

## **E-COMMERCE PLATFORM GENERAL TERMS AND CONDITIONS OF USE**

### **SCOPE**

Article 1 (1) This document sets out the general terms and conditions of use of the e-commerce platform available from the domain [www.fairdeal.bg](http://www.fairdeal.bg), which govern the rules for the use of the information services and resources of the e-commerce platform FairDeal and regulate the relationship of the e-commerce platform owner (the provider of information society services, hereinafter “The Provider”) with any user of the available information services and resources, including the seller-buyer relationship for sales via the e-commerce platform.

### **INFORMATION ABOUT THE PROVIDER OF INFORMATION SOCIETY SERVICES**

Article 2 (1) Information pursuant to the Electronic Commerce Act and the Consumer Protection Act:

- Name of Provider: Veliko Tarnovo Municipality (the name of the e-commerce platform owner);
- Headquarters (of the e-commerce platform owner): Veliko Tarnovo, postcode 5000, 2, Maika Bulgaria Blvd.;
- Business address (of the e-commerce platform owner, if different from the above);
- Correspondence information: Veliko Tarnovo, postcode 5000, 2, Maika Bulgaria Blvd., email: [mayorvt@vt.bia-bg.com](mailto:mayorvt@vt.bia-bg.com); [euro\\_vt@abv.bg](mailto:euro_vt@abv.bg), phone: (062) 619 203, contact persons: Pavel Hristov, Iliyana Hristova-Pushkarova;
- Information on the registration in a trade or other public register (of the e-commerce

platform owner): BULSTAT BG000133634;

- Identifier in the electronic register of data controllers at the Commission for Personal Data Protection (of the e-commerce platform owner, upon registration as data controller under the Personal Data Protection Act): 000133634;
- Supervisory authorities:
  - Commission for Consumer Protection. Address: Sofia, 4A, Slaveykov Sq., floors 3, 4 and 6; Phone: 02 / 933 0565; Fax: 02 / 988 42 18; hotline: 0700 111 22; website: [www.kzp.bg](http://www.kzp.bg)
  - Commission for Personal Data Protection. Address: Sofia, 15, Ivan Evstatiev Geshov St.; Telephone: (02) 940 20 46; Fax: (02) 940 36 40 email: [kzld@government.bg](mailto:kzld@government.bg); [kzld@cpdp.bg](mailto:kzld@cpdp.bg), website: [www.cdpd.bg](http://www.cdpd.bg)

Registration under the Value Added Tax Act (if the e-commerce platform owner is registered): BG 000133634

## DEFINITIONS

Article 3. (1) “Seller” means any natural person, legal person or other legal entity that offers goods or services to third parties for commercial purposes and has a corresponding contract with the owner of the e-commerce platform. The e-commerce platform owner can also be the seller.

“Buyer” means any natural person aged 18+, a legal person or other legal entity that has concluded an agreement for distance selling via the e-commerce platform with the person (vendor) offering the goods or services via the e-commerce platform who can be the e-commerce platform owner or another person.

“Client (Consumer/User)” means any natural person, legal person or other legal entity who uses the Platform in some way, including by browsing, making orders via the Platform, selling, buying, returning goods or doing anything else via the Platform.

“Account (User Account)” means a section of the Platform containing the information about the registered user required by the e-commerce platform at registration. The account is accessed by entering the e-mail and password specified at registration, which enables the registered user to make use of the specified Platform services, to supplement, change and update the information about himself, etc.

“Platform” means the domain [www.fairdeal.bg](http://www.fairdeal.bg) and its subdomains. The e-commerce platform FairDeal may be made available to other vendors to offer their goods and services via it under a trade service contract.

“Order” means any electronic document which is a form of communication between the Seller

and the Client and with which the Client declares via the Platform his intention to buy Goods and Services from the Platform.

“Product(s)” and “Service(s)” mean anything which is the subject of a sale agreement concluded between a Buyer and a Seller via the Platform.

“Campaign” means any commercial communication aiming to promote the Platform or certain Goods and/or Services, offered in limited stocks, unless the commercial communication specifies otherwise, for a period of time specified by the Seller.

“Agreement” means the distance selling agreement concluded between the Seller and the Buyer for the sale of the Goods and/or Services via the Platform, wherein these Platform General Terms and Conditions of Use are incorporated by reference.

“Content” means:

- All Platform information which is accessible by means of an Internet connection and a device with an Internet connection;
- The content of any communication by the Buyer to the FairDeal Platform and/or the Seller sent by electronic means and/or any other available communication means;
- Any information made available in any way by an officer/assistant of the FairDeal Platform and/or by a Seller to the Client by electronic or other telecommunication means;
- The information in relation to the Goods and/or Services and/or the tariffs applied by the Seller and/or Provider within a specific period of time;
- The information concerning the Clients and related to the Goods and/or Services and/or the tariffs applied by third parties with whom the Seller and/or the Provider has concluded any form of partnership contracts;
- Information about the Seller.

“Specifications” means all characteristics and/or descriptions of the Goods and Services as given in the specification of the Goods and Services.

## **GENERAL PROVISIONS**

Article 4. (1) The general terms and conditions of the e-commerce platform are binding on all Platform users.

Any use of the Platform means that the user has carefully read the Platform terms and conditions of use and has agreed to abide by them unconditionally.

