

## **Agreement on Holding a Show**

### **1. General Provisions**

1.1. This agreement on holding a show (hereinafter referred to as the “Agreement”) shall determine the terms and conditions under which TOP CAT provides services connected with the use of the Website functionality allowing to prepare documentation for shows according to the rules of the European Judging System (hereinafter referred to as the “Website Functionality”). The results of such shows are taken into account in the Rating.

1.2. A contract concluded under the terms and conditions of this Agreement (hereinafter referred to as the “Contract”) is an adhesion contract by its nature. Performing actions to conclude the Contract, the Show Manager accepts all its conditions without any exceptions or reservations on behalf of the Show Organizer. The Contract is concluded through the Show Organizer’s actions connected with payment for the services; in exceptional cases, when access to the Website Functionality is provided to the Show Organizer prior to payment for the services connected with the use of the Site Functionality, the Contract shall be considered concluded at the moment of the action connected with the use of the Website Functionality and shall be considered valid until the parties fulfill their obligations hereunder.

1.3. One Contract shall be concluded for one Rating Show, and if the Show Organizer decides to hold one more Rating Show and performs actions specified in clause 1.2. hereof, the Show Organizer concludes another Contract, which does not depend on the previous Contracts.

1.4. In order to use the services provided by the Website functionality, the Show Organizer shall pay the cost of the services, and then contact TOP CAT for access to the managerial part of the Rating Show. When sending the request, you shall specify the User who has an Account on the Website and who is authorized to act on behalf of the Show Organizer and perform the functions of a Show Manager.

1.5. Upon receipt of the corresponding application from the Show Organizer and information on receipt of funds to the settlement account of TOP CAT, the User will be granted the status of a Show Manager and given access to the Website Functionality.

1.6. The role of a Show Manager can be performed by several persons who have obtained the status of a Manager for a separate Rating Show. The status of a Show Manager is not universal and is assigned only for the purpose of managing a Rating-Show Account of a particular Club.

1.7. The following services constitute the subject matter of the Contract:

1.7.1. Registration of a show as a Rating Show.

1.7.2. Provision of the functionality allowing to manage the Rating Show: specify the number of days of the Show, set the Show dates, indicate the name of the Show, the Show venue, the Show organizer, post the Show program, indicate the judges, who will be present at the Show, etc.

1.7.3. Provision of the functionality that allows to process requests for the Rating Show sent by Cat Owners (Breeders) through the Website, as well as allowing to register and process applications for the Show submitted directly to the Show Organizer.

1.7.4. Provision of the functionality that provides an opportunity to generate the documents necessary to organize and hold the Rating Show, including but not limited to: an application form, cat cards, expertise protocol forms, absentee protocol forms, a BOB protocol, a summary sheet of those nominated for BIS, cat evaluation forms, as well as other documents required for the Show Organizer (including documents for show participants and judges).

1.7.5. Provision of the functionality that allows forming a catalog for the Show Rating.

1.8. This Agreement is part of the User Agreement; all the terms and definitions shall be interpreted in the meaning specified in the User Agreement.

1.9. The purpose of this Agreement is to regulate the relations between the Show Organizer and TOP CAT arising as a result of provision of the services connected with the use of the Website Functionality, as well as to determine the rights and obligations of the Show Manager. All the issues not regulated by this Agreement shall be regulated by the User Agreement.

1.10. Cost of the services provided by TOP CAT under the Agreement.

1.10.1. Services connected with the use of the Website Functionality, in the case of preparation of a Rating Show using the Website prior to the Rating Show, provided that the data are entered by the Show Manager:

1.10.1.1. When holding a show of the 1st category - 2000 rubles.

1.10.1.2. When holding a show of the 2nd category - 2500 rubles.

1.10.1.3. When holding a show of the 3rd category - 3000 rubles.

1.10.1.4. When holding a show of the 4th category - 3500 rubles.

1.10.2. Services connected with the use of the Website Functionality, in case of entering the results of the Rating Show after the Show, provided that the data are entered by the Show Manager:

1.10.2.1. When holding a show of the 1st category - 4000 rubles.

1.10.2.2. When holding a show of the 2nd category – 5000 rubles.

1.10.2.3. When holding a show of the 3rd category - 6000 rubles.

1.10.2.4. When holding a show of the 4th category - 7000 rubles.

1.10.3. Services connected with the use the Website Functionality, in case of entering the results of the Rating Show after the Show, provided that the data are entered by TOP CAT's representative:

1.10.3.1. When holding a show of the 1st category - 5000 rubles.

1.10.3.2. When holding a show of the 2nd category - 6000 rubles.

1.10.3.3. When holding a show of the 3rd category - 7000 rubles.

1.10.3.4. When holding a show of the 4th category - 8000 rubles.

1.10.4. The cost of the services connected with the use of the Website Functionality is specified for a show in the format of 2 best/2 evaluations. The cost of using the Website Functionality shall be reduced by 50% when the show is held in the format of 1 best/1 evaluation. The cost of using the Website Functionality shall be increased by 50% when the show is held in the format of 3 bests/3 evaluations.

