

## **Agreement with the Cat Owner and the Breeder**

### **1. General provisions.**

1.1. This agreement is part of the User Agreement and constitutes a legally significant contract concluded between the User and ANIMAL SERVICE through performance of implicative actions consisting in the creation of a Cat account or access to the Cat Account. Performing any actions specified in this clause, the User accepts the provisions of the User Agreement, the Privacy Policy and the Agreement on Participation in Top Cat Rating.

1.2. All the terms and definitions used in this Agreement shall be interpreted in the meaning specified in the User Agreement.

1.3. The purpose of this Agreement is to regulate the relationships between the Cat Owner (hereinafter referred to as the "User") and ANIMAL SERVICE arising in connection with the User's use of the Website functionality associated with the registration and management of the Cat Account.

1.4. Access to the Cat Account is provided when the User creates a Cat Account, registers a Cat on the Website. Such registration is carried out by entering information about the Cat in the User Account.

1.5. If there is a Cat Account on the Website already, the User shall send a request to ANIMAL SERVICE by clicking an active button on the Website "This is my pet". An application for the transfer of the Cat Account will be generated in the User Account. Upon receipt of the application by ANIMAL SERVICE, an authorized representative of ANIMAL SERVICE will have the right to request additional information confirming that the Cat belongs to this User. Upon consideration of the application, ANIMAL SERVICE will decide either to provide the Cat Account to the User, or to refuse to provide the Account, indicating the reason for such a refusal.

1.6. If the User (the title owner of the Cat) discovers that the Cat Account already exists, and the Account management has been transferred to another User, such a User shall contact ANIMAL SERVICE with an application that shall be sent to the following address: support@top-cat.org. Such an application will be considered according to the rules of p. 1.5. hereof.

1.7. If the User finds several accounts of his/her Cat that already has an Account managed by the User, to create a single Cat Account, the User shall contact ANIMAL SERVICE with an application that shall be sent to the following address: support@top-cat.org. Such an application will be considered by ANIMAL SERVICE, which will decide either to create a single Cat Account or to refuse to create a single Cat Account.

1.8. Any application can be sent by the User only if he/she is sure that the Cat Account on the Website contains information about the Cat that belongs to him/her.

1.9. Given that only Cats which have passed the confirmation procedure can be awarded prizes based on the Rating results, if the User is interested in full-fledged participation of his/her Cat in the Rating, he/she shall confirm the Cat on the Website. For the Cat to receive the status of a confirmed one, the User shall open the page of the Cat Account, press the "Confirm" button, and then use the active button "Load pedigree". After that he shall upload a file (a photo, a scanned copy) of the Cat's pedigree in the opened form. Then he/she shall click the "Save" button. After that, an application for receiving by the Cat of the "Confirmed" status will be generated in the User Account. Such an application will be considered by ANIMAL SERVICE, after which ANIMAL SERVICE will decide either to assign the "Confirmed" status to the Cat or to refuse to assign the "Confirmed" status to the Cat.

1.10. Concluding this Agreement, the User agrees to disclose, store and use the data about the Cat without any time limits. If the User Account is deleted, the Cat Account is retained on the Website, which is due to the fact that the information contained in the Cat Account is necessary to form the Rating and the architecture of the information posted on the Website.

## **2. Rights and obligations of the cat owner (breeder).**

2.1. The User may:

2.1.1. Edit the information about the Cat in the Cats Account.

2.1.2. Manage the Cat Account.

2.1.3. Perform other actions permitted by this Agreement and the User Agreement, as well as actions that are not directly permitted in the above documents, but not prohibited by the legislation of the Russian Federation, and also not contradicting the substance of the relationships connected with the use of the Website.

2.2. The User shall:

2.2.1. Before starting any activities connected with registration of a Cat Account or connected with gaining access to an already existing Cat Account, the User shall read the provisions of this Agreement.

2.2.2. Use the functionality of the Website only for the purposes for which it has been created.

2.2.3. Refrain from any actions that may damage the goodwill of ANIMAL SERVICE, the reputation of the Website, or damage the goodwill of the Club, to which the User belongs.

2.2.4. Not use the personal Information<sup>1</sup> of other Users in any way, except for those actions that are expressly permitted by this Agreement. Any actions that violate the provisions of this clause shall be treated as a violation of the Agreement and of the legislation of the Russian Federation.

