

TOP CAT User Agreement

1. General Provisions.

1.1. LLC “TOP CAT”, located at 13a, Moskovskaya Street, Penza, Russia (hereinafter referred to as the “Website Administration”), offers the person using the Website on the Internet, to use the functions of the Website under the terms and conditions of this User Agreement (hereinafter referred to as the “Agreement”). The Agreement shall enter into force at the time of the User’s consent to its terms and conditions, which shall be given in the manner specified in p. 1.4. hereof.

1.2. The following terms and definitions are used in the text of the Agreement:

1.2.1. Website means a website located at: <http://top-cat.org>, which is represented as a set of information and computer programs, united by a common purpose and contained in the information system.

1.2.2. TOP CAT - the rating administrator – means Limited Liability Company “TOP CAT” located at 13a, Moskovskaya Street, Penza, Russia.

1.2.3. User means a legally capable individual using the Website under the terms and conditions of this Agreement.

1.2.4. Account means a part of the Website created by the User at the time of registration on the Website, or created by TOP CAT, the access to which can subsequently be transferred to the User, and containing information about the User, the Club, the Cattery or the Cat. The User Account can be accessed with the help of a unique login and password generated in the course of registration. Access to other accounts is provided in the manner prescribed by the documents acting on the Website. The User Account may not be transferred by way of inheritance.

1.2.5. Rating means a system for scoring and accounting of points awarded to the Rating participants for specific results of the Cat at the Shows participating in the Rating – receipt of a Title within the Rating Show.

1.2.6. Rating Show means a cat show, in which points are awarded to cats within the Rating, to accrue which a report with the Show results will be sent to TOP CAT, and which may be marked by the Rating Logo.

1.2.7. Cat means a feliform pet of either sex, regardless of age, which may be registered for the Rating Show according to the show rules of the European Judging System.

1.2.8. European Judging System means a judging system, according to the rules of which Rating Shows shall be held.

1.2.9. Title means a result of the Cat’s participation in the Rating Show. The procedure for calculation of points shall be determined by the Agreement on participation in TOP CAT rating.

1.2.10. Cat Owner means a legally capable individual, who owns the Cat legally.

1.2.11. Content means the content of the Website, including, but not limited to: design elements of the Website, computer programs, images, text, trademarks, as well as other objects and sets thereof.

1.2.12. Breeder means a legally capable person who owns a Cat giving litter and participating in the breeding work.

1.2.13. Club means a non-profit legal entity or any other association of citizens not registered as a legal entity, having the right to hold Rating Shows.

1.2.14. Cattery means an individual, an association of individuals, or a legal entity engaged in cat breeding.

1.2.15. Show Organizer means a Club, organizing and holding a specific Rating Show.

1.2.16. Club Manager means a registered User authorized by the Club to perform any actions on the Website on behalf of the Club and having the corresponding status on the basis of an Agreement with the Club Manager.

1.2.17. Show Manager means a registered User authorized by the Show Organizer to perform any actions on the Website on behalf of the Show Organizer and having the corresponding status on the basis of a Show Agreement.

1.2.18. Cattery Manager means a registered User authorized by the Cattery to perform any actions on the Website on behalf of the Cattery and having the corresponding status on the basis of an Agreement with the Cattery Manager.

1.2.19. Trademark means a trademark (service mark) registered in the name of TOP CAT, or similar logos represented by words "TOP CAT" or an image of a cat in profile with wings.

1.2.20. Expert means a User, who is competent in a particular profession listed on the Website, and who is engaged in the provision of services (works) within the framework of such a profession and who has been registered as an expert in this field on the Website.

1.3. Before using the Website, as well as before registering on the Website, the User shall read the terms and conditions of this Agreement, as well as other documents acting on the Website (hereinafter referred to as the "Documents"). If the User disagrees with the provisions of the Agreement and the Documents, the User shall stop using the Website.

1.4. Having started to use of the Website, or having passed the registration procedure, the User accepts the terms and conditions of this Agreement, as well as the terms and conditions of other Documents. Partial acceptance of the terms and conditions of the Agreement is not allowed.

