executed, delivered and filed, such further documents, instruments and consents, as may be necessary or as may be reasonably requested by RES in order to effectuate fully the purposes, terms and conditions of these Terms and Conditions, the Site Terms of Use, the Privacy Policy, the Consignors Contract and the documents and instruments referred to therein and herein, whether before, at or after the date hereof.

IMPORTANT NOTICE: SALES TAX

Each horse offered for sale in this catalog is subject to sales tax. Sales tax on each horse sold at the Sale shall be calculated based on the laws of the state where the horse is located at the time of Sale or such other state deemed necessary or appropriate by RES. All applicable sales tax must be paid by the buyer in addition to the purchase price, unless the sale of such horse qualifies for exemption under the rules and regulations of the state where the horse is located at the time of Sale, and the buyer or seller furnishes RES certificates or other documentary proof of exemption in the form and substance satisfactory to RES or unless buyer and Consignor agree that the Closing will take place at a different location or in

interstate commerce, in which case purchaser and Consignor shall deliver to RES such documents, certificates and other information as may be requested by RES in form and substance satisfactory to RES. RES shall collect and remit any such sales tax to the state taxing authority where the horse is located at the time of Sale or such other state deemed necessary or appropriate by RES. The ultimate responsibility for any and all applicable sales tax shall be borne by Consignor and Consignor agrees to release, defend, indemnify and hold harmless the RES Parties from any Losses incurred by Consignor or RES Parties resulting from any and all sales tax liability due and owing on the sale of any applicable action taken or not taken by RES pursuant to this Section.

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CONSIGNOR CONTRACT

Last Modified: January 17, 2022

For good and valuable consideration, including the entry of the horse listed on the Entry Form (the "Horse") in the Robertson Equine Sales, LLC ("RES") auction described on the Entry Form (the "Sale"), the owner of the Horse as more fully described on the Entry Form (the "Consignor") hereby agrees to be bound by the following terms and conditions:

1. Consignor hereby enters the Horse for auction at the Sale. The Horse shall be sold at the Sale in accordance with the Terms and Conditions of Sale of RES then in effect (the "Terms and Conditions") at the direction of RES in accordance with the laws of the Commonwealth of Kentucky. Consignor agrees to take such further actions at Consignor's expense as may be reasonably requested by RES to effectuate the sale of the Horse at the Sale. Subject to any reserves established by Consignor in accordance with the Terms and Conditions, Consignor irrevocably agrees to sell the Horse to the highest bidder for the Horse at the Sale (the "Purchaser") for the amount of such high bid (the "Purchase Price"). Consignor shall be responsible for the care, custody, control and security for the Horse until the Closing (as defined in the Terms and Conditions). RES is not responsible for the care, custody, control or security of the Horse.
2. Consignor hereby warrants that title to and ownership of the Horse (including foals and foals in utero) and all other information regarding the Horse that is set forth herein regarding pedigrees, identity, engagements and otherwise is accurate and as specified herein and that all title to, interest in and possession of the Horse will remain with Consignor until the Closing. Consignor is solely responsible for all information provided in the Entry Form and otherwise provided to RES at any time. Consignor represents and warrants that the Horse is not, at the time of Sale and Closing will not be, suffering from any contagious or infectious disease or that the Horse is not, at the time of Sale and Closing will not be, unsafe or vicious. Consignor represents and warrants that the title of the Horse (including foals and in utero foals) is, at the time of Sale and Closing will be, free from any liens, mortgages, claims or encumbrances of any kind. In the event any liens are attached to the Horse, RES may, in its sole

discretion, refuse to allow the Horse to be sold. In the event the Horse is sold at the Sale and RES is subsequently notified of any liens or claims against the Horse, RES may withhold payment of any sales proceeds pending a settlement or final resolution among all parties thereto. Consignor appoints RES to act as Consignor's agent in this Sale with full authority to transfer title, to receive the net proceeds of such sale for Consignor's account and to distribute such proceeds less fees, expenses and commissions of RES to Consignor and such other parties as RES reasonably believes to have an interest in such proceeds and in such priority as RES reasonably believes appropriate.

