

## **Agreement with the Photographer**

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

1.1. This Agreement is a legally binding agreement between ANIMAL SERVICE and the Photographer, which is concluded by the Photographer's decision through his/her indicative actions in the form of placing photos on the Website, creation of photo albums on the Website, or in the form of registration of a User in the status of a Photographer.

1.2. The agreement is part of the User Agreement; terms and definitions used in this Agreement shall be interpreted in the meaning specified in the User Agreement. The following terms are used in this Agreement:

1.2.1. Photo means a file in the form of an image obtained with the help of various ways of implementing the photographic process.

1.2.2. Uploading means the fact of transferring photos from the Photographer to ANIMAL SERVICE under the terms and conditions of this Agreement by posting such Photos on the Website.

1.3. All the uploadable Photos are publicly available, and any visitor of the Website can get acquainted with such Photos.

1.4. All the Photos uploaded by the Photographer are provided to ANIMAL SERVICE under the terms and conditions of a simple non-exclusive perpetual royalty-free worldwide license. ANIMAL

SERVICE receives the right from the Photographer to use of the Photos in any way, which is known now or may be invented in the future, including, copying, publication, storage, etc.

1.5. The Photographer accepts the terms of placing the Photos on the Website, under which the Photos can be copied from the Website by any visitor or User; ANIMAL SERVICE does not provide any technical mechanisms protecting the Photos from illegal or unauthorized copying from the Website.

1.6. In case of any discrepancy between the provisions of this Agreements and the User Agreement, the provisions of this Agreement shall prevail.

1.7. ANIMAL SERVICE receives the right from the Photographer to use the Photos for commercial and advertising purposes without any fee payable to the Photographer.

1.8. ANIMAL SERVICE shall have the right to delete the uploaded Photos if this is needed to reduce the load on the computation capacities of the Website.

### **2. Rights and obligations of the Photographer.**

2.1. The Photographer may:

2.1.1. Enter and edit his/her contact information contained in the Photographer Account.

2.1.2. 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.

2.2. The Photographer shall:

2.2.1. Before starting to exercise the Photographer'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 Photographer.

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

2.2.3. Refrain from any actions damaging the goodwill of ANIMAL SERVICE or the reputation of the Website.

2.2.4. Not use Personal Information of other Users in any way, except for those actions that are expressly permitted by this Agreement. In particular, the Photographer may not collect, publish, or otherwise distribute personal information of other Users, to which the Photographer 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.

2.2.5. Compensate ANIMAL SERVICE for any damage incurred in connection with provision to ANIMAL SERVICE of any false information, as well as in connection with invalidity of the guarantees and representations specified in this Agreement.

2.3. The Photographer may not:

2.3.1. Place any materials that are prohibited by the User Agreement and the legislation of the Russian Federation.

2.3.2. 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. The Photographer guarantees that:

2.4.1. He/she has the copyright and the exclusive right to the uploadable photos.

2.4.2. He/she has all the necessary consents and permissions to use the Photos in any way (including through posting them on the Internet), including placement of the Photos containing images of people.

2.4.3. He/she has all the necessary permits and consents of co-authors, if the Photos have been taken by the Photographer with co-authors.

2.4.4. He/she has all the necessary powers, if the Photographer is a representative of a legal entity.

2.4.5. The Photos uploaded to the Website do not contain any malicious software, and do not contain any other elements that can be used or designed to remove, modify, damage the Website, or the equipment of ANIMAL SERVICE and other Users.

2.4.6. The uploadable Photos do not violate copyrights and related rights, exclusive rights, as well as personal non-property rights of third parties.

### **3. Receipt and termination of the status of a Photographer.**

3.1. The User may get registered on the Website as a Photographer voluntary and freely.

3.2. The User may obtain the status of a Photographer by performing actions connected with posting Photos on the Website. Any individual who takes photos at a cat show, information about which is available on the Website, can place such Photos, and thus obtain the status of a Photographer.

3.3. The status of a Photographer can be terminated by the User's decision. To do this, the User shall send a corresponding application to the following e-mail address: support@top-cat.org. After checking the User's powers, ANIMAL SERVICE will make a decision on the received application, and information about the User will be deleted from the list of Photographers. However, the Photos placed by the User in the status of a Photographer will be preserved on the pages of the Website devoted to the cat show, to which the Photos are devoted. This page will also retain information about the author of these Photos.

3.4. The status of a Photographer can be terminated at the initiative of ANIMAL SERVICE if the Photographer violates the provisions of this Agreement or other documents acting on the Website and related to the relationships between the Photographer and ANIMAL SERVICE.

### **4. Responsibility.**

4.1. ANIMAL SERVICE shall not be responsible for copying, saving and other actions performed by Users and visitors of the Website in connection with the Photos placed by the Photographer on the Website, as well as for any damage caused by such actions.

4.2. The Photographer is personally responsible for any actions. If the Photographer violates the provisions of this Agreement, ANIMAL SERVICE shall have the right to permanently or temporarily restrict access to his/her User Account.

4.3. The Photographer 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. ANIMAL SERVICE shall not be responsible for temporary malfunctions in the work of the Website, as well as for temporary impossibility of the Photographer to upload Photos to the Website.

4.5. ANIMAL SERVICE does not guarantee the safety of the Photos uploaded by the Photographer to the Website, and shall not be responsible for their deletion.

## **5. Final provisions.**

5.1. The functionality and the possibilities to upload the Photos are provided “as they are”. ANIMAL SERVICE does not guarantee that the specified functionality will fully correspond to the expectations and needs of the Photographer.

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. In case of any dispute or disagreement arising out of the relationships between the Photographer and ANIMAL SERVICE 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 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 Photographer and ANIMAL SERVICE under the terms and conditions of this Agreement shall be effective since the moment when the Photographer 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 Photographer, and by terminating the Website or the Rating by ANIMAL SERVICE.

5.5. ANIMAL SERVICE shall have the right to amend this Agreement without any prior or subsequent notice to the Photographer. 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 Photographer continues to use the Website by posting the Photos after introducing changes to the Agreement, he/she thus expresses his/her knowledge and complete agreement with its provisions. The relationships between the Parties that arose before the new version of the Agreement shall be regulated by that version of the Agreement that was valid at that time. In case of disagreement, the Photographer shall immediately stop using the Website. The current version of the Agreement is published on the Website at: <http://ru.topcat.org/articles/photographer-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. Taking into account that the services provided to the Photographer are free of charge, the provisions of the legislation on the protection of consumers' rights shall not apply to the relationships between the parties.

5.9. Given that the status of a Photographer 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 Photographer 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 Photographer's national legislation, the provisions of this Agreement shall apply. Any attempts by the Photographer to change the procedure for applying the provisions of this Agreement will be recognized an abuse of right. If the Photographer does not agree with the provisions of this clause, he/she shall refrain from obtaining the status of a Photographer. Any disputes with Photographers - 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.