

THIS DOCUMENT IS A PUBLIC OFFER

**CONTRACT
Access
to the Content and Services of the Website**

Introduction

This Contract is an official public offer and shall define terms and conditions of access to the Content and Services on the Website at the address: **www.tophorseclub.com**, (hereinafter the Website) for the visitors and Users of the Website.

By filling out registration forms on the Website, and making payment or otherwise getting access to the Website, the User hereby confirms that he has read all essential rules, terms and conditions for using the Website, including the following documents:

- This Contract;
- Terms of Use;
- Consent to the Processing of Personal Data;
- Tariffs.

Place of implementation: St. Petersburg, Russia.

The date of conclusions the date when the Customer (or on behalf of the Customer) makes a payment or otherwise acquires access to the Website.

Contractor:

Gulam (surname)

Kristina (name)

Akhmadovna (middle name),

acting as a Private Entrepreneur under the legislation of Russia, a citizen of Russia,

Tax Identification Number INN 781304532016

Primary State Registration Number of Private Entrepreneur OGRNIP 320784700014992

hereinafter referred to as the **Contractor**,

offers to conclude and fulfill this Contract with the Customer.

Customer:

The Customer is the User of the Website, identified by registration data filled out to get the Account (registration record), who became a party to the Contract by making a payment or otherwise acquired access to the Website.

Terms and Definitions

The terms used in the Contract shall have the following meanings (unless otherwise mentioned or arises directly from the Contract):

Contractor means the owner of the Website and its representatives who provide the Customer with access to the Website, its Content and Services under this Contract;

User means any private or corporate person that visited the Website and browsed through its Content and/or used its Services (regardless of being a party to payment agreements, having an Account, filling out Registration Forms);

Customer means the User of the Website, identified by registration data filled out in the Account (registration record), who became a party to the Contract by making a payment according to the Tariff or otherwise getting to access to the Website

Account means a registration record on the Website that contains essential information about the User, the Tariffs paid, the Services used, and other relevant data of the User aimed to identify the latter and getting access to the Website and its Services (synonyms - registration record);

Content means information and multimedia content of the Website, text and audiovisual materials of the Customer, the Users and the third parties posted on the Website.

Form means the Services offered on the Website for filling out the User's data;

Registration Form means a form for the User to fill out data about the User or third parties in whose interests the User acts, in order to get access the Account and edit it;

Service means a package of electronic services, as well as terms and conditions of the services' delivery that the User can get to use the Website and its Content;

Subscription means a fee-based access to the Website, Services, Content provided by the Contractor to the Customer upon selection of the latter (or by another way of purchasing access) according to the Tariffs during the purchased period of time.

Tariff means the price for a package of Services along with terms and conditions of a fee-based access to the Website selected by the Customer.

Website means a data and services resource of the Contractor located at the address: www.tophorseclub.com, consistent of a combination of Content, Services and utilities to operate the Website.

1. Subject of the Contract

1.1. The Customer shall pay or otherwise purchase, and the Contractor shall provide access to the Website, its Content and Services, in accordance with the Tariff purchased.

1.2. Payment or other purchase of access to the Website shall mean that the Customer has fully agreed with the terms and conditions of the Contract (accepted the public offer). Partial acceptance or counter-offers are not allowed.

1.3. The terms of payment, cost, period of access to the Website, specifications of the Content and Services provided shall be determined by the Tariff selected by the Customer. Basic terms and conditions of the Tariffs may be learned from the Website before the Tariff selection, full terms and conditions shall be determined by the Contract and its annexes.

1.4. The Contract shall be unlimitedly prolonged for a new period by default on the same basic terms and conditions (auto-prolongation); no additional Consent of the parties to the Contract for its auto-prolongation is required.

1.5. The Contractor unilaterally has the right to make amendments and additions to the Contract and the Tariffs, which shall be posted on the Website and applied from the date mentioned therein. The amendments shall not establish conditions to the Customer worse compared to previously accepted conditions with considering the accessible Content and Services.

1.6. Any amendments to the Contract and Tariffs causing increase in Tariffs, change of payment terms, or worsen conditions of the Customer compared to previously accepted conditions considering the amount of the accessible Content and Services, shall require the Customer's confirmation. Confirmation to amendments is deemed to be given by default when the Customer agrees to pay for (purchase) under the new conditions, or directly confirms the amendments by filling out a Form or clicking on the Form of notice (click-wrap).

1.7. The User shall personally read the terms and conditions of the Contract and regularly (at least once a month) monitor its amendments on the Website.