1.5. The Website is used for free. Given the free use of the Website, the provisions of consumer protection laws shall not apply to the relations between the User and TOP CAT and between TOP CAT and Cat Owners. The Website can provide access to certain paid services, the cost of which will be indicated on the Website page containing the name and description of the corresponding service.

1.6. To fully take advantage of functionality of the Website, the User shall pass the registration procedure. The registration procedure shall be determined by the Privacy Policy.

1.7. In order to use the Services provided on the Website, one shall have a computer or any other device that allows access to the Internet.

1.8. If the User has doubts about the legality of certain actions, TOP CAT recommends to refrain from such actions.

1.9. By registering on the Website, the User agrees to receive information, advertising and other messages via telephone networks, as well as information and telecommunication networks (including the Internet) to the mobile phone number and email address specified by the User. Information messages are sent for the purpose of performing the contract concluded between the User and TOP CAT under the terms and conditions of this Agreement, and therefore the User cannot refuse to receive such information messages.

1.10. TOP CAT may, at its sole discretion and without prior or further notice to the Users, change the design, operation principles and functionality of the Website. TOP CAT may, at its sole discretion and without prior or further notice to the Users, stop (permanently or temporarily) access to the Website.

1.11. TOP CAT may introduce changes to the Agreement without any prior or further notice to the User. The new version of the Agreement shall enter into force on the date of its posting on the page at: <http://ru.topcat.org/articles/end-user-license-agreement>, unless otherwise follows from the text of the Agreement. If the User continues using the Website after introduction of the changes, he thus expresses his full agreement with its provisions. In case of disagreement, the User shall immediately stop using the

Website. The current version of the Agreement is on the page at: <http://en.topcat.org/articles/end-user-license-agreement>.

2. Conditions and procedure of using the Website.

2.1. The User shall login on the Website by passing the authorization procedure – entering a login and a password generated by the User during registration. A person who has passed the authorization procedure will be recognized by TOP CAT as a proper owner of the Account.

2.2. When using the Website, the User may not:

2.2.1. Present himself to be another person or a representative of any organization (self-employed entrepreneur) or a representative of TOP CAT, if he does not have sufficient legal grounds for this.

2.2.2. Use the Website to violate the rights of third parties.

2.2.3. Collect, store or transmit personal information to other Users, sufficient legal grounds for this.

2.2.4. Perform any action aimed at damaging the reputation of the Website, as well as actions aimed at damaging the business reputation of TOP CAT.

2.2.5. Violate the provisions of the Russian legislation and the provisions of this Agreement, as well as other Documents.

2.3. The User shall:

2.3.1. Not use the Website services for the purpose of resale or donation to third parties (including automatically scan, read, and/or anyhow process the content of the Website for any purpose other than the basic purposes of the Website).

2.3.2. Not perform any actions aimed at changing hardware configurations or software of the Website or any other actions that may result in their failure.

2.3.3. Not attempt to get unauthorized access to the Website, conduct or participate in network attacks or network hacking.

2.3.4. Not register on to the Website as an expert without sufficient grounds for this, namely without the required qualification or with no intention to render services (perform works).

2.3.5. At the request of Top Kat, pay and indemnify losses, as well as protect the interests of TOP CAT (its management, employees, partners, etc.) in case of any claims, liabilities, damages or costs which are the result of:

2.3.5.1. Deliberate or accidental use of the Website and/or its materials performed using the User login and password, regardless of who has performed authorization;

2.3.5.2. Any correspondence by the User or any material downloaded using the User login and password;

2.3.5.3. Any violation by the User of the terms and conditions of this Agreement.

2.4. The User may not:

2.4.1. Use the login and password of another User, including, but not limited to, for the purpose of gaining access to the functionality of the Website, of disseminating information contained in one's personal account, or collecting the User's personal information, etc.

2.4.2. Upload, post, store, distribute, and otherwise use information, which:

2.4.2.1. Is fraudulent.

2.4.2.2. Promotes and/or contributes to racial, religious, ethnic hatred or enmity, or contributes to the incitement of hatred or hostility toward a social group; promotes fascism or ideology of racial superiority or justifies crimes committed by fascism against humanity.

