

PUBLIC TERMS

TERMS OF USE

Introduction

Present Terms of Use (hereinafter referred to as the «**Terms of Use**») shall govern relationship between the User and the owner of the Website at www.tophorseclub.com and provide rules and restrictions related to the use of the Website, Content and Website Services.

Terms of Use is a public (official) offer; any User of the Website confirms that he (she) accepts and shall follow Terms of Use (regardless of registration, Account available or Services purchasing); otherwise the User must immediately stop using and leave the Website.

By visiting the Website, reading its Content and using the Website, filling out Forms and Registration Forms on the Website, by making payment or otherwise obtaining 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:

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

Place of implementation considered for access to the Website: St. Petersburg, Russia.

Website Owner (Contractor):

Gulam (surname)
Kristina (name)
Akhmadovna (middle name),
acting as an 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**

Terms and Definitions

The terms used hereby in Terms and Conditions shall have the following meanings (unless otherwise mentioned or arises directly from the Terms and Conditions):

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 read 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 to get the Account (registration record), who became a party to the «Contract Access to the Content and Services of the Website (public offer)» by making a payment according to the Tariff or otherwise getting 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.

Promo code means a unique alphanumeric access code distributed by the Contractor and/or a third party for advertising and/or marketing purposes that allows the User to purchase a Subscription/access to the Website for a certain period. The Promo code may be issued both in electronic form (in an e-mail, file, etc.), and in a hard copy (on printing products, plastic cards, etc.).

Registration Form means a form for the User to fill out data about the User or third persons 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. General Terms and Conditions

1.1. Any interaction with Website, its Content, Services, User's materials, intellectual property and other components shall be subjected to the legislation of Russian Federation and Terms of Use.

1.2. The Terms of Use is a public irrevocable offer. The User can use and access the Website only under the terms of Terms and Conditions. Any use of the Website, Content, Services, registration on the Website, payment for Services and Account creation is deemed complete and undisputed acceptance of this public offer.

1.3. The Contractor unilaterally has the right to make amendments and additions to the Terms of Use and the Tariffs, which shall be posted on the Website and applied from the date mentioned therein. The User shall personally read the Terms of Use and all other documents determining the use of the Website.

1.4. The User shall use the Website only for personal non-commercial purposes, comply with the Terms of Use and other rules for using the Website, refrain from violating the rights and legitimate interests of the Contractor and/or other Users and/or Content owners.

1.5. The Contractor considers stable, full-functional interaction with the Website only using those devices, applications, operating systems for compatibility with which the Website was tested. The Contractor does not guarantee stable, full-functional interaction with the Website using other devices, applications, operating systems. The User hereby acknowledges and agrees that it will be the User's liability in case of access to the Website and Content using devices with unlicensed, unofficial, hacked software, operating systems, hardware and software tools, and in this case the Contractor does not guarantee functioning of the Website. If the User fails to comply with this clause, the money paid for the Subscription shall not be returned; The Contractor shall not be liable for the User's failure to comply with this clause or delayed awareness hereof.

2. Intellectual Property

2.1. Copyright and all exclusive rights to the Website, Content, Services and all intellectual property, both in total and in parts created for the Website or while using it, by default are considered to be the Contractor's property from the moment they have been created, regardless of whether they were created by third parties or by collective efforts on the Website.

2.2. The Contractor is deemed to be the owner of exclusive rights to the results of the User's Work on the Website or intellectual deliverables created in connection therewith at his own discretion without notifying the User or other persons.

2.3. Without the written Consent of the Contractor the User and any other persons other than the Contractor are not allowed to:

- Use personally, assign to third parties or otherwise dispose of intellectual property (objects of intellectual property) or their elements created (generated) or available on the Website or in connection to it, without direct written Consent of the Contractor;

- Modify (process, alter) objects or use ideas/principles of the Contractor's intellectual property.