The General Terms and Conditions can be changed unilaterally by the e-commerce platform owner at any time by means of an update. These changes take effect immediately and are binding on all users.

The e-commerce platform owner is entitled to make changes to the Terms and Conditions of Use at any time at his sole discretion or if required to do so by a legislative instrument that has entered into force.

Whenever a change is made to the general terms and conditions, the e-commerce platform owner will inform his Clients thereof by posting the changes in the Platform. Therefore, the Client is obliged to consult the Platform General Terms and Conditions for any changes whenever the Client uses the Platform.

Should any provision of these Platform General Terms and Conditions of Use be found to be invalid, such invalidity shall not affect the validity or applicability of the other provisions.

The e-commerce platform owner and the sellers using the Platform shall make strong effort to keep the information presented in the Platform accurate. However, given the possible technical errors or omissions in this information, the e-commerce platform owner stipulates that that the product images are illustrative and indicative, therefore the products delivered may differ from the images.

The characteristics or prices of the products described in the Platform may be changed by the respective Seller at any time. For technical reasons, they may contain errors for which the e-commerce platform owner apologizes in advance to his Clients.

Due to the limited space and the serial data structure, product descriptions may sometimes be incomplete. However, the e-commerce platform owner shall endeavour to provide the most relevant and important information.

All products, including promotional / discount products, are sold and shipped until stocks are exhausted, even if this is not explicitly mentioned in the Platform.

The Platform may contain links to other websites. The e-commerce platform owner shall not be responsible for the privacy policy of the websites he does not administer or for any other information contained therein.

## **SIGNING AN AGREEMENT**

Article 5. (1) The Client shall indicate his wish to order and buy a Product and/or a Service via the Platform by making an online order which shall be registered by the Client himself.

The e-commerce platform owner or an officer/assistant thereof shall notify the Client of the registration of Client's Order in the system which shall not be taken to imply acceptance,

confirmation or a commitment to execute the order. The e-commerce platform owner shall give this notice by electronic means (e-mail) or by phone.

The Seller has the right to not deliver all or part of the Goods or not perform all or part of the Services included in the Order for various objective reasons, including but not limited to the lack of stock. In any case, the e-commerce platform owner shall notify the Client by email or by phone. In this case, the sole responsibility of the Seller shall be to return any Product or Service price received in advance.

A distance selling agreement between the Seller and the Client shall be deemed concluded at the time when the Client receives by e-mail a notice that the Goods covered by the Order are ready for shipment or the Service may be provided. The e-commerce platform owner is not a party to any distance selling agreement concluded via the Platform for Goods / Services offered by Sellers who use the Platform to sell their goods or services.

The sale agreement concluded between the Client and the Seller shall comprise these General Terms and Conditions, as well as any possible additional covenants between the Seller and the Buyer. Any agreement may be accompanied by a guarantee certificate for the Goods bought, issued by the Seller or a Seller's vendor.

## **ONLINE SELLING POLICY**

Article 6. (1) Any Client shall have access to the Platform to register an Order.

The e-commerce platform owner reserves the right to restrict at his sole discretion the access of any Client to making an Order and/or to any of the possible payment methods if he considers that this would adversely affect him and/or the Platform in any way. In this case, the Client has only the right to contact the e-commerce platform owner in order to be informed of the reasons that have led to the implementation of the above measures. The e-commerce platform owner is not responsible for any damages that the Client has suffered or may suffer as a result of this decision, whether correct and justified or not.

The Client may post opinions about Goods and/or Services and contact the e-commerce platform owner at the addresses given in the Platform. Opinions and communications containing profane or inappropriate language shall be deleted from the Platform or ignored.

Communication with the Seller can be direct or via the addresses given in the Platform.

The e-commerce platform owner may publish advertising or promotional information about the Goods and/or Services and/or about the promotions offered by sellers in the Platform, for a specific period of time.

All prices of Goods and/or Services in the Platform are final, quoted in BGN inclusive of VAT, and compliant with all other requirements of the Local Taxes and Charges Act.

In the case of online payments or payments by bank transfers, the Seller and the Provider shall not be responsible for any costs related to fees, commissions or other additional payments made by the Buyer or his bank in connection with the transaction itself, as well as in cases of currency exchange applied by the bank that has issued the card to the client, when the currency is other than BGN. The Buyer shall make card payments according to the rules of the respective bank for cards and card payments in such transactions, with some banks charging additional fees. The costs associated with such payments are solely for account of the Buyer. Therefore, the e-commerce platform owner recommends that their customers consult their bank for any additional fees that they may be charged when making online payments or payments by bank transfer for Products sold via the Platform.

All images posted in the Platform have the sole purpose of creating a certain idea of the type of Product / Service being offered, rather than presenting it accurately. Therefore, some of the images of the Goods or Services in the Platform (static/dynamic images / multimedia presentations, etc.) may not correspond to the appearance of the Goods or may give a false impression of the Service provided.

## **SUBCONTRACTING**

Article 7. (1) The Seller has the right to use subcontractors to fulfil his obligations under the Distance Selling Agreement concluded via the Platform, without the need to notify the Buyer or obtain Buyer's consent. Such Seller will be responsible for the actions of such subcontractors as for his own.

## **ACCESS TO THE SERVICES**

Article 8. (1) The Services in the Platform are intended for Users who are of legal age and capable of concluding transactions, as well as for legal entities and organizations established and/or operating in accordance with the Bulgarian legislation. By accessing the Platform and accepting these General Terms and Conditions, the User declares that he is of legal age and satisfies the above conditions.

