THEBLACKBOOK.COM SERVICE TERMS

Welcome – by using our website or related services, you agree to be bound by the following terms and conditions (our "Service Terms" or the "Agreement"). Please read these Service Terms carefully <u>before</u> using this website. Accessing, browsing or using this website is a privilege subject to these Service Terms and indicates your agreement and acceptance of these Service Terms. If you do not accept these Service Terms, do not use this website.

Modifications to Service Terms

Standardbred Horse Sales Company ("Standardbred") reserves the right to modify these Service Terms at any time with or without notice to you. The most current version of the Service Terms may be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of these web pages. Such changes are effective immediately upon posting on this website and you are deemed to receive notice of such revisions at the time of posting, and are bound by any such changes to the Service Terms. Standardbred reserves the right to revoke any or all access and use authorizations granted to you in regard to this website.

Resources

The information contained on this website, including all web page documents, audio and video files, all data and all content is provided for your use conditional upon your acceptance without modification of the Service Terms. This website is owned and operated by Standardbred and its affiliates (referred to herein as "Standardbred, "we," "us," or "our"). Standardbred provides you with access to a variety of resources, including but not limited to catalogs and sales information (collectively, the "Resources").

Intellectual Property

You agree and acknowledge that Standardbred is the owner or licensee of all rights in this website and the materials that appear on this website and that you will not challenge those rights or do anything that might impair or damage those rights. This website is protected by copyright, trademark and other laws of the United States and other countries. Any unauthorized use of any material on this website may violate such laws. The trademarks, logos, and service marks used and displayed on this website (the "Trademarks") are registered and unregistered

trademarks of Standardbred and others. Under no circumstances may you use any of the Trademarks, whether owned by or licensed to us. Nothing on this website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademarks without the written permission of the Trademark owner. If you make any copies of the website, or portions of the website, such copies must include the appropriate copyright, trademark, or other proprietary notices. No links may be established to any part of this website and no information on this website may be framed without our prior written approval. If you believe that any of your work was copied by another, in a way that infringes your copyrights, and is posted on this website, please provide Standardbred with the following information: 1) a description of your work that you believe was infringed; 2) a description of the work believed to be infringing and where it appears on the website; and 3) your contact information - name address, telephone number and email address. This information should be accompanied by a statement that you believe, in good faith, that the infringing use is not authorized, and that, under penalty of perjury, all of the information in this notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. This notice should be signed and provided to Standardbred's designated copyright agent as set forth below:

> Russell C. Williams, Chairman Standardbred Horse Sales Company P.O. Box 339, Route 194 South Hanover, Pa. 17331

Personal Use Only

THEBLACKBOOK.COM is made available for your personal, noncommercial use only. While we encourage you to print information to help you utilize the Resources, unless otherwise specified, no Resources on this website, including but not limited to the content of the catalogs, may be modified, copied, downloaded, transmitted, distributed, performed, reproduced, published, licensed, transferred, sold, used to create works from or used in any other way, except with the prior written permission of Standardbred and with express attribution to Standardbred. You may not alter or attempt to alter any material on this website or the website itself. You also may not, without our prior written permission, "mirror" any material contained on this website. Any unauthorized use of any material contained on this website may violate copyright laws, trademark laws, laws of privacy and publicity, and communication regulations and statutes. You represent that you are at least 14 years of age, and that if you are younger than 14 you will not use this site.

If you want to make commercial use of Standardbred's Web services, you must enter into an agreement with us to do so in advance.

No Unlawful or Prohibited Use

Please feel free to browse this website; however, your access to and use of this website is subject to these Service Terms and all applicable laws. You may not use the website in any manner that could disable, overburden or impair any Standardbred server, or interfere with any other person's use and enjoyment of the website, other accounts, computer systems or networks connected to any Standardbred server to the website, through hacking, password mining or any other means. You may not obtain or attempt to obtain materials or information through any means not intentionally made available through this website. Your rights to use this website may be further limited by federal law or the laws or regulations in your particular state or locality. Standardbred may, in its sole discretion, and at any time, modify or discontinue this website, or limit, terminate your use of the website.

Content and Links

Catalog pages contain information supplied to us by third parties unrelated to and unaffiliated with Standardbred without warranty, and sites linked to from this site are developed by people and organizations over which Standardbred exercises no control. While we make every effort to ensure that information appearing on the catalog pages is accurate, we cannot (and do not) represent or warrant the accuracy of such information.