3. At Closing, Consignor shall deliver to Purchaser the American Saddlebred Horse and Breeders Association, Inc. ("ASHBA"), or any other applicable breed registry organization, Registration Certificate (the "Certificate") of the Horse with a clear title of ownership, duly executed by Consignor in such form and substance to cause the Certificate to be transferred to Purchaser. In the event Consignor fails to deliver the Certificate with a clear title of ownership along with the delivery of this Entry Form, RES may, in its sole discretion, void the sale of the Horse. RES may withhold settlement to Consignor for all sales if Consignor fails to so deliver the Certificate until the Certificate is delivered to the satisfaction of RES in its sole discretion and the ASHBA or any other applicable breed registry organization effectuates the transfer of the Certificate from the Consignor to Purchaser. The signature of every owner of the Horse is REQUIRED on the Certificate and shall be in accordance with ASHBA Transfer of Ownership Rules. If the Horse is jointly registered (e.g., "Mr. AND Mrs. Smith"), the signatures of BOTH owners (or their authorized agent(s) on file with ASHBA) are required. If jointly registered as "Mr. and/or Mrs. Smith" or "Mr. or Mrs. Smith," then the signature of ONLY ONE of the owners (or owner's authorized agent(s) on file with ASHBA) is required for transfer to a third party. However, if the transfer is to one of the joint owners, then the signature of both owners (or their authorized agent(s) on file with ASHBA) is required. If the Horse is not yet registered, transfer endorsement completed in the handwriting of the Consignor (or the Consignor's authorized agent(s) on file with ASHBA) is to be made on the Unregistered Foal Transfer Report on the Application for Registration form. If the Unregistered Foal Transfer Report is completed in the calendar year of the Horse's birth, there is no charge for transfers made prior to the registration of the Horse. If, however, the Unregistered Foal Transfer Report is not completed and filed with ASHBA until after the end of the calendar year in which the Horse was born, a chain of ownership must be completed under ASHBA's regular transfer process with applicable fees paid.
4. Consignor agrees to pay RES when due entry fees and commissions pursuant to the following **Terms of Payment**:
 - i. At the time of entry a non-refundable entry fee equal to \$300 (the "Entry Fee"). The Entry Fee shall be non-refundable and shall be deemed fully earned at the time of entry, regardless of whether the Horse is sold or withdrawn or whether the Sale is cancelled, moved, relocated or otherwise modified.
 - ii. If the Horse is sold for \$2,000 or more, a commission equal to five percent (5%) of the highest bid of the Horse.
 - iii. If the Horse is withdrawn from the Sale due to a private sale in which the Horse is sold for more than \$2,000, a commission equal to five percent (5%) of the sale price of the Horse;

In the event of Consignor fails to pay any of the above amounts when due, Consignor shall pay a late fee equal to the greater of Fifty Dollars or five percent (5%) of the outstanding balance and interest in an amount of 1.5% per month on any outstanding balance until paid in full. Consignor hereby grants RES a security interest on the Horse and on all proceeds of any horse sold at the Sale for Consignor's account for any unpaid fees or commissions and may offset any amounts owed Consignor by RES to satisfy any obligations due and owing to RES by Consignor. Consignor will be responsible for all costs relating to professional collection, including, without limitation, collection fees, attorney fees, interest, and court costs. Consignor shall be charged a service fee of \$50 on any returned check.