2. Payment, Access, Refund

2.1. Amounts and periods of payment shall be determined by the Tariff selected by the Customer.

2.2. The time and date of payment shall be the time and date when the money arrive to the Contractor's Account.

2.3. Before payment has been made, the Customer shall give the Contractor a valid e-mail address for sending a receipt of payment.

2.4. Any commissions of third parties related to payment and refund, as well as fiscal and customs obligations (if any) shall be paid by the Customer. The Contractor shall receive the sum of money not less than the sum prescribed by the selected Tariff.

2.5. **Payment methods** shall be selected by the Customer from those offered on the Website:

2.5.1. Non-cash payment by bank transfer against the invoice issued by the Contractor.

2.5.2. Other methods of non-cash payment by bank cards and through electronic payment systems, which can be accessed through the Website.

2.5.3. The Website uses third-party non-cash and electronic payment services owned by third parties. The Contractor shall not be liable for operations of non-cash and electronic payment services of third parties. When redirected from the Website to a third-party non-cash and electronic payment Services, the Customer should carefully read terms and conditions of their use, verify their validity and personally take measures to secure the payments.

2.6. **Subscription.** Unless otherwise mentioned in the Tariff, the payment shall be made based on the principle of «Subscription» for a certain period in the manner described in this clause and its sub-clauses.

2.6.1. The Subscription period shall be a calendar month, which is treated as the interval from the date (including) of joining this Contract (the date of initial access purchase), till the same date of the next calendar month (excluding). *For example, the initial payment was made to activate the Contract on March 5, so the period of paid access to the Website shall last from March 5 (including) to April 5 (excluding), unless otherwise described in the Tariff.*

2.6.2. By default, the Website uses automatic monthly payment (auto payment) for access to the Website under the Tariff. The Customer can make payments in manual (non- automatic) mode, if it is allowed by the Tariff.

2.6.3. Payments under the Tariff in the automatic monthly mode (auto payment) shall be transferred from the Customer's Account to the Contractor's Account every month on the day preceding the first day of the new access period. If it is a non-Banking day and the payment cannot be made, the money shall be debited on the last Banking day preceding the last day for payment. *For example: the Contract was initiated on March 5, the date of next payment shall be not later than April 4 to get access to the Website under the Tariff from April 5 (including) to May 5*

(excluding). If April 4 is a non-Banking day (Sunday), the payment shall be made no later than April 2 (Friday, the previous Banking day).

2.6.4. In case the next payment has not been received from the Customer, access to the Website under the Tariff shall be suspended until the payment is made. In this case, the lost days of access during the no-payment period shall not be restored and shall be included in the payment. *For example: the initial payment of the Contract was on March 5, the date of the next payment is not later than April 4. In case the Customer has not received payment for access from April 5 (including) to May 5 (excluding) until April 4, access to the Website under the Tariff shall be suspended. If the Customer makes full payment for the month on April 10, the payment shall count the period from April 5 (including) to May 5 (excluding), as if the payment made in proper time, the days of access to the Website under the Tariff lost by the Customer from 5 to 9 April (including) shall not be restored, unless otherwise mentioned in the Tariff.* This principle corresponds with Subscription principle, which considers discounts included in the Tariff and offered to regular Subscription purchasers in return for compliance with payment schedule.

2.7. Refund.

2.7.1. Upon request of the Customer, the payment made hereunder for access to the Website in the period which has not yet begun, shall be subject to return.

2.7.2. In case the Customer himself initiates the Contract premature termination, payment for access to the Website in the period which has already begun shall not be subject to return. Access to the Website under the Tariff shall be maintained until the end of the paid period, unless the Customer refuses the access. *For example, the next payment is made on April 5, for the access period under the Tariff from April 5 (including) to May 5 (excluding). In case the Customer himself initiates the Contract premature termination on April 10, the Customer shall retain access to the Website until the end of the paid period, and payment for the period until May 5 (not excluding) shall not be subject to return, including the case when the Customer deletes his Account or otherwise terminates access to the Website under the Tariff.*

2.7.3. By default, the payment shall be refunded to the same details (the same account) from which it was received. If it is not possible to refund the payment to the existing details due to circumstances beyond the control of the Contractor, the refund shall be suspended until the Customer directly sends new valid details for the refund.

2.8. Other ways of getting access to the Website.

Access to the Website, including under Tariffs or special Tariffs, can be purchased otherwise than by payment. Such ways include promo codes, coupons, promotions that give access to the Website under standard or special terms and conditions of the Tariffs. The Customer who got access to the Website in a different way but the payment shall have all rights of the Customer, except for the rights and obligations directly arising from the payment.

A non-monetary form of getting access to the Website shall not create material benefits for the Parties.