Users that access the Platform from territories outside Bulgaria shall be responsible for their actions in accordance with all local laws applicable in the territory from which the Platform is accessed.

The Administrator reserves the right to refuse access to the Services, or to refuse a User's request for registration in case the information provided by the User is incorrect, inaccurate or incomplete, as well as in other cases provided in the General Terms and Conditions.

The user account may be blocked or its functionalities restricted if it is established through the

exercise of judgment by the Administrator or on the basis of information provided by investigative or judicial bodies that fraud is being or has been committed through this Account in relation to the services or if the User has committed or participated in actions which are illegal or in breach of these General Terms and Conditions and the annexes thereto and/or impair the rights, freedoms and legitimate interests of the Administrator, the users or third parties.

The access to the Platform Services shall by no means be construed as granting licenses or ownership rights, including copyright and other intellectual property rights, at no cost.

When creating a user account, the User can express his informed consent to receiving any advertising messages and notifications in the mobile applications and the mobile versions of the Platform, bulletins, campaigns, as well as any other communications, including SMS, sent by the Administrator to the e-mail address and telephone number registered by the User.

The User has the right to one registration in the Platform, as a natural or as a legal person, at his option.

Any rights, property and legitimate interests in the Platform or in relation to the Platform that are not expressly set out in these General Terms and Conditions shall belong to the Administrator.

To use the Platform one needs Internet access, including a browser to view the website concerned.

The User Account can be deleted using the functionalities available in the My Account menu. If the User has unused amount in his Account, the Account cannot be deleted. The User has to contact the Administrator and choose to waive the amount or have it reimbursed by bank transfer, whereupon the Account can be deleted.

## **RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE USER**

Article 9. (1) The User has the right to register one user account and legally use the services in the Platform in accordance with these General Terms and Conditions. The User may terminate the use of the Services at any time and request deletion of his account. If the same telephone number is used in several registrations, the registrations will be considered to be administered by the same person. In this case, one of the registrations will remain active and the other will be of limited functionality.

The User undertakes to:

- access the Platform using the technologies and means provided and use it in a lawful manner, in accordance with its intended purpose and in compliance with these General Terms and Conditions;

- not reproduce, copy, duplicate, modify, create derivative or adapted whole Platform or parts thereof, or otherwise make available in any form or in any way, for commercial or non-commercial purpose, any information, content, user data, technology or know-how, extracted in whole or in part from the Platform;
- not disrupt the full or partial functionality of the Platform, create traffic overload and generate excessively high traffic, attempt to gain unauthorized access to any part of the Platform or relevant computer systems, servers or network operated by the Administrator;
- not post, email, or otherwise provide access to any content (text, audio, video, images, or other) which:
  - is illegal, damaging, threatening, violent, defamatory or defiling;
  - is political in nature;
  - is of pornographic nature, including containing nudity, sexual or debauching content;
  - is racist or discriminatory against any race, religion, denomination, nationality, gender, or any tribal affiliation of the individual;
  - contains personal data and other identifying information in respect of a third person, without the latter's permission;
  - is false or misleading;
  - contains links to websites that are in competition with the Platform;
  - advertises the sale of illegal goods;
  - violates any applicable international, federal, national or local laws concerning copyright, patent, trademark or other intellectual property rights;
  - contains viruses, Trojans horse programs, worms, logic bombs, or other materials that are malicious or technologically harmful;
  - disrupts the normal usual flow with excessive number of messages;
  - contains misleading contact information aiming to conceal the actual origin.

The User further undertakes to:

- not contact users who do not want to be disturbed;
- not harass other users;
- not collect personal data concerning users for commercial or illegal purposes;



- not use the identity of third persons;
- not post content that is irrelevant to the category in which it is published;
- not post the same goods or service in several categories;
- not use, display, publish, redirect, share, or otherwise make available any unauthorized advertising, marketing, promotional and other materials that are outside the scope of the services and the content provided in the Platform, or distribute, send the so-called "junk mail", "spam", "chain letters", "pyramid schemes" or any form and means of customer search and recruitment, advertising, unsolicited commercial communications, duplicating and multiplying messages. Upon receipt of such messages, the User must immediately inform the Administrator;
- not attempt unauthorised access to the Platform, the server hosting the Platform or any server, computer or database connected with the Platform.
- Post advertisements that meet the requirements of the General Terms and Conditions and do not violate the provisions of the existing legislation;
- Not post advertisements or send messages to other users, offering for sale excise goods. Users posting in violation of this prohibition shall be subject to administrative sanctions under the Law on excise duties and tax warehouses;
- Keep confidential the e-mail address and password for accessing the Platform, not use the accounts of other users or make his account available for use by third parties;
- Not violate the privacy of other Platform users by collecting, storing and disseminating information concerning other users or publishing their pictures without their explicit consent, except where doing so is consistent with the laws;
- Act in a bona fide and lawful manner in his relationship with third parties and/or other users of the Administrator's Services, including but not limited to holding negotiations, concluding transactions, selling, paying and delivering goods and services offered via the Platform. The User shall be fully liable for damages related to the availability, quality, fitness and conformity of the products he offers to the description and their true condition.