1.11. When using the services of the Website Functionality, the Show Manager acts as an authorized representative of the Show Organizer. While receiving services connected with the use of the Website Functionality, the Show Manager processes the personal data of the Website Users participating in the Rating Show and processes the personal data (including those provided by TOP CAT) and other information on individuals participating in the Show. The Show Manager guarantees that individuals participating in the Show are aware of processing of their personal information by TOP CAT, and also guarantees that the Show Organizer has received all the necessary consents for transfer and processing of the personal data of individuals participating in the Show.

1.12. The Show Manager shall not disclose or publish the personal information in public information sources (including Internet websites, except for the Website of TOP CAT) as well as not use it in any way except for the purpose of organizing and holding a Rating Show. Any actions performed in violation of this paragraph can be performed only with the consent of individuals participating in the Show Rating. The Show Manager and the Show Organizer shall be responsible for any actions connected with unauthorized use of the personal information of individuals participating in the Rating Show.

## **2. General Provisions on the Procedure for Obtaining the Services**

2.1. After accessing the Website Functionality, the Show Manager shall enter and edit information on the Rating Show. At this stage, the information about the Rating Show will not appear in the public part of the Website and will not be accessible to any visitors to the Website, and the Rating Show will not be available for the purpose of submitting applications through the Website. The Rating Show, whose data are entered on the Website after its date, will be created in a format that does not allow submitting applications for such a Rating Show.

2.2. During the preliminary stage of preparation for the Rating Show, the Show Manager shall enter information about the judges of the Rating Show, information about the shows held within the Rating Show, information about the Show itself (venue, date and time of the Show, Show program, etc.), load a photo (image) that will be used as a background on the Website page containing information about the Rating Show, as well as perform other actions provided for by the Website Functionality.

2.3. Upon completion of the preliminary stage, the Show Manager shall set the status of the Rating Show in the settings. Using the status "active", the Show Manager will make the Rating Show publicly accessible on the Website; the above status of the Rating Show allows you to select an option "allow submission of applications" for the Rating Show by the Website Users. Using the status "finished", the Show Manager will make the Rating Show publicly available on the Website, but this status does not allow accepting applications and can be used only in cases when the Website Functionality is used after the Rating Show Date.

2.4. The information on Cat Owners (Breeders) shall be entered in the list of Rating Show Participants by the Show Manager:

2.4.1. If the application for participation in the Show is submitted through the Website, the Show Manager shall verify the information specified in the application and either accept the application or refuse to accept the application specifying the reason for the refusal.

2.4.2. If the application for participation in the Rating Show is submitted directly to the Show Organizer, having processed the application, the Manager shall enter information about the accepted application in the list of applications located on the corresponding page of the Website Functionality.

2.5. In the course of preparation for the Show, the Show Manager shall prepare all the necessary documents provided for by the Website Functionality.

2.6. After the Show is held, the Show Manager shall take measures to display the results of the Rating Show. These results are taken into account in the Rating.

## **3. Rights and Obligations of the Show Manager**

3.1. The Show Manager shall have the right:

3.1.1. To enter and change information about the Rating Show contained on the Website.

3.1.2. To perform any necessary actions connected with using the Website Functionality.

3.1.3. 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 are not prohibited by the legislation of the Russian Federation, and do not contradict the essence of the relationships connected with the use of the Website Functionality.

3.2. The Show Manager shall:

3.2.1. Before starting to exercise the Show Manager's powers, read this Agreement, and in case of disagreement with the provisions of the Agreement, refrain from any actions connected with obtaining the status of a Show Manager.

- 3.2.2. Use the functionality of the Website only for the purposes for which it has been created.
- 3.2.3. Update the information on the Rating Show contained on the Website.
- 3.2.4. Refrain from any actions damaging the goodwill of TOP CAT, the reputation of the Website, or the goodwill of the Show Organizer.
- 3.3. Not use the personal Information of other Users in any way except for those actions that are expressly permitted by this Agreement.
- 3.4. The Show Manager shall not:
- 3.4.1. Transfer the login and password to third parties, or otherwise provide access to the Show Manager Account to third parties. Any actions performed using the login and password of the Show Manager, are recognized as performed by the Show Manager (unless the Show Manager proves that he/she has not performed the specified actions, and access to the login and password has been obtained not through the fault of the Show Manager).
- 3.4.2. Post any materials prohibited by the User Agreement and the laws of the Russian Federation.
- 3.4.3. Use the Rating data in any way, except for the methods expressly permitted by this Agreement and the User Agreement, without a prior written consent to such use obtained from TOP CAT.
- 3.5. Performing any actions connected with posting of any Content during the use of the Website Functionality, the Manager provides TOP CAT with a simple, non-exclusive, royalty-free, perpetual, worldwide license. Such Content may be used by TOP CAT in any way known now or invented in the future.