5. The Horse may be withdrawn from the Sale for veterinary reasons if: (i) Consignor notifies RES up to one (1) hour prior to the beginning of the Sale if the Horse develops a serious injury or serious disease (contagious or otherwise) that would prevent the Horse from being sold; (ii) Consignor requests in writing that the Horse be withdrawn from the Sale; and (iii) Consignor, as soon as practical and in no case later than one (1) hour prior to the beginning of the Sale, provides a certificate of a licensed veterinarian which (a) states the date the Horse was first examined for the condition, (b) specifically identifies the condition of the Horse, and (c) states an opinion to a reasonable degree of scientific and medical certainty that the Horse is suffering from serious injury or serious disease which renders the Horse unfit for transportation and sale at the Sale.
6. RES reserves the right to refuse the entry of the Horse and to withdraw the Horse or any other horse from the Sale or any other sale at any time in the event RES, in its sole discretion, determines: (i) the Horse is unfit for sale for any reason, (ii) in poor physical or veterinary health, (iii) is vicious, (iv) is contagious or carrying infectious disease, or (v) RES believes or has reason to believe the ASR (or the appropriate breed registry organization responsible for effectuating the transfer of the Certificate) will not cause the Certificate to be transferred to the purchaser for any reason.
7. Consignor may deliver images, videos or other media (collectively, the "Media") with respect to the Horse to RES to post such Media on the Site for purposes of promoting the Horse. Consignor represents and warrants that any such Media accurately reflects the Horse and its abilities and does not misrepresent the Horse or its abilities. In addition, Consignor represents and warrants to RES that any such Media complies in all respects with the Site Terms of Use and Privacy Policy (as defined in the Terms and Conditions) and Consignor owns or controls all rights in and to the Media and has the right to post the Media to RES in accordance with the Site Terms of Use and Privacy Policy. Consignor agrees to deliver such additional information as may be required by RES for the sale of the Horse at the Sale. In the event an agent is executing this Entry Form on behalf of the owner(s) of the Horse, agent agrees to deliver an authorization of agent form to RES in form and substance satisfactory to RES prior to the Sale. RES disclaims responsibility for any errors and/or omissions by Consignor or his agents and errors and/or omissions in catalog or on the web site accessible at www.RobertsonEquineOnlineSales.com.
8. RES reserves the right to decline any bid by any party RES believes to be intoxicated or disorderly, or by those who have defaulted on former purchases, or by any person who, in its judgment, is not a reliable or responsible party. In the event the successful bidder of the Horse fails to timely pay for and receive the Horse in accordance with the Terms and Conditions of Sale, RES may, in its sole discretion, accept the same amount from another person or accept the next highest bid, or RES may,

in its discretion, re-offer the Horse for sale for Consignor's account and RES shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. If the acceptance of a lesser bid or resale of the Horse is impossible or impractical, in RES's sole discretion, Consignor agrees the Horse may be returned to Consignor as unsold. Consignor agrees that RES shall not be liable for any deficit and therefore RES reserves the right not to pay Consignor in the event a purchaser defaults, and this includes any default through the stoppage of payment of check, draft or credit card payment, or any action of that nature which includes cases when the Horse has been removed from Consignor by the Purchaser and payment of check is stopped or is returned marked insufficient funds, or no account, and the like. In the event that there is a default in payment by Purchaser, it will be the responsibility of the Consignor to reclaim/repossess the Horse and RES will not be liable for any expenses or have any responsibility related to repossession.

9. The right to bid is reserved for all sellers in the Sale unless otherwise announced at the time of sale. In the event Consignor desires to make any announcements or set a reserve price for the Horse, Consignor shall notify RES in writing not less than one (1) hour before the beginning of the Sale. Oral reserves shall not be accepted. RES is absolved from liability if these procedures are not strictly followed. All sales are final at the conclusion of the Sale unless the reserve bid has not been attained. Consignor may not "No Sale" the Horse after the last bid is made by a bona fide purchaser. Consignor is responsible for the accuracy of any announcements and for notifying RES of any reserve bids and holds RES harmless for any errors or omissions in making or failing to make any such announcements or if a mistake is inadvertently made in selling the Horse.
10. A Coggins (Equine Infectious Anemia) Test taken within twelve (12) months prior to Sale is required prior to transportation of the Horse from Consignor to Purchaser at Closing. A health certificate is also required, stating that examination was made within the thirty (30) days prior to Closing and revealed the Horse to be free from symptoms of any infectious disease or exposure thereto, and it shall include any tests that have been conducted as well as all vaccinations including vaccination date and type of vaccine used.
11. All broodmares offered as being in foal must be accompanied by a certificate signed by a certified veterinarian, dated within ten (10) days prior to the Sale, stating the mare is in foal. Should this certificate not be delivered to RES at least one (1) hour prior to the beginning of the Sale, RES may in its discretion elect to withdraw the Horse from the Sale. In order to sell a broodmare and its current foal as separate lots, the foal must be weaned prior to the Sale. If foal is not weaned, and although cataloged separately, RES will sell mare and foal as one lot.
12. The sale will be held online at www.RobertsonEquineOnline.com (the "Site") All Consignors, buyers, and agents agree to abide by the rules and regulations set forth by the Site.
13. If an agent is executing this Entry Form as agent for the owner(s) of the Horse, both agent and owner(s) shall be jointly and severally liable to RES for all such obligations arising hereunder.
14. In the event RES elects to take or withhold from taking any action pursuant to this Entry Form or otherwise, such election shall not constitute a waiver, nor establish a custom and shall not abrogate RES's right to take or elect not to take such action in any other circumstance with any other party or with the party involved for any reason.