The User is responsible for the content of the advertisements posted via his Account, for the personal messages he sends and for all his actions or actions performed via his Account in connection with the use of the Platform. The User undertakes to indemnify the Administrator for any losses and expenses incurred, including, but not limited to, the pecuniary sanctions imposed on the Administrator as a result of User's unlawful conduct.

The User may not delete his registration for the purposes of reposting advertisements.

The User is fully responsible for the content he publishes, provides or shares through the Services, including but not limited to any information (written, audio, visual, etc.) that he shares, sends to other users, and is responsible without limitation for the consequences of his actions and for the entirety of the damages caused.

The User warrants and represents in relation to the content he posts and shares that he:

- a) For such time as the content is available in the Platform, holds the required permissions (licenses, rights, consent) from rightsholders to use this content in the Platform (including, but not limited to, all necessary patent rights, know-how, trademark rights, copyright or other intellectual property rights in all or part of content) and consents to the use of his content the Administrator in connection with the provision of the Services;
- b) Has obtained the written consent and/or permission of any person, natural or legal, whose data are given in or connected with the content posted by the User.

By posting content in the Platform, the User retains his rights to the content, while granting to the Administrator unconditional, non-exclusive, uninterrupted, worldwide, royalty-free, transferable and withdrawable license to use, reproduce, distribute the content, create derivative works in connection with the Platform and Services provided by the Administrator, including but not limited to promoting them in all media formats and channels.

By posting content in any public section of the Platform, the User authorises the Administrator to prohibit the unauthorized transfer, display, copying, duplication, reproduction or use of the content by any third party without the need thereof explicit permission. The User grants any other Platform user a non-exclusive right to access his content via the Platform (this license excludes instances of portability and any other commercial use). The above rights are valid until the User or the Administrator removes or deletes the content from the Platform.

## **POSTING ADVERTISEMENTS**

Article 10. (1) Posting advertisements is available to Users registered up in the Platform.

To successfully create a user account, one has to complete the mandatory fields of the online registration form for the Platform.

Having sent the completed form, the User receives a message from the Administrator at the e-mail address specified at registration. Registration of several user accounts to the same e-mail address is not allowed. If the same e-mail address is specified in two or more accounts, they will be blocked and a choose user account message will be sent. The account chosen by the User will be reactivated and the other accounts will remain blocked.

The User is obliged not to provide false information about himself, not to impersonate another person, not to create user accounts through automated means or try in any other way to mislead others about his identity when communicating via the website.

The User shall access his account by entering the registered e-mail address and a password.

Whenever a problem with a User's advertisement arises (technical, improper category, advertisement status, etc.), the User should contact the Administrator using the contact form and describe the problem concerning the advertisement.

To post an advertisement, the User has to do the followings:

- Give a headline to the advertisement. Posting contact information in headline of the advertisement is prohibited;
- The price should be quoted in any of the following ways:
  - As a fixed amount in BGN, RON or EUR, inclusive of taxes and charges;
  - Both as a fixed amount and as a negotiable option.
- Not post advertisements specifying that the price is actually in a currency other than the one quoted in the advertisement;
- Select the most appropriate category for the advertisement. The administrator may send an advertisement that has been assigned to the wrong category back for revision. The administrator has the right to replace the category with a more appropriate one;
- Choose the type of advertisement. The User may change the selected type of his advertisement after it is posted. The Administrator may change the type of User's advertisements for an unlimited number of times, at his own discretion and in the interest of other Platform users. The user cannot change the type of his advertisement if the Administrator has made a change in the type of the advertisement;
- Determine the location of the product offered. The administrator may send an advertisement with wrongly specified location back for revision;
- Hold the copyright of the attached photographs or a permission to use them by the respective copyright holders. Private advertisers should also include their personal photos, should not use trademarks, geographical indications and other intellectual property in their advertisements if they do not hold the rights thereto or are not the legitimate users. If the User publishes third-party personal data and/or content in the Platform, he shall confirm that he has obtained the explicit consent of such third party to publish and shall indicate such data and content in the announcement;
- Write the advertisement in the Bulgarian language (using Cyrillic characters). The use of Latin characters is allowed where the advertisement is in the Bulgarian language

(Cyrillic characters) with alternative translation in another language, as well as for designation of trademarks and models of articles and for giving technical description/parameters;

- Not post/send web addresses and links to other websites for advertisements;
- Not post duplicating advertisements. “Duplicating” are advertisements with identical or similar descriptions, headlines and photos as well as advertisements offering similar products;
- Not post advertisements specifying value-added contact phone numbers;
- Not post advertisements promoted in the Platform by means other than those offered by the Administrator;
- Not posts advertisements of group shopping from international websites;
- Not indicate brands and models of products/services which are not offered in the advertisement;
- Not post purely promotional advertisements failing to include description of particular products therein.

Users have the right to edit the advertisements they post. It is only possible and admissible to edit the financial parameters or other characteristics of the articles included in the advertisement. Replacing a product or service specified in a posted advertisement with a new one is not allowed. The introduction of a new product or service in violation of this condition will be considered a new advertisement.

The User is obliged not to use in the advertisement photos and images that contain visually intrusive and distinguishing elements and effects, including, but not limited to:

- Colour frames surrounding the photos or images;
- Signs saying "Promotion", "Sale", "Liquidation", "Last Units" and other similar statements that would change consumer behaviour through allegations of advantageous bargain, price reductions, promotional offers, uniqueness or quality of the goods or services offered, exhausted stock, validity deadlines of certain conditions, etc.;
- Visual effects and augmentations of photos and images to attract the attention of users, which observably give prominence to the advertisement against the other advertisements in the Platform.