#### **4. Responsibility**

- 4.1. The Show Manager shall be personally responsible for any actions. If the Show Manager violates the provisions of this Agreement, TOP CAT shall have the right to permanently or temporarily restrict access to the Website Functionality or his/her User Account.
- 4.2. In case the status of a Show Manager is granted to several Users simultaneously, the Show Managers shall bear joint responsibility for any actions committed using the Website Functionality, as well as for any consequences arising from such actions, and the Show Organizer shall bear subsidiary responsibility for such obligations.
- 4.3. The Show Manager shall be personally responsible for any negative consequences that have arisen in connection with his/her failure to fulfill (untimely fulfillment of) his/her obligations imposed on him/her by this Agreement.
- 4.4. TOP CAT shall not be responsible for temporary malfunctions in the work of the managerial part of the Website (for failures of the Website as a whole), as well as for temporary impossibility of the Show Manager to use the Website Functionality.

#### **5. Final provisions**

- 5.1. The Website Functionality is provided "as is". TOP CAT does not guarantee that the specified functionality will fully correspond to the expectations and needs of the Show Manager and the Show Organizer.
- 5.2. TOP CAT's place of business is the place of conclusion of the Contract. The relationships between the parties not regulated by this Agreement shall be governed by the legislation of the Russian Federation.
- 5.3. In case of any dispute or disagreement arising out of the relationships between the Show Manager (Show Organizer) and TOP CAT under this Agreement, the parties shall resolve such disputes through negotiations. In case of failure to resolve a dispute or disagreement through negotiations, it shall be resolved in court at the location of TOP CAT.

5.4. This Agreement shall come into force at the moment of its publication on the Website and shall remain valid for an indefinite period.

5.5. TOP CAT shall have the right to amend this Agreement without any prior or subsequent notice to the Show Manager or the Show Organizer. The new version of the Agreement comes into force at the moment of its posting on the Website, unless otherwise follows from the text of the Agreement. If the Show Manager continues to use the Website after introducing changes to the Agreement, he/she thus expresses his/her knowledge and complete agreement with its provisions. In case of disagreement, the Show Manager shall immediately stop using the Website. The amendments made in the Agreement shall not apply to the Contracts concluded before such amendments enter into force. The current version of the Agreement is published on the Website at: <https://en.top-cat.org/articles/cat-show-agreement>.

5.6. This Agreement has been executed in Russian and may be translated into other languages, and in case 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.

5.7. If one or more of the provisions of this Agreement are found to be invalid or unenforceable for some reason, this circumstance will not affect the validity or applicability of other provisions of the Agreement.

5.8. It is presumed that the Show Manager is an authorized representative of the Show Organizer; the relationships between the Show Organizer and TOP CAT shall be formed as relationships between two legal entities.

**5.9. Given that the status of a Show Manager can be obtained by any Users, including those residing outside the Russian Federation, Users-residents of foreign countries and stateless persons shall obtain the status of a Show Manager only if they have fully accepted the terms and conditions of this Agreement. If the provisions of this Agreement establish an order, which is contrary to the Show Manager's national legislation, the provisions of this Agreement shall apply. Any attempts by the Show Manager to change the procedure for applying the provisions of this Agreement will be recognized an abuse of right. If the Show Manager does not agree with the provisions of this clause, he/she shall refrain from obtaining the status of a Show Manager. Any disputes with Show Managers - foreign residents and stateless persons shall be resolved through negotiations, and in case of failure to reach an agreement, they shall be submitted to the court at the location of TOP CAT.**

**5.10. Given that TOP CAT and the Show Organizer interact with each other only through the Show Organizer's official representative - the Show Manager, the provisions of this Agreement shall be considered legally binding for the Show Organizer as a whole.**

**5.11. All the disputes with Show Organizers (including foreign legal entities), whose Managers have accepted the terms and conditions of this Agreement, shall be resolved in accordance with the provisions of the Russian legislation, and if a dispute is subject to consideration in a court, the parties agree that only the court at the location of TOP CAT shall be authorized to consider such a dispute.**