2.4. Any authorized use of the Website, Content, Services, its elements and other intellectual property of the Contractor shall be accompanied by:

- direct link to the Contractor's media resource (the Website);

- the name of the Website and the brand of the Contractor;

- copyright message of the Contractor.

2.5. The User has no right to reproduce, repeat, copy, sell, resell, or use the Website and (or) any parts of the Website Content in any way for any commercial purposes without direct consent of the Contractor.

3. Use of the Website

3.1. The User acknowledges and agrees that the Contractor can delete and/or transfer (without warning) any intellectual deliverables posted on the Website (including Content), at its sole discretion, at any time, for any reason or for no reason, including without any limitations transfer and/or removal of intellectual deliverables.

3.2. When getting access to the Content under the relevant Subscription/Tariff, the User shall not take any action aimed at bypassing the filtration system (used on the Website at the discretion of the Contractor).

3.3. The Contractor uses technical security system to secure the Content on the Website from unauthorized access and use. The User shall not take actions aimed at bypassing, hacking, modifying and/or other actions against security system of the Website. Any actions aimed at bypassing the security system of the Website in order to gain access to the Content shall be deemed as violation of these Terms of Use and the legislation of the country of residence. The User shall be legally and otherwise liable under the applicable legislation of the Russian Federation and the country of residence.

3.4. By registering on the Website, the User agrees to receive informational messages, including advertisements, in any legal way under the current legislation of Russian Federation and in the manner applicable hereto, including

through e-mail and/or phone as recorded for registration. The User also agrees that reporting the phone number and/or e-mail address shall be deemed as the will and intention to receive messages specified above, and the User's consent to receive the messages specified in Terms of Use messages.

3.5. Promo code. The User may get the Subscription/Access to the Website by entering alphanumeric characters in the Promo Code into the Form. The User acknowledges and agrees that in order to activate the Promo Code for the Subscription, the User may be required to give his personal and financial data, including the way of payment for services to the Contractor under the Tariff (bank card, etc.). The Promo Code shall not entitle the User to gain (refund) any money and cannot be exchanged for money. The activated Promo Code shall allow Subscription only to the User of the Account who activated the Promo Code on the Website. The activated Promo Code shall not be subject to re-activation, disposal or assignment to a third party. The promo code has a limited validity period, outside of which it shall be null and void.

3. Account

4.1. 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.

4.2. 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.

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

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

4.5. 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.

4.6. The Account can be accessed:

4.6.1. 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.

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

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

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

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

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

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

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

4.8.3. 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).

4.8.4. The third parties' access to the Account as a result of malicious or delict actions (hacking, cyber-attack, data leakage, etc.)

4.8.5. The third parties' access to the Account by legal obligations (ipso jure).

4.8.6. Failure of access to the Account as a result of technical problems.

4.8.7. In all cases the fault of the Contractor shall not be deemed as a presumption and shall require be proven.

4.9. One Account allows the User to assign no more than 3 (three) technical devices to access the Website, unless otherwise provided by the Tariff.

5. Rights and Obligations of the Parties

5.1. The User has the rights to:

5.1.1. Use all features of the Website, provided that the User has paid for the Traffic and uses the Website under these Terms of Use

5.1.2. Contact the Contractor for solving problems (including technical problems) that arose while using the Website, Services, including troubleshooting, operation, improvement, by sending a letter to the email address of the Contractor's client Service or by filling out special Forms on Website.

5.1.3. 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.

