

## **Advertising Agreement**

### **1. General Provisions**

1.1. This Agreement is a legally binding agreement between TOP CAT and the User, concluded through indicative actions in the form of placement of an Advertisement or in the form of payment for Advertising Services provided by TOP CAT on the Website. The list of Advertising Services is provided herein.

1.2. This Agreement is an additional part of the User Agreement and provides for the rights and obligations of the Parties since the moment when the User accepts its provisions through his/her actions.

1.3. The terms and definitions used in this Agreement shall be interpreted in the meaning specified in the User Agreement. The following terms are also used in this Agreement:

1.3.1. Advertisement means a short advertisement containing information about the advertised product (service, work) and the conditions of its acquisition.

1.3.2. Advertising Services mean the services related to attracting the Website Users' attention to the Rating Show or the Cattery by highlighting the information about the Rating Show and the Cattery in a special way among other shows and catteries, as well as the services related to attracting attention to the Advertisement posted on the Website: its promotion in the list of Advertisements, its highlighting in the list of Advertisements, its fixing at the top of the list of Advertisements.

### **2. Procedure and conditions of service provision**

2.1. The Advertising Services shall include the following services:

2.1.1. Highlighting of the Rating Show in the general list of shows by changing the background colour, where the information on the Rating Show is contained in the general list of shows. The cost of the services is 200 rubles.

2.1.2. Placement of the Rating Show in the advertising block at the top of the general list of shows. The cost of the services is 500 rubles for each calendar month of such placement.

2.1.3. Placement of the cattery in the advertising block at the top of the general list of catteries. The cost of the services is 300 rubles for each calendar month of such placement.

2.1.4. Promotion of the Advertisement in the list of Advertisements. When using this service, the Advertisement will be raised to the top of the list of Advertisement. Only the Advertisements fixed at the top of the list using the service specified in p.2.1.6. hereof, may be placed above such an advertisement. Promotion of the Advertisement to the top of the list is temporary; when new advertisements appear or when a similar service is used by other Users, the Advertisement is lowered down in the list of Advertisements. The cost of the services is 30 rubles for one advertisement. The term of placement is automatically increased by one calendar month. To make a payment, you need to use the "promote an advertisement" button.

2.1.5. Highlight the Advertisement in the list of Advertisements. The advertisement is highlighted in the following way: the Advertisement background is changed from white to gold, and the Advertisement is lifted in the general list of advertisement. The cost of the services is 50 rubles for seven calendar days of highlighting for one Advertisement. The term of placement is automatically increased by one calendar month. To make a payment, you need to use the "highlight the advertisement" button.

2.1.6. Fix the Advertisement at the top of the list of Advertisements. The Advertisement will be fixed for seven days at the top of the list of Advertisements and will have a note that it is fixed. The cost of the services is 70 rubles for seven calendar days of fixing for one Advertisement. To make a payment, you need to use the "fix the advertisement" button.

2.2. The services specified in clauses 2.1.1.-2.1.3. hereof are available only to the Users who have the status of Show Managers. The services specified in clauses 2.1.2, 2.1.3. are also available to the Users

who have the status of Cattery Managers. The services specified in clauses 2.1.4. -2.1.6. hereof are available to any User of the Website.

2.3 Payment for the Advertising Services shall be effected through the aggregator of non-cash payments in a non-cash form. In case of payment of a larger amount than is required under the terms of this Agreement, the funds will be returned upon the User's application sent by mail to TOP CAT. The application shall contain the account details, to which the money will be refunded (account number, name of the beneficiary's bank, correspondent account number, BIC of the beneficiary's bank). In case of early termination of the Agreement the funds shall be returned in the manner specified in this paragraph.

2.4 In relation to the services specified in clauses 2.1.2. and 2.1.3., if the term of the service is less than a calendar month, the service shall be paid in full for a full calendar month.

2.5. A contract under the terms and conditions of this Agreement for acquisition of any of the Advertising Services specified in clause 2.1. hereof, is concluded through the User's actions connected with payment for a specific type of the Advertising Services. Payment shall mean acceptance of the offer specified in this Agreement.

2.6. The Advertisement is placed free of charge. Taking into account the topic of the Website, the User may only place an Advertisement about cats.

2.7. To place an Advertisement, the User shall open a page located at the following addresses: <http://ru.top-cat.org/callboard/pets#>; <http://ru.top-cat.org/callboard/products#>; <http://ru.top-cat.org/callboard/services#>. Then he/she shall select a section, to which the Advertisement belongs (pets, products, services).

2.7.1. The "Pets" section includes Advertisements containing information about the sale, purchase, donation or mating of a Cat.

2.7.2. The "Products" section includes Advertisements containing information on the sale, purchase and exchange of feed, vitamins, medicines, clothing, toys, care products, houses, play complexes, scratching post and other accessories for Cats.

2.7.3. The "Services" section includes Advertisements containing information on service offers or seeking for a person, who can render the services connected with pet clinics, zoological tailor houses, zoological salons, photography, video shooting, exhibition halls, or animal shelters for Cats.

2.8. Upon selection of a section, the User shall select the category from those presented on the Website, then specify the title of the Advertisement, the text of the Advertisement and add photos to the Advertisement, as well as provide the contact information. The photos will be used by TOP CAT under the terms and conditions of the User Agreement.

### **3. Requirements to the Advertisements**

3.1. The information indicated in the Advertisement shall be reliable.

3.2. The photos uploaded when placing the Advertisement, and the text indicated when placing the Advertisement shall correspond to the topic of the Advertisement.

3.3. The topic of the Advertisement shall be consistent with the topic of the section chosen when placing the Advertisement.