3. Account

3.1. Account means a registration record on the Website that contains essential information about the User, the Tariffs paid, the Services used, and other relevant data of the User aimed to identify the latter and for the access to the Website and its Services.

3.2. The structure of the Account shall be determined by the Contractor. Boxes (for data), marked as mandatory, must be filled in by the User, otherwise the Contractor shall not be liable for correct work and has the right to block the Account or certain Services in it.

3.3. The Account shall be created and filled out by the User, through the built-in Services of the Website, by filling out Registration Forms.

3.4. The Account shall be managed and its content shall be changed through the Client Area (a package of Services for managing the Account).

3.5. The User has the right to close (cancel) the Account at his own discretion at any time. After the Account has been closed (cancelled), access to the Account shall be terminated. All data in the Account, by default, shall be transferred to the archive and stored indefinitely with no access by third parties, except under the written Consent of the User or by legal obligations (*ipso jure*). The User has the right to claim for total removal of his personal data from the archive, for which he must send a written application to the Contractor. The data the Contractor needs for Accounting and fiscal reporting cannot be deleted in any case.

3.6. The Account can be accessed:

3.6.1. By using the Account name (Username, Login) and Password (Password) selected by the User. The User's e-mail address or other identifier can be used as a Login.

3.6.2. By using the User's e-mail (including for restoration of access to the Account).

3.6.3. By using Accounts (registration data) of the User in popular social media on the Internet.

3.6.4. In other ways, if provided on the Website.

3.7. The User shall be liable and take measures to secure the Login, Password, and other means of access to the Account.

3.8. Unless in approved case of his direct fault, the Contractor shall not be liable for:

3.8.1. The User's loss of data necessary to access the Account;

3.8.2. The User's entering false or distorted data into the Account, regardless of the motives and purposes of such distortion.

- 3.8.3. The third parties' access to the Account, if such persons got access to the Account by using standard means of access provided by this document (in this case fault or negligence of the Customer are presumed).
- 3.8.4. The third parties' access to the Account as a result of malicious or delict actions (hacking, cyber-attack, data leakage, etc.)
- 3.8.5. The third parties' access to the Account by legal obligations (*ipso jure*).
- 3.8.6. Failure of access to the Account as a result of technical problems.
- 3.8.7. In all cases the fault of the Contractor shall not be deemed as a presumption and shall require be proven.
- 3.9. One Account allows the User to assign no more than 3 (three) technical devices to access the Website, unless otherwise provided by the Tariff.

4. Rights and Obligations of the Parties

- 4.1. The Customer has the rights to:
 - 4.1.1. Use all features of the Website, Content and Services under the paid Tariffs.
 - 4.1.2. Edit and adjusts Account data.
 - 4.1.3. Purchase and change Tariffs according to the terms and conditions.
 - 4.1.4. Delete the Account (the Account data shall be transferred to the archive). Request deletion of the Account data from the archive by sending the deleting application to the email address of the Contractor's client service from the Client's email address as registered in the Account, under the application the Contractor shall delete the Account data within 30 (thirty) days.
- 4.2. The Customer shall:
 - 4.2.1. Comply with the Terms of Use, which shall be an integral part of the Contract.
 - 4.2.2. Comply with international and national laws, generally accepted policy of good faith and mutual respect when using the Website.
 - 4.2.3. Pay for access to the Website the Tariff in time under.
 - 4.2.4. Fill out correct data in the Forms required to access the Website.
 - 4.2.5. Use the Website, Services, Content for personal or family non-commercial purposes only.
- 4.3. The Customer shall NOT:
 - 4.3.1. Create the Account and get access to the Website for the purpose of sale and/or other assignment of the Account to a third party. In case the Account and/or access to the Website is assigned to a third party, the Customer shall be liable to the Contractor for any actions of a third party on the Website, and to a third party, as well.
 - 4.3.2. Distribute, broadcast, copy, otherwise use the Website, Content, Services, data of the Website Users for benefit of third parties.
 - 4.3.3. Violate exclusive rights to intellectual property of the Contractor, which by default means the whole Website, Content, Services, User data, Customers database, the concept of the Website, production and marketing methods used by the Contractor, and any other information received by the User on the Website. If case of any doubt with regard to what shall be considered as the Contractor's intellectual property, the User is recommended to contact the Contractor and refrain from any without the written Consent of the Contractor.
- 4.4. The Contractor shall have a right to:
 - 4.4.1. Demand that the Customer shall comply with the Contract and other binding rules.
 - 4.4.2. Receive payment from the Customer under the terms and conditions hereof under the selected Tariff.
 - 4.4.3. Place advertising and/or other information in any section of the Website, set up advertising information into the Website Content.
 - 4.4.4. Unilaterally make amendments and additions to the Contract and the Tariffs, which shall be posted on the Website and applied from the date mentioned therein. The amendments shall not establish conditions to the Customer worse compared to previously accepted conditions with considering the accessible Content and Services.
 - 4.4.5. Terminate access to the Website and block the Account in case there are signs that the Customer has seriously violated the terms and conditions of the Contract and other mandatory conditions for using the Website. Preliminary notice to the Customer shall not be mandatory and shall be sent at the sole discretion of the Contractor.
- 4.5. The Contractor shall:
 - 4.5.1. Comply with the Terms of Use, which shall be an integral part of the Contract, and the rules for processing of Users' personal data.
 - 4.5.2. Give the Customer access to the Website, Content, Services on the terms and conditions of the Contract and the selected Tariff.
 - 4.5.3. Upon request of the User and in the manner prescribed hereby, fix defects in operation of the Website, restore the User's access to the Account, block the Account and delete the User's data.
- 4.6. The Contractor shall NOT:
 - 4.6.1. Make amendments to the Agreement and Tariffs to increase the price of the Tariffs, change payment terms, establish conditions to the Customer worse compared to previously accepted conditions considering the amount of the accessible Content and Services without the Customer's confirmation. Confirmation to amendments is deemed to be given by default when the Customer agrees to pay for (purchase) under the new conditions, or directly confirms the amendments by filling out a Form or clicking on the Form of notice (click-wrap).