## **INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

Article 11. (1) The Content, including but not limited to logos, any graphic images or inscriptions, trade symbols, dynamic symbols, texts and / or the multimedia content of the Platform are the exclusive property of the e-commerce platform owner.

The e-commerce platform owner holds and reserves all intellectual property rights related in any way to the Platform, whether owned or obtained through contractual licenses or in any other legally binding manner, or granted by sellers using the Platform.

The User has no right to copy, distribute, publish, make available to third parties, change in any way any part of the content, including but not limited to the trademarks, logos, multimedia content of the Platform or the Product or Service descriptions in any way, including by introducing any content external to the Platform, removing the marks indicating the ownership of the content. Furthermore, the Client has no right to transfer, sell, distribute materials created through the reproduction (copying), modification or publication of the content, except with the express consent of the e-commerce platform owner.

Any content accessible by the Client by whatever means is governed by these General Terms and Conditions.

The Client may copy, transfer and / or use the content for personal non-commercial purposes only in cases where this is not contrary to the provisions of this chapter of the present document.

The Client may use the content for commercial purposes only and exclusively with the consent of the e-commerce platform owner and/or the Seller given in writing and only in respect of that part of the content, the manner and extent of use thereof, and within the time limits, for which such consent is expressly given. Any subsequent or different use of the Content will be considered a breach of this Agreement between the e-commerce platform owner and the Client and infringement of the intellectual property rights of the e-commerce platform owner and / or the Seller, each of whom is entitled to hold the Client liable for that.

The mere sending or referencing of the content or parts thereof to the Client by the e-commerce platform owner and / or the Seller shall not be deemed to be a consent or a permission for the Client to use the content or parts thereof for purposes other than his personal needs, whatever the medium of communication used.

Any use of the content for purposes other than those expressly permitted in these General Terms and Conditions or in other express written consent from the e-commerce platform owner and / or the Seller is prohibited.

The User accepts and agrees that the content of the Platform other than the User Content, including but not limited to: texts, software, codes, graphics, photos, sounds, music, video, interactive features and the like ("Content"), as well as the trademarks, registered and unregistered designs, are the property of the Platform or are licensed by the respective

copyright holders and are protected by copyright and other intellectual property rights.

In connection with the provision of Services, the Platform may contain some third-party objects of intellectual property. The use of such objects may be subject to a license agreement between such third parties and the Platform. The User undertakes not to do anything which constitutes: reverse engineering, decompiling or otherwise separating such objects, and no part of these General Terms and Conditions should be construed as granting any rights in connection with such objects. The Platform Content and Services are provided as they are solely for User's information and personal use and may not be used, copied, reproduced, distributed, shared, broadcast, displayed, sold or otherwise used for any purpose without the express prior written consent of the respective owner.

Users undertake not to do anything involving use, copying or distribution of any part of the content, except under the explicit consent to do so, including any use, copying and distribution of the content to third parties found out via the Platform for any commercial purpose. Any reproduction, modification, creation of derived objects, retrieval of the content in whole or in part, including but not limited to scraping or other forms of retrieving data and / or transferring the content of the Platform to other sources, and compilations, are expressly prohibited. Copying or reproducing the Platform, the content or any portion thereof for the purposes of future reproduction or use is expressly prohibited.

## **ALERTS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

Article 12. (1) Posting Content that infringes upon third-party intellectual and industrial property rights in the Platform (such as offering imitations and replicas of original goods for sale, abuse of trademarks, or publishing copyrighted texts, descriptions, photographs or images without the consent of the right holders) is forbidden. Advertisements presented as "counterfeit", "replica", "imitation" shall be removed without notice and without the right to revise.

The Administrator is under no obligation to monitor the existence or absence of intellectual and / or industrial property rights over user-posted content or content from external sources to which the Platform forwards data.

Notices and alerts about advertisements or content in the Platform allegedly infringing intellectual and/or industrial property rights shall be sent using the Platform contact form.

The following have the right to warn about possible infringement:

- The legitimate holder of intellectual and/or industrial property rights whose rights are potentially infringed upon by advertisements or other user content in the Platform;
- The authorised representative of or another person expressly authorised by the

legitimate holder.

Any alert reporting infringement of intellectual or industrial property rights shall contain:

- Power of attorney if the person giving the alert is not the legitimate owner of the object whose rights have been infringed upon;
- Evidence of the intellectual and/or industrial property rights in the reported object of infringement (for example, a registration certificate of a mark, design, patent, etc.);
- full list of links to the advertisements reported.

Copyright holders shall submit evidence of authorship and originality of their works whose rights are infringed upon.

The administrator shall consider the alert within 14 days of the date of receipt. The time limit may be extended for the purpose of investigating and clarifying all the facts and circumstances of the case. The reply to the alert shall be sent to the email address or postal address from which the person has sent the complaint. If any inaccuracies are found or some of the required documents are missing, the Administrator can contact the alert sender for further instructions.

All complaints about violations of intellectual property rights that the Administrator deems to be well founded and supported by evidence shall be honoured and the reported advertisements or content shall be removed from the Platform.

The Users affected by the complaint may challenge the actions taken on the complaint. The complainant shall be notified of any objection made by an affected User.