15. Consignor agrees to defend any claim or suit at law or equity brought by a purchaser or any other party against RES on account of the Horse, any items or matters incidentally related to the Horse or any other animal and to indemnify and hold RES, its principals, owners, managers, members, employees, agents and representatives harmless from any and all costs, claims, losses, damages and expenses, including reasonable attorneys' fees, incurred because of: (i) any question of title, pedigree, physical condition, health, identity, engagements, the Certificate, any information contained in the catalogue or on the website www.robertsonequinesales.com, (ii) the breach of any representation or warranty of Consignor hereunder, (iii) the conduct of the Sale by RES, (iv) the use of the Site, (v) the resolution of disputes relating to the condition of the Horse, (vi) payment of the purchase price, (vii) any errors or omissions in the sale of the Horse or resulting from any claims against the Horse or proceeds from the sale of the Horse, (viii) the settlement of Consignor's account and distribution of proceeds to Consignor or other parties, or (ix) any other action taken by RES in either implementing or upholding either the Terms and Conditions of Sale or this Entry Form.

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WEBSITE TERMS OF USE

Last Modified: January 17, 2022

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Robertson Equine Sales, LLC, a Kentucky limited liability company ("**Company**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of www.robertsonequinesales.com, including any content, functionality, and services offered on or through www.RobertsonEquineOnline.com (the "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at [Privacy Policy](#), incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who 18 years of age or older, and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

Making all arrangements necessary for you to have access to the Website.

Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

You may store files that are automatically cached by your Web browser for display enhancement purposes.

You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

If we provide [social media features](#) with certain content, you may take such actions as are enabled by such features.

You must not:

Modify copies of any materials from this site.

Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: Legal@RobertsonEquineSales.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use

such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.

To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.

To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

Use any device, software, or routine that interferes with the proper working of the Website.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.

All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.

Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).

Be likely to deceive any person.

Promote any illegal activity, or advocate, promote, or assist any unlawful act.

Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of horses, goods, services or information formed through the Website, or resulting from visits made by you, are governed by our [Terms of Sale](#), which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services, or features of the Website. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

Link from your own or certain third-party websites to certain content on this Website.

Send emails or other communications with certain content, or links to certain content, on this Website.

Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

Establish a link from any website that is not owned by you.

Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.

Link to any part of the Website other than the homepage.

Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the Commonwealth of Kentucky in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED

THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Kentucky, in each case located in the City of Shelbyville and County of Shelby, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Kentucky law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, and Terms of Sale constitute the sole and entire agreement between you and Robertson Equine Sales, LLC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This website is operated by Robertson Equine Sales, LLC, P. O. Box 616, Simpsonville, KY 40067.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: Helen@RobertsonEquineSales.com

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WEBSITE PRIVACY POLICY

Last Modified: January 1, 2022

Introduction

Robertson Equine Sales, LLC, a Kentucky limited liability company ("**Company**" or "**We**") respect your privacy and are committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit the website www.robertsonequinesales.com (our "**Website**") and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website.
- In email, text, and other electronic messages between you and this Website.
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or
- Any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Website]

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy. This policy may change from time to time (see [Changes to Our Privacy Policy](#)). Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 16

Our Website is not intended for children under 16 years of age. No one under age 16 may provide any personal information to or on the Website. We do not knowingly collect personal information from children under 16. If you are under 16, do not use or provide any information on this Website or through any of its features, register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at legal@RobertsonEquineSales.com.

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please see [Your California Privacy Rights](#) for more information.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number and any other identifier by which you may be contacted online or offline ("**personal information**");
- That is about you but individually does not identify you; and/or
- About your internet connection, the equipment you use to access our Website, and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.
- From third parties, for example, our business partners.