The User shall not:

2.3.1. Post any materials in the Cat Account that are prohibited by the User Agreement and the laws of the Russian Federation. U

2.3.2. Use the Rating data in any way, except for the methods of use expressly permitted by this Agreement and the User Agreement, without written consent of ANIMAL SERVICE.

## **3. Responsibility.**

3.1. The User shall bear personal responsibility for any actions. If the User violates any provisions of this Agreement, ANIMAL SERVICE shall have the right to permanently or temporarily restrict the User's access to his/her Account.

3.2. In case of repeated and flagrant violations of this Agreement by the User, by the decision of ANIMAL SERVICE, the points received by the Cat (Cats) since the beginning of the calendar year to the date of the violation, which served as a basis for such a decision, will be zeroed.

3.3. ANIMAL SERVICE shall not be responsible for any failures in the operation of the Website, as well as for a failure to gain access to the Cat Account.

3.4. ANIMAL SERVICE shall not be responsible for assigning the Cat Account to a person, who is not the title owner of the Cat.

## **4. Final provisions.**

4.1. The functionality and the possibilities to manage the Cat Account are provided "as they are". ANIMAL SERVICE does not guarantee that the specified functionality will fully meet the User's expectations and needs.

4.2. The place of business of ANIMAL SERVICE is the place of conclusion of a contract under the terms and conditions of this Agreement. The relationships between the parties not regulated by this Agreement shall be governed by the laws of the Russian Federation.

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<sup>1</sup> Hyperlink to p.1.5 of the Privacy Policy

4.3. In case of any dispute or disagreement arising out of the relationships between the User and ANIMAL SERVICE under this Agreement, the parties shall try to resolve the disputes through negotiations. In case of a failure to resolve a dispute or disagreement through negotiations, they shall be resolved by court at the location of ANIMAL SERVICE.

4.4. This Agreement shall enter into force at the moment of its publication on the Website and shall be valid for an indefinite period. The contract concluded between the User and ANIMAL SERVICE under the terms and conditions of this Agreement shall be considered effective from the moment when the User expresses his/her intention to conclude this Agreement and until one of the parties decides to terminate this Agreement. The Agreement may be terminated either by deletion of the User Account (subject to the provisions of clause 1.10 hereof), or by discontinuing the Website or the Rating, or by deleting the User Account on the initiative of ANIMAL SERVICE.

4.5. ANIMAL SERVICE shall have the right to amend the Agreement without any prior or subsequent notice to the User. The new version of the Agreement comes into force at the moment of its posting on the Website, unless otherwise provided in this Agreement. If the User continues to use the Website after introducing amendments to the Agreement, he/she expresses his/her knowledge and full agreement with its provisions. In case of disagreement, the User shall immediately stop using the Website. The current version of the Agreement is posted on the Website at: <http://www.en.top-cat.org/legal-documents/agreement-with-the-cat-owner>.

4.6. This Agreement is in Russian and may be translated into other languages, and in the event of any discrepancy between the Russian version of the Agreement and its versions in a foreign language, the Russian version of the Agreement shall prevail.

4.7. If one or more provisions of this Agreement are found to be invalid or unenforceable for any reason, this circumstance shall not affect the validity or enforceability of other provisions hereof.

4.8. Given that any Users can register or gain access to the Cat Account, including those, who live outside the Russian Federation, the Users-residents of foreign countries and stateless persons shall create or gain access to the Cat Account only if they have fully accepted the terms and conditions of this Agreement. If the provisions of this Agreement establish an order that is contrary to the User's national law, the provisions of this Agreement shall prevail. Any attempts by the User to change the procedure of application of the provisions of this Agreement shall be recognized as an abuse of right. If the User does not agree with the provisions of this paragraph, he/she shall refrain from creating or gaining access to the Cat Account. All the disputes with Users-foreign citizens and stateless persons shall be resolved through negotiations, and in case of failure to reach agreement, they shall be resolved by court at the location of ANIMAL SERVICE.

4.9. The relationships between ANIMAL SERVICE and the Breeder shall be subject to the provisions of this Agreement, with the exception of provisions that are contrary to the substance of such relationships. In particular, the Breeder may not gain access to the Cat Account, which has a title holder.