5. Liability

5.1. For violation of the terms and conditions of the Contract and other mandatory rules when using the Website, the Customers shall be liable under the laws of the Russian Federation. At the sole discretion of the Contractor, the Customer may also be subject to liability under legislation of his residential jurisdiction or jurisdiction according to the place of delict committed as an alternative to the legislation of the Russian Federation.

5.2. The Customer acknowledges and agrees that any actions performed using authentication data (Login and Password) in the Account (Client Area) shall result in legal consequences as if the Customer used its personal signature and shall be deemed as an equivalent of using the Customer's electronic signature.

5.3. In case the User (Customer) intentionally or inadvertently distributed, broadcasted, copied, or otherwise created possibility of using or accessing the Website, Content, Services, intellectual property of the Contractor by third parties who did not pay for access, the User (Customer) shall reimburse the Contractor for the cost of such access or use; the reimbursement shall be the cost under the Contractor's Tariffs multiplied by the number of third parties who received such unauthorized access. In order to determine the number of persons who received unauthorized access, the Contractor has the right to use the concept "at least the number of persons", determining it with a sufficient degree of probability. In case it is impossible to determine the number of persons who received access, the Customer shall pay a penalty in a fixed amount of **1,000,000 rubles** (One million rubles).

5.4. The Contractor shall not guarantee absence of problems and errors in operation of the Website and shall not be liable for their occurrence, except in case of **direct deliberate harm** to the User caused by actions of the Contractor.

5.5. Under no circumstances shall the Contractor be liable to the User or for any third parties for any direct, indirect, unintentional damage, including profits loss or data loss, damage to honor, dignity or business reputation caused by the use of the Website or intellectual property objects posted thereon. In any case, the Parties agree that the reimbursed amount to the User and third parties as a result of any violations related to the use of the Website shall not exceed 1000 (one thousand) rubles.

5.6. Force Majeure. Neither Party shall be liable for full or partial default of their obligations hereunder, if it was caused by majeure circumstances. The party affected by force majeure shall immediately notify the other party in writing about the onset, expected duration and termination of such circumstances. Failed or delayed notice shall deprive the Parties of the right to refer to force majeure as a reason for release from the liability for defaulted obligations.

5.7. All the skills and techniques demonstrated on the Website require professional knowledge and skills. Do not try to repeat them yourself without the help of professionals. Always use all reasonable security measures. Many of the skills and techniques demonstrated on the Website are individual, depend on the performers and circumstances, and not in all cases they may be repeated. The Contractor is not responsible for the consequences of repeating the skills and techniques demonstrated on the Website. We strongly recommend you to train only when accompanied by a professional instructor.

6. Disputes Resolution Procedure

6.1. The law and jurisdiction shall apply to disputes under the Contract in accordance with place of Contract specified. Separately, fiscal disputes shall be subjected to the law and jurisdiction of the taxpayer's fiscal residency.

6.2. Without derogating from the generality of the foregoing, the Contractor at his sole discretion has a right to choose the applicable law, jurisdiction and judicial court, regardless of which of the parties is the initiator of the dispute and the appeal to the court.