Information You Provide to Us

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website. This includes information provided at the time of registering to use our Website, subscribing to our

service, posting material, or requesting further services. We may also ask you for information when you enter a contest or promotion sponsored by us, and when you report a problem with our Website.

- Records and copies of your correspondence (including email addresses), if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Details of transactions you carry out through our Website and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Website.
- Your search queries on the Website.

You also may provide information to be published or displayed (hereinafter, "**posted**") on public areas of the Website, or transmitted to other users of the Website or third parties (collectively, "**User Contributions**"). Your User Contributions are posted on and transmitted to others at your own risk. Although we may limit access to certain pages, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Website with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically may include personal information, or we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- **Flash Cookies.** Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, see [Choices About How We Use and Disclose Your Information](#).
- **Web Beacons.** Pages of our the Website and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see [Choices About How We Use and Disclose Your Information](#).

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your [account/subscription], including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.

- To notify you about changes to our Website or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Website.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. If you do not want us to use your information in this way, please adjust your user preferences in your account profile. For more information, see [Choices About How We Use and Disclose Your Information](#).

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.]

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business[and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which we disclose it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Robertson Equine Sales, LLC's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Robertson Equine Sales, LLC about our Website users is among the assets transferred.
- To third parties to market their products or services to you if you have not opted out of these disclosures. For more information, see [Choices About How We Use and Disclose Your Information](#).
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.

- To enforce or apply our [terms of use](#) or [terms of sale](#) and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Robertson Equine Sales, LLC, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Disclosure of Your Information for Third-Party Advertising.** If you do not want us to share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by sending us an email with your request to legal@RobertsonEquineSales.com.
- **Promotional Offers from the Company.** If you do not wish to have your contact information used by the Company to promote our own or third parties' products or services, you can opt-out by sending us an email stating your request to legal@RobertsonEquineSales.com. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by sending us an email stating your request to legal@RobertsonEquineSales.com.

We do not control third parties' collection or use of your information to serve interest-based advertising. However these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's [website](#).

California residents may have additional personal information rights and choices. Please see [\[Your California Privacy Rights\]](#) for more information.

Nevada residents who wish to exercise their sale opt-out rights under Nevada Revised Statutes Chapter 603A may submit a request to this designated address: legal@RobertsonEquineSales.com. However, please know we do not currently sell data triggering that statute's opt-out requirements.

Accessing and Correcting Your Information

You can review and change your personal information by logging into the Website and visiting your account profile page.

You may also send us an email at legal@RobertsonEquineSales.com to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Website, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Website users. Proper access and use of information provided on the Website, including User Contributions, is governed by our [terms of use](#).

California residents may have additional personal information rights and choices. Please see [\[Your California Privacy Rights\]](#) for more information.

Your California Privacy Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit our [California privacy policy](#).

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. [All information you provide to us is stored on our secure servers behind firewalls. Any payment transactions will be encrypted [using SSL technology].]

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Website like message boards. The information you share in public areas may be viewed by any user of the Website.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page with a notice that the privacy policy has been updated on the Website home page. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account or through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we

have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at:

legal@RobertsonEquineSales.com

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PRIVACY POLICY FOR CALIFORNIA RESIDENTS

Effective Date: January 9, 2022

Last Updated on: January 1, 2022

This **Privacy Policy for California Residents** supplements the information contained in Robertson Equine Sales, LLC's [Privacy Policy](#) and applies solely to all visitors, users, and others who reside in the State of California ("**consumers**" or "**you**"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this Policy.

Where noted in this Policy, the CCPA temporarily exempts personal information reflecting a written or verbal business-to-business communication ("**B2B personal information**") from some its requirements.

Information We Collect

We collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device ("**personal information**"). Personal information does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA), clinical trial data, or other qualifying research data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address,	YES

	email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	NO
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	NO
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO

J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	[YES/NO]

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from forms you complete or products and services you purchase.
- Indirectly from you. For example, from observing your actions on our Website.

Use of Personal Information

We may use, sell, or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to request a price quote or ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product orders or process returns.
- To provide, support, personalize, and develop our Website, products, and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your Website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, third-party sites, and via email or text message (with your consent, where required by law).