Any User affected by actions relating to a complaint under this article may e-mail his objections to [info@fairdeal.bg](mailto:info@fairdeal.bg). The Administrator shall, at his discretion, connect the two parties for direct communication, informing them accordingly. If the event that affected user's objections are not supported by evidence, the advertisement or content shall not be restorable.

## **ORDER**

Article 13. (1) The Client may place orders in the Platform by adding the desired Goods and / or Services and following the steps prescribed in the Platform in order to complete and send the corresponding order.

Any Product and/or Service added to an order may be bought, if it is available. Adding a Product and/or a Service to an order without finalising it does not lead to registration of the order and automatic reservation of the Product /Service.

By confirming the order, the Seller and/or the e-commerce platform owner confirms the

delivery of one item only of the corresponding product in the order registered. The other items of that Product model will be additionally confirmed or refused depending on the available stocks.

The Client undertakes and is responsible for ensuring that all information provided to the e-commerce platform owner, respectively the Seller, in connection with the order, is true, complete and accurate at the time of submission of the order. The Client authorises the e-commerce platform owner to provide this information to the respective Seller when the order contains Goods / Services of the latter.

By submitting the order, the Client authorizes the e-commerce platform owner and / or the Seller to contact him in any possible way when required in connection with the order placed or an agreement made.

The Seller has the right to refuse to execute (cancel) the Order placed by the Client and should notify the Client thereof. The cancellation of the order does not entail any liability or subsequent obligation of either party to the other in relation to the order and, accordingly, neither of them has the right to claim compensation from the other party for the cancellation in the following cases:

- transaction not accepted by Client's issuing bank in the case of online payment;
- the monetary transaction is performed but that does not result in crediting Seller's account in the case of online payment;
- the information provided by the Client in the Platform is incomplete and/or wrong.

The e-commerce platform owner, respectively the Seller, has the right to check the clients, who have ordered the goods and / or services offered by him, for outstanding obligations to the e-commerce platform owner, respectively to the Seller, before being bound by an agreement with them. If such obligations exist, whatever the grounds that have given rise thereto, the e-commerce platform owner, respectively the Seller, has the right to refuse to execute the order.

The Client shall bear all direct costs of returning Products offered by the Platform in the event that he withdraws from the distance selling agreement and declares that within the period of withdrawal granted to him. This period shall begin to run from the date of conclusion of the service agreement and from the date on which the Goods bought are received by the Buyer or by third parties.

The Sellers who use the Platform to offer Goods/Services have different Product return conditions which are regulated and available in each vendor's homepage and/or exhaustively described in the Platform for each Product/Service offered and they are a working process of direct negotiation between the Seller and the Buyer.



The Seller undertakes to reimburse the amount paid in connection with the distance selling agreement concluded between the two parties within 14 (fourteen) days from the date of Client's proof that he has returned the Product concerned. The amount will be refunded as follows, without incurring additional costs for the Client, unless the bank servicing the Client requires certain fees:

- in case of payments made by debit or credit card – by crediting the account from which the payment was made;
- in case of payment on delivery – to a bank account additionally communicated by the Client.

In the event of withdrawal from the agreement, the Seller shall have the right to delay the refund until he receives the Goods sold or a proof that they have been dispatched, where he has not offered to take the Goods himself.

Right to withdrawal from the distance selling agreement concluded and return the goods have only consumers in the meaning of the Consumer Protection Act in respect of the goods offered by the Sellers using the Platform, as well as all Clients in respect of the goods offered by the e-commerce platform owner, provided that when more than one item of a product brand and model has been ordered, the packaging of only one product has been opened and the others are returned sealed to the Seller.

## **GOODS/SERVICES FOR WHICH THE CLIENT DOES NOT HAVE RIGHT TO WITHDRAW**

Article 14. (1) The Client does not have right to withdraw from the agreement concluded in the following cases:

- in the case of provision of services, where the service has been carried out in full and its provision has begun with Client's express prior consent and with the acknowledgement by the Client of losing the right to withdraw once the agreement is fully implemented by the Seller;
- in the case of supply of goods or services for which the price depends on fluctuations in the financial market which cannot be controlled by the Seller and which may occur within the withdrawal period;
- where the goods supplied are made to the Client's specification or are clearly personalised;
- where the goods supplied are, according to their nature, liable to deteriorate or expire rapidly;

- where the goods supplied were sealed, have been unsealed after delivery and cannot be returned due to health protection or hygiene reasons;
- where the goods supplied have, according to their nature, been inseparably mixed with other items after delivery.

## **CONFIDENTIALITY**

Article 15. (1) The Client agrees that by providing any personal data concerning him or other data to the e-commerce platform owner he consents to the use of such data by the e-commerce platform owner for the following purposes:

- to maintain Client's account, including registering orders, sending ordered products, carrying out the services ordered, invoicing, settlement of disputes with Clients regarding their Orders or considering Clients' requests;
- to send advertisements and/or regular notifications by e-mail;
- to conduct market research, track and monitor sales and client / consumer behaviour.

The Client agrees to grant the e-commerce platform owner unlimited access in terms of volume and time to any materials and information the Client sends to the Seller via or in connection with the Platform, whether or not making an Order and executing a transaction via the Platform.