2.4.2.3. Promotes extremist and/or terrorist activities, as well as assistance to organizations and/or persons engaged in terrorist and/or extremist activities.

2.4.2.4. Promotes criminal and/or other activities prohibited by the legislation of the Russian Federation, includes recommendations and/or instructions on performance of such activity.

2.4.2.5. Promotes the use of narcotic or potent agents, or provides information describing the appeal of using narcotic or potent drugs and/or advertises such use, or contains information about the methods of their preparation.

2.4.2.6. Contains information that is not subject to disclosure, without complying to the manner prescribed by the law, including, but not limited to: personal data of Users or other persons, information about private life of third parties, trade or state secrets, etc.

2.4.2.7. Is obscene, is presented in the form of images or texts containing scenes of sexual nature, including minors.

2.4.2.8. Contains a description of means and methods of suicide, or any incitement to its commission.

2.4.2.9. Violates the rights of minors.

2.4.2.10. Contains information, which is offensive, slanderous or defamatory with respect to other Users or third parties, or causes damage to the business reputation of legal entities.

2.4.2.11. Is protected by intellectual property laws (including copyright, legislation regulating the rights to means of individualization, etc.), as well as other legally protected materials, without a prior written consent of the right owner of the protected material. In case the User violates this rule, he/she shall bear the burden of proving his/her rights to post the corresponding materials.

2.4.3. Perform any actions aimed at harming TOP CAT and/or the Website, including, but not limited to: download, use, distribute or transmit malicious software, computer codes, files or programs aimed at gaining access to the Website, destruction of or damage to data, limitation of the functionality of computer and other equipment providing access to the Internet.

2.4.4. Gain (attempt to gain) access to any services on the Website in a manner other than through the Website functionality, except for the cases when TOP CAT agrees to such actions.

2.4.5. Resell, duplicate, reproduce, copy or perform other operations similar to the services of the Website, except where such operations are permitted to the User by TOP CAT.

2.4.6. Place information, which, in the personal opinion of TOP CAT representatives, is irrelevant to the purposes of the Website or is undesirable for posting on the Website for other reasons.

2.4.7. The User is personally responsible for any actions performed on the Website, as well as for any information placed on the Website.

3. Interaction with third parties.

3.1. Pages of the Website may contain links to third party websites on the Internet. These websites and their content are not checked by TOP CAT in terms of their compliance with the requirements (legality of activities or legality of the content, completeness and reliability of the data, etc.). The User going to the resources of third parties using such links, does so at his own risk, and TOP CAT shall not be responsible for any consequences that have arisen or may arise in the future as a result of the User's transition to third party websites.

3.2. References to pages of third parties, information about products, services, as well as any information of commercial or non-commercial nature is not approved by TOP CAT, unless otherwise is expressly specified on the website.

3.3. TOP CAT shall not be responsible for the Content of Users; the User, who posted the Content, shall be solely responsible for such Content and its compliance with the Russian legislation.

3.4. The pages of the Website may contain advertising information in respect of goods and services of third parties. Such products or services shall not be considered approved by TOP CAT. TOP CAT does not check the quality of goods or services and shall not be responsible for defects of such goods or services.

4. Exclusive rights to the Content.

4.1. TOP CAT shall have the exclusive right to the Content of the Website. The exclusive rights to the Content posted by third parties belong to the Users of the Website who posted the Content, as well as to other right owners in accordance with the Russian legislation.

4.2. The User may use the Website Content only to the extent necessary to implement functions of the Website.

4.3. The User shall have the right to use the Trademark under the terms and conditions of a simple non-exclusive license, posting it on the pages of his own website on the Internet for non-commercial purposes and solely for the purpose of informing visitors that the website owner is the owner of the Cat participating in the Rating. The Cattery Owner shall have the right to use the Trademark for information purposes to indicate his participation in the Rating.

4.4. Along with the permitted use specified in p. 4.3. hereof, the Show Organizers is allowed to use the Trademark to advertise a Show held within the Rating, as well as for information purposes directly at the Rating Show.