- To help maintain the safety, security, and integrity of our Website, products and services, databases and other technology assets, and business.
- For testing, research, analysis, and product development, including to develop and improve our Website, products, and services.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our Website users is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may share your personal information by disclosing it to a third party for a business purpose. We only make these business purpose disclosures under written contracts that describe the purposes, require the recipient to keep the personal information confidential, and prohibit using the disclosed information for any purpose except performing the contract. In the preceding twelve (12) months, Company has disclosed personal information for a business purpose to the categories of third parties indicated in the chart below.

We may also share your personal information by selling it to third parties, subject to your right to opt-out of those sales. Our personal information sales do not include information about individuals we know are under age 16. In the preceding twelve (12) months, Company has sold the following categories of personal information to the categories of third parties indicated in the chart below. For more on your personal information sale rights, see [Personal Information Sales Opt-Out and Opt-In Rights](#).

Personal Information Category	Category of Third-Party Recipients	
	Business Purpose Disclosures	Sales
A: Identifiers.	None	None
B: California Customer Records personal information categories.	None	None

C: Protected classification characteristics under California or federal law.	None	None
D: Commercial information.	None	None
E: Biometric information.	None	None
F: Internet or other similar network activity.	None	None
G: Geolocation data.	None	None
H: Sensory data.	None	None
I: Professional or employment-related information.	None	None
J: Non-public education information.	None	None
K: Inferences drawn from other personal information.	None	None

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Right to Know and Data Portability

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months (the "**right to know**"). Once we receive your request and confirm your identity (see [Exercising Your Rights to Know or Delete](#)), we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.

- The categories of third parties with whom we share that personal information.
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.
- The specific pieces of personal information we collected about you (also called a data portability request).

Right to Delete

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions (the "**right to delete**"). Once we receive your request and confirm your identity (see [Exercising Your Rights to Know or Delete](#)), we will review your request to see if an exception allowing us to retain the information applies. We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *et. seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

We will delete or de-identify personal information not subject to one of these exceptions from our records and will direct our service providers to take similar action.

Exercising Your Rights to Know or Delete

To exercise your rights to know or delete described above, please submit a request by:

- Emailing us at legal@RobertsonEquineSales.com

Only you, or someone legally authorized to act on your behalf, may make a request to know or delete related to your personal information.

You may also make a request to know or delete on behalf of your child by emailing us at legal@RobertsonEquineSales.com

You may only submit a request to know twice within a 12-month period. Your request to know or delete must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

You do not need to create an account with us to submit a request to know or delete. However, we do consider requests made through your password protected account sufficiently verified when the request relates to personal information associated with that specific account.

We will only use personal information provided in the request to verify the requestor's identity or authority to make it.

For instructions on exercising your sale opt-out or opt-in rights, see [Personal Information Sales Opt-Out and Opt-In Rights](#).

Response Timing and Format

We will confirm receipt of your request within ten (10) business days. If you do not receive confirmation within the 10-day timeframe, please contact Helen@RobertsonEquineSales.com.

We endeavor to substantively respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to another 45 days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding our receipt of your request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Personal Information Sales Opt-Out and Opt-In Rights

If you are age 16 or older, you have the right to direct us to not sell your personal information at any time (the "**right to opt-out**"). We do not sell the personal information of consumers we actually know are less than 16 years old. Consumers who opt-in to personal information sales may opt-out of future sales at any time.

To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting the following Internet Web page link:



Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by:

Emailing us at legal@RobertsonEquineSales.com

You do not need to create an account with us to exercise your opt-out rights. We will only use personal information provided in an opt-out request to review and comply with the request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that **can result** in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt-in consent, which you may revoke at any time.

Other California Privacy Rights

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to legal@RobertsonEquineSales.com

Changes to Our Privacy Policy

We reserve the right to amend this privacy policy at our discretion and at any time. When we make changes to this privacy policy, we will post the updated notice on the Website and update the notice's effective date. **Your continued use of our Website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have any questions or comments about this notice, the ways in which Robertson Equine Sales, LLC collects and uses your information described here and in the [Privacy Policy](#), your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Email: legal@RobertsonEquineSales.com

If you need to access this Policy in an alternative format due to having a disability, please contact legal@RobertsonEquineSales.com