5.2. The User shall:

- 5.2.1. Comply with the Terms of Use, which shall be an integral part of the Contract.
- 5.2.2. Comply with international and national laws, generally accepted policy of good faith and mutual respect when using the Website.
- 5.2.3. Fill out correct information in the Forms required to access the Website.
- 5.2.4. Use the Website, Services, Content for personal or family non-commercial purposes only.
- 5.3. The User 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.
 - 5.3.2. Distribute, broadcast, copy, otherwise use the Website, Content, Services, data of the Website Users for benefit of third parties.
 - 5.3.3. Violate exclusive rights to intellectual property of the Contractor, which by default means the whole Website, Content, Services, User data, Customer base, 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.
 - 5.3.4. Use any hardware, software, procedure, algorithm and method, automatic device or equivalent manual process to access, acquire, copy or track the content of the Website.
 - 5.3.5. Disrupt normal functioning of the Website.
 - 5.3.6. In any way, bypass the navigation structure of the Website to receive or attempt to receive any information, documents and/or materials and/or Content by any means not included in the functional features of this Website.
 - 5.3.7. Get unauthorized access to functions of the Website, any other systems or networks related to the Website, or to any options offered on the Website.
 - 5.3.8. Violate the security or authentication system on the Website and/or the App and/or on any network related to the Website.
 - 5.3.9. Make a reverse search (that is, retrieve the file from the Website as a sample and search it in the sources others than the Website), track or try to track any information about any other User of the Website.
 - 5.3.10. Use the Website and its Content for any purpose against by law, incite any illegal or other actions that violates rights of the Contractor or other persons.
 - 5.3.11. Copy (reproduce) in any form and way the computer software and databases from the Website, including their elements and Content, without prior written Consent of their owner.
 - 5.3.12. Open technology, emulate, decompile, disassemble, decrypt, and perform other similar actions with the Website.
 - 5.3.13. Create software products and/or Services using the Website.
- 5.4. Liability of the User responsibility
 - 5.4.1. The User shall be liable to the Contractor for compliance with the Terms of Use.
 - 5.4.2. The User agrees to reimburse the Contractor for any losses incurred by the latter as a result of the User's work on the Website and/or the User's violation of the Terms of Use and/or rights (including copyright, related, patent, informational rights) of the third parties.
 - 5.4.3. The User hereby confirms that he is legally capable and has reached the age of 18. A person under 18 shall refrain from using the Website without consent of parents, foster parents, guardians, trustees or other legal representatives in accordance with the current legislation of the Russian Federation and the Territory. Under no circumstances shall the User give minors the access to the Account and to the Content prohibited for children, and shall ensure that minors get no access to such content. For clarity, the User agrees that the Contractor is not able to verify the age of the User when the latter accesses the Website, and therefore shall not be liable to the User for access the prohibited Content. Liability for violation of this clause by an person under 18 shall be borne by the parents, foster parents, guardians, trustees or other legal representatives in accordance with the current legislation of the Russian Federation and the Territory. The Contractor shall not be liable if the User under 18 gets access to the Website and/or the Content and/or payment.
 - 5.4.4. The User agrees that the Website administration shall not be liable and shall have no direct or indirect obligations to the User due to any possible or incurred losses or damage associated with any Content of the Website; copyright registration and information about it, goods or services, available on or received through external websites, resources or other contacts of the User, which the latter activated by using the information posted on the Website or the links to external resources.
- 5.5. The Contractor shall have to right to:
 - 5.5.1. At his own discretion determine the Content, structure and view of the Website, permit and restrict access to the Website in accordance with these Terms of Use and the law.
 - 5.5.2. Take decisions related to commercial use of the Website, in particular, placing advertisements on the Website, participating in affiliate programs, providing discounts on the Tariff, etc.
 - 5.5.3. The Contractor has the right to take any actions under the current legislation to prevent unauthorized access to the Website and/or Content, disruption of the Website and other actions that violate the rights and legitimate interests of the Contractor and/or Content Owners.

5.5.4. In case the User violates these Terms of Use, the Contractor has the right to suspend, restrict or terminate the User's access to all or any of sections of the Website unilaterally, block access to use the Website (block authorization and/or IP addresses) for User at any time, with or without preliminary notice, not bearing any liability for any harm that may be caused to the User by such actions (including terminate the Terms of Use agreement by deleting the User's Account from the Website).

5.5.5. Engage any third parties to exercise the rights and obligations under the Terms of Use.

5.5.6. Post advertising and/or other information in any section of the Website, for which the User agrees accepting these Terms of Use.