4.5. The Content posted on the Website may not be copied, downloaded, reproduced, processed, transferred, sold or otherwise used in whole or in part without prior permission of the right holder, except for the cases established by the legislation of the Russian Federation and the Agreement.

4.6. Exclusive rights to the Content or its elements shall be considered transferred only if it is expressly stated in this Agreement. The user may use the Website Content only to the extent specified in this Agreement; other use without the consent of the right holder is strictly prohibited.

4.7. By posting his Content, the User assumes responsibility for such Content, and its compliance with the Russian legislation.

4.8. The Website Administration shall not be responsible for the substance and infringement of copyright to the Content posted by Users.

4.9. TOP CAT has the right but not the obligation to review the Website in order to control inappropriate Content, and upon detection of such Content - delete or edit it without prior or further notification of the User.

4.10. By posting the Content, the User provides TOP CAT with the right to copy and store it for the purpose of ensuring stable operation of the Website. By posting the Content, the User provides TOP CAT with a non-exclusive, worldwide, perpetual right to use the Content by copying, reproducing, processing, translating, storing, or distributing it for any purposes.

4.11. Any unauthorized use of the Content posted and owned by TOP CAT, will be considered a violation of TOP CAT's exclusive right, to protect which TOP CAT may apply to court.

5. Guarantees, assurances and responsibility.

5.1. Top Kat guarantees that it will take all possible measures to ensure security, safety and integrity of the User's personal information and the Content posted by the Users.

5.2. TOP CAT shall be responsible for advertisements posted on the Website within the limits established by the legislation of the Russian Federation.

5.3. TOP CAT shall not be responsible for any failures or interruptions in the operation of the Website, or for any loss of information caused by such failures or interruptions.

5.4. TOP CAT shall not be responsible for any damage to the equipment (computers, mobile phones, tablet computers, equipment allowing the User's access to the Website, software, etc.) that may arise in connection with the use of the Website. Moreover, TOP CAT shall not be responsible for any damage which arose or may arise as a result of the User's use of the Website.

5.5. TOP CAT shall not be responsible for deletion of the User's account, User's Content, or for failure of the Website operation.

5.6. The User uses the services of the Website at his/her own risk. All the services on the Website are provided "as they are"; TOP CAT shall not be responsible for the Users' actions or for compliance of the Website services with the User's objectives and expectations.

5.7. TOP CAT does not guarantee that the services provided by the Website will comply with the requirements and wishes of the Users.

5.8. TOP CAT does not guarantee that the Website services will be provided continuously, without interruptions or errors, quickly, reliably or in full, will be accurate and reliable for any purposes required by the Users. TOP CAT shall not be responsible for any damage incurred by the User as a result of a failure in the operation of the Website.

5.9. TOP CAT may delete or temporarily suspend the User's activity on the Website or deny the User's access to the Website until the circumstances of the violation are established, and the User's disputes with TOP CAT or third parties in connection with the User's violation of the Russian legislation and/or the Website documents are settled.

5.10. TOP CAT shall not be responsible for any (including wrongful) actions committed using the User's account.

5.11. TOP CAT is not obliged to provide evidence of the User's violation of the provisions of the documents acting on the Website.

5.12. The User guarantees:

5.12.1. That he has all the necessary powers and rights to sign a contract under the terms and conditions of this Agreement.

5.12.2. That he will use the Website only for the purposes for which it was created, and only to the extent authorized by this Agreement.

5.13. The User shall be personally responsible for any his actions. If the User violates provisions of this Agreement, TOP CAT may permanently or temporarily restrict the User's access to his Account.

5.14. For repeated or flagrant violations by the User of this Agreement, by TOP CAT's decision, the points obtained by the User from the beginning of the calendar year and until the violation being a ground for such a decision, will be zeroed.

6. Notices.

6.1. If the User discovers that the Website has Content that violates the Russian legislation, this Agreement or his exclusive right, or any other rights, the User shall apply to TOP CAT with an application. Such an application may be directed to the postal address specified in this Agreement, or sent to e-mail: support@top-cat.org.