You acknowledge that the opinions and recommendations expressed or made available on this website are those of the respective author(s) and are not necessarily those of Standardbred or endorsed by Standardbred. This Site contains links to other sites created and maintained by other organizations, which may or may not be related to Standardbred. These links are provided for your convenience and are for reference only and you agree that links do not imply that

Standardbred is affiliated or associated with, or that any linked site is authorized to use any trademark, trade name, logo or copyright of Standardbred. Further, mention of third-party products, companies, individuals, and websites on this site are for informational purposes only and constitute neither an endorsement nor a recommendation. Standardbred provides this information only as a convenience to you, and we make no representation whatsoever regarding the content of any other websites. When you access a non-Standardbred website, please understand that it is independent from Standardbred and that we have no control over the contents of that website. A link to a non-Standardbred website does not mean that Standardbred endorses or accepts any responsibility for the content or use of such website. Standardbred makes no representations regarding the quality, safety or suitability of any products by third-party companies. All third-party products or services must be ordered directly from the vendor and all licenses and warranties, if any, are made between you and the vendor.

No Automated Searching

Use of our website is limited to the search capabilities that we provide. You may not send automated queries of any sort to our website. We would be very interested in your suggestions for new search capabilities at any time.

Information Provided by You

We do not want you to, and you agree through the use of this website that you will not send any confidential or proprietary information belonging to you or any other entity to us unless specifically requested by us. Any material information or idea you transmit to or post on this website by any means will be treated as non-confidential and nonproprietary, and may be disseminated or used by Standardbred or its affiliates for any purpose whatsoever, including, but not limited to, developing and marketing products and/or services.

Any contact or communication which you may make with us or our employees via this website must be for Standardbred business-related purposes and all such communications are property of Standardbred, and subject to review and monitoring by us. You are prohibited from posting or transmitting to this website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law. You understand that information transmitted over public networks may be accessed by third parties and Standardbred will not be liable for any such unauthorized disclosure.

Standardbred and its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos or other works. The purpose of this policy is to avoid potential misunderstandings or disputes when Standardbred products, services or marketing strategies might seem similar to ideas submitted to Standardbred. So, please do not send your unsolicited ideas to Standardbred or anyone at Standardbred. If, despite our request that you not send us your ideas and materials, you still send them, please understand that Standardbred makes no assurances that your ideas and materials will be treated as confidential or proprietary.

Disclaimer of Warranties and Limitations of Liability Your use and browsing of this website is at your sole risk. If you are dissatisfied with the website or any of the materials on the website, or with any of the Service Terms, your sole and exclusive remedy is to discontinue accessing and using the website.

THIS WEBSITE, AND THE AND INFORMATION CONTAINED ON THIS WEBSITE, ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAWS, BOTH CURRENT AND FUTURE. STANDARDBRED DISCLAIMS ALL WARRANTIES. EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND OTHER VIOLATIONS OF RIGHTS. STANDARDBRED (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) DOES NOT WARRANT THAT THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. STANDARDBRED (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE

OR THE RESULTS OF THE USE OF THE INFORMATION ON THIS WEBSITE, OR ANY MATERIALS OR INFORMATION OBTAINED AT LINKED INTERNET ADDRESSES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ERRORS OR OMISSIONS, THE ACCURACY OR REASONABLENESS OR FACTUAL OR SCIENTIFIC ASSUMPTIONS. STUDIES OR CONCLUSIONS. THE DEFAMATORY NATURE OF STATEMENTS, OWNERSHIP OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS, AND THE VIOLATION OF PROPERTY, PRIVACY, OR PERSONAL RIGHTS OF OTHERS. IF YOUR USE OF MATERIALS OR INFORMATION FROM THIS WEBSITE, OR FROM MATERIALS OR INFORMATION OBTAINED FROM LINKED INTERNET ADDRESSES, RESULTS IN NEED FOR SERVICE, REPAIR, OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICE, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL STANDARDBRED (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

Duration of this Agreement

This Agreement will continue to be effective until you or we terminate it. You may terminate this Agreement at any time by destroying any and all materials you obtained from this website, and by ceasing to use the website in any way. We may terminate this Agreement immediately and without notice if we, in our sole discretion, decide that you have failed to comply with any term or condition of this Agreement or if we decide to modify the terms and conditions governing future use of the website.

Choice of Law

These Service Terms will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of laws provisions or the laws of your actual state or country of residence. If for any reason a court of competent jurisdiction should find any provision or portion of these Service Terms to be unenforceable, the remainder shall continue in full force and effect.

International Users

Materials published on this website may refer to products, programs or services that are not available in your country. Standardbred makes no representation that this website or the materials at this website are appropriate or available for use at locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the website or export information or materials on this website in violation of the export or other laws, regulations, executive orders, decrees or other legal enactments or requirements of the United States or any other country. If you access this website from a location outside of the United States, you are responsible for compliance with all applicable laws. By using this website you represent and warrant that you are not located in, under the control of, or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders or Denied Persons List.

Entire Agreement

These Service Terms constitute the entire agreement among the parties with respect to the subject matter set forth in these Service Terms, and they supersede and replace all prior or contemporary understandings or agreements on the same subject matter, whether written or oral. No waiver of any provision of the Service Terms by Standardbred shall be valid unless it is in writing and signed by Standardbred.