3.4. The Advertisements shall comply with the requirements of the User Agreement imposed on the Content placed on the Website.

3.5. The Advertisements shall not:

- 3.5.1. Contain inappropriate comparisons of the advertised product (service, work) with the goods (works, services) in circulation that are produced by other manufacturers or sold by other sellers;
- 3.5.2. Discredit the dignity or business reputation of a person, including a competitor;
- 3.5.3. Be an act of unfair competition in accordance with the antimonopoly legislation;
- 3.5.4. Promote unlawful acts;
- 3.5.5. Call to violence or cruelty;
- 3.5.6. Contribute to negative treatment of the persons, who do not use the advertised products, or condemn such persons;
- 3.5.7. Contain information of pornographic nature;
- 3.5.8. Be made using foreign words and expressions that may lead to a distortion of the meaning of information;
- 3.5.9. Contain abusive words, obscene and offensive images, comparisons or expressions, including with regard to gender, race, nationality, profession, social category, age, language of a person and citizen, official state symbols (flags, coats of arms), hymns), religious symbols, objects of cultural heritage (monuments of history and culture) of the peoples of the Russian Federation, as well as objects of cultural heritage included in the World Heritage List.
- 3.5.10. Have an indication that the advertised object is approved by public authorities or local authorities or their officials;
- 3.5.11. Demonstrate the processes of smoking or consumption of alcoholic products;
- 3.5.12. Use the image of medical or pharmaceutical workers, except for such use in advertising of medical services, or personal hygiene products;
- 3.5.13. Contain an indication that the advertised goods are manufactured using human embryonic tissues;
- 3.5.14. Contain false information about the advantages of the advertised goods in comparison to the goods in circulation that are produced by other manufacturers or are sold by other sellers;
- 3.5.15. Contain false information on the method and date of manufacture, purpose, consumer properties, the conditions of use of the goods, the place of its origin, the availability of a certificate of conformity, conformity marks and marks of circulation on the market, service life, expiration dates of the goods;
- 3.5.16. Contain false information about the range and the packaging arrangement of the goods, as well as about the possibility of acquiring them in a certain place or during a certain period;
- 3.5.17. Contain false information about the price or cost of the goods, the payment procedure, the amount of discounts, tariffs and other conditions for the purchase of goods;
- 3.5.18. Contain false information about the terms of delivery, exchange, repair or maintenance of the goods;
- 3.5.19. Contain false information about warranty obligations of the manufacturer or seller of the goods;
- 3.5.20. Contain false information about exclusive rights to the results of intellectual activity and equivalent means of individualization of a legal entity, means of individualization of goods;
- 3.5.21. Contain false information about the rights to use official state symbols (flags, coats of arms, hymns) and symbols of international organizations;
- 3.5.22. Contain false information about official or public recognition, receipt of medals, prizes, diplomas or other awards;

- 3.5.23. Contain false information about recommendations of individuals or legal entities regarding the advertised object or about its approval by individuals or legal entities;
  - 3.5.24. Contain false information about the results of research and testing;
  - 3.5.25. Contain false information about granting of additional rights or benefits to the purchaser of the advertised product;
  - 3.5.26. Contain false information about the actual volume of demand for the advertised or other goods;
  - 3.5.27. Contain false information about the volume of production or sale of the advertised or other goods;
  - 3.5.28. Contain false information about the source of information, which is subject to disclosure in accordance with federal laws;
  - 3.5.29. Contain false information about the manufacturer or the seller of the advertised product.
- 3.6. It is not allowed to advertise goods or services (works) prohibited by the Federal Law on Advertising, as well as other regulatory legal acts acting in the territory of the Russian Federation.
- 3.7. The goods restricted under the Federal Law on Advertising shall be advertised in full compliance with the specified restrictions. It is prohibited to distribute advertising in violation of such restrictions.

#### **4. Responsibility**

- 4.1. The User posting the Advertisement shall be personally responsible for the content of such an Advertisement. TOP CAT shall not be responsible for the content of the Advertisements posted by the Users.
- 4.2. The Advertisement contradicting the requirements of this Agreement may be deleted by the decision of TOP CAT. The User who has posted the Advertisement contradicting the terms and provisions of this Agreement may be restricted access to the functionality of the Website and the User Account.
- 4.3. The User Account of the User, who has committed such violations, may be deleted for repeated or flagrant violations by the User of this Agreement.

#### **5. Final Provisions**

- 5.1. The Functionality and the possibility to post an Advertisement are provided “as they are”. TOP CAT does not guarantee that the specified functionality will fully correspond to the expectations and needs of the User.
- 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 User 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. The contract concluded between the User and TOP CAT under the terms and conditions of this Agreement shall be valid since the User expresses his intention to conclude this Agreement through his/her actions and until one of the Parties decides to terminate such a contract, or until fulfillment by the Parties of their obligations hereunder.
- 5.5. TOP CAT shall have the right to amend this 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 follows from the text of the Agreement. If the User 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 User shall immediately stop using the Website. The current version of the Agreement is published on the Website at: <http://en.top-cat.org/articles/ads-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 a contract under the terms and conditions of this Agreement may be concluded by any Users, including those residing outside the Russian Federation, Users-residents of foreign countries and stateless persons shall conclude a contract under the terms and conditions of this Agreement only if they have fully accepted the terms and conditions hereof. If the provisions of this Agreement establish an order, which 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 applying the provisions of this Agreement will be recognized an abuse of right. If the User does not agree with the provisions of this clause, he/she shall refrain from concluding a contract under the terms and conditions of this Agreement. Any disputes with Users - 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.**