6.2. The application shall state as follows:

6.2.1. A link to the page containing the Content in question.

6.2.2. Description of the Content that violates the Russian legislation, this Agreement, or the User's exclusive right.

6.2.3. A position of the Russian Federation, which is violated by placing the Content in question, or provisions of the Agreement, which are violated by the disputed Content, or a statement that the Content in question violates the exclusive rights of the User. If the Content in question violates the User's exclusive right, the User shall provide documents (other evidence), confirming existence of such an exclusive right.

6.2.4. An address and other contact information needed to send a response to the User's application. TOP CAT may send no response to the User's application.

6.3. When receiving the User's application stating violation by the Website Content of provisions of the Russian legislation, this Agreement or rights (including exclusive ones) of the Users (right holders), TOP CAT has the right to delete such Content without any prior or subsequent notification of the User who posted the Content.

6.4. If the User who posted the Content discovers that the Content has been deleted, he may apply to TOP CAT with a request for restoration of the Content, as well as the grounds on which the Content is to be restored. The application shall contain identification information of the User; TOP CAT may not consider anonymous applications. The application shall be accompanied by evidence confirming existence of such grounds. Such an application may be sent only to the mailing address specified in p. 7.12. hereof. TOP CAT reserves the right not to consider applications sent by the User, who posted the Content in question, to the e-mail address or any other address.

7. Other conditions.

7.1. The User can use the Website in the Russian Federation, as well as in other countries, where the Website is available via standard equipment.

7.2. TOP CAT may introduce changes to the Agreement without any prior or subsequent notification of the Users. A new version of the Agreement shall enter into force on the date of its posting on the Website, unless otherwise follows from the text of the Agreement. If the User continues using the Website after introduction of changes to the Agreement, he thereby expresses his 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 available at: <http://en.top-cat.org/articles/end-user-license-agreement>.

7.3. The relationships between the User and TOP CAT shall be regulated only by the legislation of the Russian Federation, with no exceptions possible, including when another procedure is established by the User's national legislation.

7.4. The parties shall make every effort to reach an agreement on disputable issues through negotiations. In case of a failure to reach an agreement through negotiations, the dispute shall be resolved in court in accordance with the legislation of the Russian Federation.

7.5. Any possible disputes arising from the relationships governed by this Agreement shall be resolved only in accordance with the legislation of the Russian Federation.

7.6. This User Agreement shall be deemed valid from the moment of its conclusion by the User and TOP CAT and until the User or TOP CAT terminates this Agreement by deleting the User Account. This Agreement may also be terminated, in whole or in part, as a result of deletion (termination) of the Website.

7.7. Given that the services under this Agreement are provided free of charge, the provisions of the consumer protection legislation shall not apply to the relationships between the User and TOP CAT.

7.8. In case certain provisions of this Agreement are recognized not concluded, invalid and/or unenforceable, this shall not affect validity of the other provisions of the Agreement.

7.9. TOP CAT shall have the right to protect its interests at any time after any violation of this Agreement or other documents acting on the Website, regardless of the time, when the violation was committed.

7.10. This Agreement and other documents acting on the Website are posted in the Russian language; these documents may be translated into other languages. If there is a contradiction between the Russian version and other versions of documents, the Russian version of the document shall prevail.

7.11. Given that the Website services may be used by any Users, including those located outside the Russian Federation, the Users residing in foreign countries, as well as stateless persons shall use the functionality of the Website only if they have fully accepted the terms and conditions of this Agreement. If the provisions of this Agreement establish a procedure that is contrary to the User's national legislation, the provisions of this Agreement shall apply. Any attempts by the User to change the procedure for the application of this Agreement shall be recognized as abuse of right. If the User does not agree with the provisions of this paragraph, he shall refrain from using the functionality of the Website. Any disputes with the Users residing in foreign countries and stateless persons shall be resolved through negotiations, and in case of a failure to reach an agreement, by the court at the location of TOP CAT.

7.12. Any applications and proposals shall be sent by the Users to the following address: TOP CAT, LLC, location: 13a, Moskovskaya Street, Penza, Russia.