

## **Agreement with the Cattery Manager**

### **1. General Provisions.**

1.1. This Agreement determines the terms and conditions of the contract concluded between the User and ANIMAL SERVICE through the User's indicative actions. Any actions performed by the User in the status of a Cattery Manager confirm the User's agreement with this Agreement.

1.2. The purpose of this Agreement is to regulate the legal relations between ANIMAL SERVICE and the User, which has the status of a Cattery Manager.

1.3. Terms and definitions used in this Agreement shall be interpreted in the meaning specified in the User Agreement.

1.4. The status of a Cattery Manager is assigned to a person authorized by the Cattery to perform actions on the Website on behalf of the Cattery. The status of a Cattery Manager is assigned by the decision of ANIMAL SERVICE, provided that the requirements of this Agreement are met. After obtaining the status of a Cattery Manager, the User is granted access to the Cattery Account on the Website.

1.5. The status of a Cattery Manager is not universal and is assigned only for the purpose of managing the Account of a particular Cattery.

1.6. This Agreement is a supplementary part of the User Agreement, and the Cattery Manager shall be guided by the User Agreement and the Privacy Policy in any issues not regulated by this Agreement.

1.7. In case of a discrepancy between the provisions of this Agreement and those of the User Agreement, the provisions of this Agreement shall prevail.

1.8. Any information posted by the Cattery Manager in the Cattery Account will be publicly available, and any visitor to the Website can access it.

### **2. Rights and obligations of the Cattery Manager.**

2.1. The Cattery Manager may:

2.1.1. Edit the constant information contained in the Cattery Account on the Website.

2.1.2. Perform any actions to manage the Pets section, including the actions aimed at editing the list of Cats belonging to the Cattery.

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

2.2. The Cattery Manager shall:

2.2.1. Before starting to exercise the Cattery 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 Cattery Manager.

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

2.2.3. Update the information about the Cattery on the Website.

2.2.4. Refrain from any actions damaging the goodwill of ANIMAL SERVICE and the reputation of the Website.

2.2.5. Not use personal Information of other Users in any way, except for those actions that are expressly permitted by this Agreement. In particular, the Cattery Manager may not collect, publish, or otherwise distribute personal information of other Users, to which the Cattery Manager has access. Any actions that violate the provisions of this paragraph shall be treated as a violation of the Agreement and a violation of the legislation of the Russian Federation.

2.3. The Cattery Manager may not:

2.3.1. Transfer the login and password to third parties, or otherwise provide access to the Cattery Manager's account to third parties. Any actions performed using the Cattery Manager's login and password will be recognized as performed by the Cattery Manager (unless the Cattery Manager proves that such actions have been performed by another person, and access to the login and password has been obtained not due to the Cattery Manager's fault). In case of an unauthorized access to the Cattery Manager's login and password, the Cattery Manager shall immediately notify ANIMAL SERVICE about this in the manner specified in paragraph 2.9. of the Privacy Policy.

2.3.2. Post any materials in the Cattery Account, if such materials are prohibited by the User Agreement or the legislations of the Russian Federation.

2.3.3. 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 ANIMAL SERVICE.

2.4. Placing any Content in the Cattery Account, the Manager provides ANIMAL SERVICE with an open non-exclusive royalty-free perpetual worldwide license. Such Content may be used by ANIMAL SERVICE in any way known now or invented in the future.

### **3. Receipt and termination of the status of a Cattery Manager.**

3.1. The status of a Cattery Manager is obtained voluntary and freely by the User.

3.2. If information about the Cattery is already posted on the Website, the User shall apply to ANIMAL SERVICE with an application requesting the status of the Cattery Manager. The application shall be sent to the following address: support@top-cat.org. The User shall also confirm that he/she has the authority to act as a Cattery Manager. After confirming the authorities and fulfilling other requirements, ANIMAL SERVICE has the right to grant the status of a Cattery Manager to the User who has applied for it.

3.3. If there is no information about the Cattery on the Website, the User may register his Cattery on the Website using the section located at: <http://www.top-cat.org/catteries/new>. If all the mandatory fields are filled in, and ANIMAL SERVICE approves the application for registration of the Cattery, such a Cattery will be registered on the Website, and the User who has submitted the application will be assigned the status of a Cattery Manager. The User shall provide reliable information when registering the Cattery.