6.3. Disputes shall be resolved in compliance with a mandatory pre-trial reclamation procedure. The claim response period shall be 15 days.

6.4. If unresolved dispute (except fiscal disputes) shall be subject for a court trial held under contractual jurisdiction in:

6.4.1. Vyborgsky District Court of St. Petersburg, Russia (general jurisdiction) – for the disputes involving at least one non-commercial individual as party;

6.4.2. Arbitration Court of St. Petersburg and Leningrad Region, St. Petersburg, Russia – for the disputes involving corporations (organizations) and commercial individuals as parties.

7. Termination of the Contract

7.1. The Contract shall terminate at the end of its validity period, if the term is mentioned in the Contract directly or arises from the terms of the Tariff directly.

7.2. Payment or continued use of the Website by the Customer for a new access period, including payment or use by default, or absence of the Customer's actions in the Account directly aimed at terminating the Contract shall be deemed as the Customer's consent to extend the Agreement for a new period or for an indefinite period, depending on the terms of the Tariff.

7.3. The Contract may be terminated at any time by Agreement of the parties.

7.4. Unilateral premature non-judicial termination of the Contract can only be made in case and order directly mentioned in the Contract, otherwise the judicial procedure for Contract termination shall apply.

7.5. The **Customer** has the right to unilateral premature non-judicial termination of the Contract by sending a notice to the Contractor before a new period of paid access to the Website starts, only by using special Forms provided by the Website. Only if it is technically impossible to use the Forms, the Customer has the right to send a notice of termination to the e-mail address of the Contractor's customer's service from the Customer's e-mail as registered in

the Account. The notice shall specify details of the Account and the date of termination, the notice shall be sent no later than 10 days before the new period of paid access to the Website has started.

7.6. The Contractor has the right to unilateral premature non-judicial termination of the Contract, to terminate access to the Website and block the Account in case there are signs that the Customer has significantly violated the terms and conditions of the Contract and other mandatory conditions for using the Website. Preliminary notice to the Customer shall not be mandatory and shall be sent at the sole discretion of the Contractor. Essential violations shall include:

7.6.1. Payment delayed for more than 10 days after the new period of access to the Website has started.

7.6.2. No User activity in the Account for more than 1 year.

7.6.3. Any attempts to disrupt operation of the Website, bypass or hack the security systems of the Website, distribution of malicious software, recording deliberately false information about the User in the Account, copying, transfer or distortion of User data, illegal or unauthorized distribution, broadcast, copying or otherwise use or access to the Website, Content, Services, intellectual property of the Contractor, any other actions against the law, generally accepted rules and norms of responsible behavior, including actions that may harm or pose a threat of harm to the Website, the Contractor, Users and third parties.

8. Validity Terms of the Contract. Miscellaneous

8.1. The Contract shall come into force and effect as soon as the Customer accepts this public offer, by making a payment or using another way to get access to the Website.

8.2. The Contract shall be valid for an unlimited period, unless otherwise mentioned in the Tariff.

8.3. Upon termination of the Contract, some of its clauses shall remain valid until the parties have discharged of their obligations.

8.4. The language of the Contract shall be the language selected by the User in the Registration Form when selecting the Tariff, terms and conditions. For disputes and courts in the Russian Federation, the Russian text of the Contract shall apply.

8.5. The electronic text of the Contract on the Website, with all amendments and additions shall have a legal force of the original of the Contract.

9. Applications

9.1. Terms of Use.

9.2. Consent to Processing of Personal Data.

9.3. Tariffs.

10. Details of the Contractor

Gulam (surname)

Kristina (name)

Akhmadovna (middle name),

acting as an Private Entrepreneur under the legislation of Russia, a citizen of Russia,

Primary State Registration Number of Private Entrepreneur OGRNIP 320784700014992

Tax Identification Number INN/Tax Registration Reason Code KPP 781304532016

Registration address: Krestovskiy prospect 15-4, RUSSIA, St. Petersburg,

Customer Service Phone (911) 2755768

Email: kristinagulam1726@gmail.com

Bank details

For payments made to the Bank located in Russia:

Bank: branch St. Petersburg in «ALFA-BANK» JSC

BIC: 044030786

Bank correspondent Account: 30101810600000000786

Beneficiary Account: 40802810832410002811

Beneficiary: **Private Entrepreneur Gulam K.A., INN 781304532016**

(for foreign payers, record the name in English)

For payments from a bank outside the Russian Federation:

Bank: Joint Stock Company «ALFA-BANK»

Bank address: 27 Kalanchevskaya str., Moscow, 107078

SWIFT: ALFARUMM