5.5.7. Establish age restrictions for access to the Content posted on the Website and intended for the audience of a certain age, which means that persons who have not reached the age prescribed by the Contractor shall refrain from accessing or viewing such Content. The Contractor may notify the User about the permitted age by information signs on the Website products or through information messages when the User tries to view Content intended for the audience of a certain age.

5.5.8. The Contractor has the right to inform the User from time to time about promotions of the Website, Website updates and other issues related to development of and changes on the Website. The User has the right to refuse getting such information at any time by clicking the link in the mail-out received. In case the User refuses getting the mail-out, the Contractor shall still have the right to send letters to the User's email address for Password recovery for Registered User access, letters with cash receipts for Subscription payment, messages about Subscription purchases, adjustments in terms, conditions and policies, and other important actions related to the Website. The User cannot refuse getting such messages, since these messages are essential communication with the Contractor.

5.5.9. The Contractor has the right, at his own discretion, to block the User's Personal Area and/or directly the User's Account and/or the ability to perform any actions on the Website in case if the User performs actions in order to:

- Use the Website in violation of the Terms of Use in order to make a profit (regardless of the way of profit gaining from the Website);

- Use the Website for registration of Accounts intended for further resale;

- Otherwise violate terms and conditions of use of the Website prescribed hereby.

5.5.9. The Contractor has the right, at his discretion, to refuse technical support to the User, if the latter was not registered on the Website on its own behalf, did not accept these Terms of Use and got access to the Website by purchasing a Login and Password to from a third party other than the Contractor.

5.6. The Contractor shall:

5.6.1. Ensure current management of sections of the Website.

5.6.2. Unilaterally make amendments and additions to the Terms of Use and the Tariffs, which shall be posted on the Website and applied from the date mentioned therein.

5.6.3. Terminate access to the Website and block the Account in case there are signs that the Customer has essentially violated the terms and conditions of the Terms of Use 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.

5.6.4. The Website may contain links to other resources on the Internet. The User acknowledges and agrees that the Contractor cannot control and shall not be liable for availability of these resources and their content, or for any consequences that may arise from the use of these resources. The User shall be personally liable for using external links and do so at his own responsibility and risk.

5.6.5. The Contractor shall not use the User's data obtained when registering at the Website and/or in connection with the Website, for own purposes, or for purposes other than those mentioned herein, and guarantees non-disclosure of this data. It shall not apply to the cases when the Contractor has to disclose information about the User upon request of state regulatory authorities, law enforcement agencies, or when the Contractor has to disclose such information by law and/or under the User's Consent given herein

6. Liability

6.1. For violation of the terms and conditions of the Contract and other mandatory rules when using the Website, the User shall be liable under the laws of the Russian Federation. At the sole discretion of the Contractor, the User 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.

6.2. The User 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 User's electronic signature.

6.3. 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 User (Customer) shall pay a penalty in a fixed amount of **1,000,000 rubles** (One million rubles).

6.4. 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.

6.5. 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.

6.6. **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. Failure 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.

6.7. 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.

7. Disputes Resolution Procedure

7.1. The law and jurisdiction shall apply to disputes under the Terms of Use in accordance with place of Terms of Use' implementation specified in the Introduction thereof. Separately, fiscal disputes shall be subjected to the law and jurisdiction of the taxpayer's fiscal residency.

7.2. 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.

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

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

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

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

8. Final Provisions

8.1. The Terms of Use shall come into force and effect as soon as the User accepts this offer.

8.2. The Terms of Use shall be valid for an unlimited period, unless otherwise mentioned in the Tariff. If any provision of these Terms of Use shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of these Terms of Use shall not be affected thereby.

8.3. Upon termination of these Terms of Use, some of the clauses shall remain valid until the parties have discharged of their obligations.

8.4. The language of these Terms of Use 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 Terms of Use on the Website, with all amendments and additions shall have a legal force of the original document in paper.

9. Applications

9.1. Consent to Processing of Personal Data.

9.2. 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: Krestovsky 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