3.4. When registering the Cattery on the Website, the User guarantees that he/she has all the necessary powers and acts legally (has the authority arising from a power of attorney, a decisions of the meeting of the Cattery members, etc.), and also guarantees that his/she actions do not violate rights and legitimate interests of third parties, as well as the legislation of the Russian Federation.

3.5. The status of a Cattery Manager may be terminated by the decision of ANIMAL SERVICE if ANIMAL SERVICE receives information that this User does not have the authority to act on behalf of the Cattery or in case of repeated or one-time flagrant violation by the Cattery Manager of the provisions of the Agreement, the User Agreement and the Privacy Policy.

3.6. The status of a Cattery Manager may be terminated by the decision of the Cattery Manager; to terminate the status of a Cattery Manager, the User shall contact ANIMAL SERVICE with an application containing the relevant request. Upon consideration of the received application, ANIMAL SERVICE will make a decision regarding termination of the powers of the Cattery Manager.

#### **4. Responsibility.**

4.1. The Cattery Manager shall be personally responsible for any actions. If the Cattery Manager violates the provisions of this Agreement, ANIMAL SERVICE may permanently or temporarily restrict the User's access to the Cattery Account, as well as to the User Account.

4.2. For repeated and flagrant violations by the Cattery Manager of this Agreement, by the decision of ANIMAL SERVICE, the points received by the Cattery since the beginning of the calendar year and up to the date of the violation, which has served as a basis for such a decision, will be zeroed.

4.3. The Cattery Manager shall be personally responsible for all the negative consequences that have arisen in connection with his failure to fulfill the obligations (untimely fulfillment of obligations) assigned to him by this Agreement.

4.4. ANIMAL SERVICE shall not be responsible for temporary malfunctions in the operation of the managerial part of the Website (for failures in work of the Website as a whole), as well as for a temporary impossibility of the Cattery Manager to manage the Cattery on the Website (including making changes in the information on the Cattery, etc.).

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

5.1. The functionality and the possibilities to manage the Cattery are provided "as they are". ANIMAL SERVICE does not guarantee that the specified functionality will fully correspond to the expectations and needs of the Cattery Manager.

5.2. ANIMAL SERVICE's place of business 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 legislation of the Russian Federation.

5.3. The parties shall resolve any dispute or disagreement arising out of the relationships between the Cattery Manager and ANIMAL SERVICE under this Agreement through negotiations. In case of failure to reach an agreement through negotiation, the disputes and disagreements shall be resolved in court at the location of ANIMAL SERVICE.

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. The contract concluded between the Cattery Manager and ANIMAL SERVICE under the terms and conditions of this agreement shall be effective since the moment when the Cattery Manager expresses his/her intention to conclude this Agreement and up to the moment when one of the parties decides to terminate such a contract. The contract may be terminated both by terminating the status of a Cattery Manager, and by terminating the Website or the Rating.

5.5. ANIMAL SERVICE shall have the right to amend this Agreement without any prior or subsequent notice to the Cattery Manager. 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 Cattery 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 Cattery Manager shall immediately stop using the Website. The current version of the Agreement is published on the Website at: <http://www.top-cat.org/articles/cattery-breeder-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. Given that the services provided to the Cattery Manager (Cattery as a whole) are free of charge, the provisions of the law on consumer protection shall not apply to the relationships between the parties.

**5.9. Given that the status of a Cattery Manager can be obtained by Users residing outside the Russian Federation, Users-residents of foreign countries and stateless persons shall obtain the status of a Cattery 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 Cattery Manager's national legislation, the provisions of this Agreement shall apply. Any attempts by the Cattery Manager to change the procedure for applying the provisions of this Agreement will be recognized an abuse of right. If the Cattery Manager does not agree with the provisions of this clause, he/she shall refrain from obtaining the status of a Cattery Manager. Any disputes with Cattery 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 ANIMAL SERVICE.**

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

**5.11. All the disputes with Catteries, 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 ANIMAL SERVICE shall be authorized to consider such a dispute.**