The e-commerce platform owner has the right to use, reproduce, publish, modify, transmit and distribute such information or materials. The Client expressly agrees that the e-commerce platform owner is free to use and process for own purposes ideas, concepts or know-how that the Client has made available to him in any way via or in connection with the Platform or with the actions / omissions that the Client has made via or in connection with the Platform. The e-commerce platform owner is under no obligation to keep the information thus obtained confidential, to the extent that the existing legislation does not impose such obligation on him.

By submitting data concerning him to the e-commerce platform owner (including email), the Client expressly agrees to be contacted by the e-commerce platform owner or third parties who are couriers, vendors using the platform, partners of the e-commerce platform owner and are marketing service providers, government, municipal or non-governmental agencies, where so provided by specific legislation, and other companies with which the e-commerce platform owner may develop common programs in connection with the Goods and / or Services in the market, etc.

By submitting personal data concerning him to the e-commerce platform owner, the Client gives his express consent for such data to be included in the database of the e-commerce platform owner who is registered as data controller with the Commission for Personal Data

Protection with 000133634 and gives his express and explicit consent for such data to be stored, used and processed in pursuance of the purposes specified in these General Terms and Conditions.

By using the Platform and its Services the User shall be deemed to have given his express consent for personal data concerning him to be collected, processed and stored by the Administrator for the purposes of correct, trouble-free and full use of the Platform in accordance with the General Terms and Conditions and the Confidentiality Policy published in the Platform.

The Administrator shall ensure that the personal data concerning Users are protected in accordance with the requirements of the Personal Data Protection Act and the other applicable provisions of Bulgarian and European law.

The User agrees to receive systematic information and messages from the Administrator regarding the use of the Platform, including, but not limited to: changes in the General Terms and Conditions, the applicable legislation, changes in the type and characteristics of the Services, changes in prices, and other changes, which affect Users' essential rights.

In certain cases where the Administrator reasonably suspects violations of the Platform General Terms and Conditions of Use, of the applicable laws on detection of crimes and prevention of violations, the Administrator has right of access to users' personal communications.

## **COMMUNICATIONS AND NOTIFICATIONS**

Article 16. (1) During the registration and at any time thereafter, the User may express his express consent to receive marketing communications, offers and advice from the Administrator and Administrator's partners.

The User has the right to withdraw his consent to receive marketing communication, offers and advice from the Administrator and Administrator's partners at any time using the settings of his Platform Account.

When using the Platform, the User may receive notifications for new messages on his published advertisements, information about new advertisements on his favourite searches, as well as information about price discounts of viewed advertisements. The User has the right to withdraw his / her consent to receive such notifications and messages at any using the settings of his Platform Account.

## **ADVERTISING**

Article 17. (1) When creating an account in the Platform, the Client has the option to express his consent to receive relevant advertising messages and information about promotions.

The Client may at any time refuse to receive such advertising messages and information about promotions by indicating his refusal to the e-commerce platform owner at [info@fairdeal.bg](mailto:info@fairdeal.bg), and by mail to the correspondence address given, with a registered mail with confirmed receipt.

The refusal to receive advertising messages and information about promotions does not automatically waive the consent given for the conclusion of this agreement.

## **INVOICING - PAYMENT**

Article 18. (1) The prices of the Goods and Services announced in the Platform are final and inclusive of VAT and any other taxes and charges provided by the existing Bulgarian law and/or other related laws.

The price, the method of payment and the due date for invoicing are indicated in each Order. Orders for products worth over BGN 5,000, offered by the Platform, will not be payable on delivery and should be prepaid by bank transfer or card payment.

The Client is obliged to provide all information required for issuing the invoice in accordance with the applicable Bulgarian law and / or other related law.

The Seller will issue an invoice to the Client for the Goods ordered and delivered / the Services provided based on the information provided by the Client.

The Seller shall issue an invoice for each payment under the Order with which the Client has purchased the Goods and / or Service offered in the Platform. The Client agrees to receive such invoice electronically, uploaded in the relevant account. If these payment documents are not available in your account for more than 48 (forty-eight) hours, you may notify us to: [info@fairdeal.bg](mailto:info@fairdeal.bg)

The e-commerce platform owner does not issue or send invoices for purchases and other payments related to the purchase of Goods and/or Services offered by the Sellers who use the platform to sell their goods/services. Under the existing Bulgarian law and/or other related laws, it is Seller's obligation to do so.

In order to properly prepare the invoice for the respective Order, the Client is obliged to continuously update the information in his account. He is obliged to review the information specified in the relevant Order in order to ensure that it is complete, correct and accurate. The client will have a record of the invoices issued to him in his account, which can be stored or archived at any time.

Where several addresses are given in Client's account, the delivery will be made to the address given as the main one.

## **DELIVERY OF GOODS**

Article 19. (1) The Seller undertakes to deliver himself or by courier service the Goods ordered and purchased at the address specified by the Buyer or at an office of the courier service, depending on Client's choice.

The Seller will ensure that the Goods are adequately packed and the accompanying documents are sent. If by any chance the shipment does not contain any requisite document for the product ordered, please contact us at [info@fairdeal.bg](mailto:info@fairdeal.bg) and we will do our best to make such document available to you as soon as possible.

The delivery cost of Goods offered via the Platform will be made known to the Clients via each Seller's relevant page in the Platform accessible by an active name in the text under each Product/Service.

