

## **Agreement with the Club Manager**

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

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

1.2. The purpose of this Agreement is to regulate the legal relations between TOP CAT and the User, who has the status of a Club Manager.

1.3. Terms and definitions used in this Agreement shall be interpreted in the meaning specified in the User Agreement. The term "Club" as used in this Agreement shall include clubs, sub-clubs and patronage clubs.

1.4. The status of a Club Manager is assigned to a person authorized by the Club to perform actions on the Website on behalf of the Club. The status of a Club Manager is assigned by the decision of TOP CAT, provided that the requirements of this Agreement are met.

1.5. After obtaining the status of a Club Manager, the User is granted access to the Club Account on the Website.

1.6. The role of a Club Manager can be played by several persons, who have acquired the status of a Manager for a separate Club. The status of a Club Manager is not universal and is assigned only for the purpose of managing the Account of a particular Club.

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

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

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

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

2.1. The Club Manager may:

2.1.1. Edit the constant information contained in the Club 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 Club.

2.1.3. Manage the Sub-clubs section, including the actions aimed at editing the information about the Club's sub-clubs (if any).

2.1.4. Manage the Clubs section, including the actions aimed at editing the information about the Club's Clubs.

2.1.5. Manage the Members section, including the actions aimed at editing the list of the Club's members.

2.1.6. 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 Club Manager shall:

2.2.1. Before starting to exercise the Club 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 Club 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 Club on the Website.

2.2.4. Refrain from any actions damaging the goodwill of TOP CAT, the reputation of the Website or the Club's goodwill.

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 Club Manager may not collect, publish, or otherwise distribute personal information of other Users, to which the Club 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 Club Manager may not:

2.3.1. Transfer the login and password to third parties, or otherwise provide access to the Club Manager's account to third parties. Any actions performed using the Club Manager's login and password will be recognized as performed by the Club Manager (unless the Club 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 Club Manager's fault). In case of an unauthorized access to the Club Manager's login and password, the Club Manager shall immediately notify TOP CAT about this in the manner specified in paragraph 2.9. of the Privacy Policy.

2.3.2. Post any materials in the Club 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 TOP CAT.

2.4. Placing any Content in the Club Account, the Manager provides TOP CAT with an open 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.

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

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

3.2. If information about the Club is already posted on the Website, the User shall apply to TOP CAT with an application requesting the status of the Club 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 Club Manager. After confirming the authorities and fulfilling other requirements, TOP CAT has the right to grant the status of a Club Manager to the User who has applied for it.

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

3.4. When registering the Club 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 Club 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 Club Manager may be terminated by the decision of TOP CAT if TOP CAT receives information that this User does not have the authority to act on behalf of the Club or in case of repeated or one-time flagrant violation by the Club Manager of the provisions of the Agreement, the User Agreement and the Privacy Policy.

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

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

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

4.2. If the status of a Club Manager has been assigned to several Users, the Club Managers shall bear joint and several responsibility for any actions performed using the Club Account, as well as for any consequences arising out of such actions, and the Club as a whole shall bear subsidiary responsibility for such obligations.

4.3. For repeated and flagrant violations by the Club Manager of this Agreement, by the decision of TOP CAT, the points received by the Club 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.

4.4. The Club 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.

4.5. TOP CAT 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 Club Manager to manage the Club on the Website (including making changes in the information on the Club, in the list of the Club's members, etc.).

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

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

5.2. TOP CAT'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 Club Manager and TOP CAT 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 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. The contract concluded between the Club Manager and TOP CAT under the terms and conditions of this agreement shall be effective since the moment when the Club 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 Club Manager, and by terminating the Website or the Rating.

5.5. TOP CAT shall have the right to amend this Agreement without any prior or subsequent notice to the Club 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 Club 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 Club Manager shall immediately

stop using the Website. The current version of the Agreement is published on the Website at: <http://en.top-cat.org/articles/club-manager-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 Club Manager is an authorized representative of a legal entity; the relationships between the Club and TOP CAT shall be formed as relationships between two legal entities.

**5.9. Given that the status of a Club 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 Club 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 Club Manager's national legislation, the provisions of this Agreement shall apply. Any attempts by the Club Manager to change the procedure for applying the provisions of this Agreement will be recognized an abuse of right. If the Club Manager does not agree with the provisions of this clause, he/she shall refrain from obtaining the status of a Club Manager. Any disputes with Club 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 Club interact with each other only through the Club's official representative - the Club Manager, the provisions of this Agreement shall be considered legally binding for the Club as a whole.**

**5.11. All the disputes with Clubs (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.**