## **WARRANTIES**

Article 20. (1) The Seller offers all Platform Goods with a guarantee of compliance of the goods with the agreement, in accordance with the applicable law. An exception is made by certain categories of goods which, by their nature, cannot be guaranteed. Each Seller using the Platform is only responsible for the compliance of his Product / Service with the concluded agreement.

As regards the goods sold and supplied via the Platform, for each Product with a guarantee the Client should receive on delivery a certificate of the quality of workmanship and a warranty issued by the respective manufacturer. The Sellers are solely and individually responsible for the availability of the statutory documents which have to accompany the Goods purchased from them.

The Buyer is obliged to regularly update the information in his account and to review it before each order, as the Seller will use it to complete and issue the warranty certificate.

The conditions of use, handling and transportation of an unpacked product are the same as those for the products once packed by the manufacturer and enjoy the same advantages, unless otherwise stated in the Product page.

The repair of products after the warranty period or within this period, but provided that the seller's obligation to bring the goods into conformity with the sales agreement has expired on any grounds, is payable by the Buyer and is carried out within a time-frame agreed between

the parties.

## **TRANSFER OF THE OWNERSHIP**

Article 21. (1) Ownership over the Goods will be transferred by the Seller on their delivery to the Buyer after the Buyer has made the payment. The delivery of the Goods will be certified by the Buyer's signature on the transport document handed in by the courier.

The consumer has the right, owing no compensation or penalty and without giving a reason, to withdraw from the concluded agreement within 14 (fourteen) business days from the date on which the goods are received.

## **LIABILITY**

Article 22. (1) The Seller and/or the e-commerce platform owner are not liable for any damages incurred by the Buyer which are due to force majeure circumstances or circumstances beyond Seller's control.

## **FORCE MAJEURE**

Article 23. (1) Neither party shall be liable for default of the agreement if such default is due to a force majeure circumstance connected with an unforeseeable event beyond the control of the parties which could not be avoided.

If the event concerned continues for more than 14 (fourteen) days from the date of occurrence thereof, either party has the right to notify the other party that it terminates the agreement, owing no compensation to the other party for any damages incurred by the latter.

## **PROCESSING OF PERSONAL DATA**

Article 24. (1) The e-commerce platform owner is registered as data controller under the Personal Data Protection Act with No. 000133634.

Pursuant to the Personal Data Protection Act, the e-commerce platform owner is obliged to process personal data in a manner that ensures their security and protection against accidental loss and to process such data only for the purposes specified.

The purpose for which the data are collected is: to notify Clients about the information in their accounts; to notify Buyers about the status of their orders; for rating the Goods and Services offered; for other business activities; to advertise the Goods and Services; for marketing,

media, administrative and research activities; for market research; to follow and monitor Client's sales and behaviour.

By completing the data in the account creating and/or order form, the Client declares and unconditionally accepts that his personal data will be included in the database of the e-commerce platform owner who is registered as data controller with the Commission for Personal Data Protection with 000133634 and gives his express and explicit consent for such data to be stored, used and processed in pursuance of the purposes specified in these General Terms and Conditions.

Any Buyer is considered informed by these General Terms and Conditions that they are guaranteed the rights provided by the Bulgarian legislation, such as the right to information, the right to change their personal data, the right to object, the right to go to court in case of violation of their rights guaranteed by the Personal Data Protection Act.

Any Client has the right to submit a dated and signed application in writing to the following address: Veliko Tarnovo, postcode 5000, 2, Maika Bulgaria Blvd., attention: Pavel Hristov, Iliyana Hristova-Pushkarova, in order to exercise his right to be informed whether his personal data are processed or not, owing no fee for that.

Any Client may exercise his right to modify his personal data by submitting a dated and signed application in writing to the following address:

- Veliko Tarnovo, postcode 5000, 2, Maika Bulgaria Blvd., attention: Pavel Hristov, Iliyana Hristova-Pushkarova, for the following purposes:
  - Rectifying, updating, blocking or deleting data the processing whereof does not meet the Personal Data Protection Act;
  - Anonymising data the processing whereof does not meet the Personal Data Protection Act; notifying third parties to whom the personal data have been disclosed or made available for processing, unless this proves impossible or involves a disproportionate effort having in mind the legitimate interest that could be affected.

The buyer agrees and allows the e-commerce platform owner to share his personal data with other partners and / or companies, but only if the latter have undertaken to store and process such data in accordance with Personal Data Protection Act. Such companies include: the Sellers using the Platform, marketing service providers, couriers, providers of payment / banking, telemarketing or other service provided by companies with which the e-commerce platform owner can develop common programs for marketing of the Goods and Services offered by the platform owner or the vendors.

The personal data concerning the Buyer may be disclosed to the prosecutor's office, the police, the judicial institutions or other public authorities, on the basis and in the context of

and within the provisions of law and at their express request.

## **GOVERNING LAW - JURISDICTION**

Article 25. (1) This agreement is governed by the Bulgarian law.

Any matters concerning the implementation or interpretation of this agreement which are not regulated herein shall be governed by the laws of the Republic of Bulgaria and/or other related laws.

Any disputes arising between the e-commerce platform owner and Clients shall be settled by mutual agreement or, where this is not possible, shall be referred to the competent Bulgarian courts or the Commission for Consumer Protection, without prejudice to consumer rights in the meaning of the Consumer Protection Act under Article 18 of Regulation 1215/2012.

The sale agreements concluded between a Client and a Seller via the Platform shall be settled by the competent Bulgarian court in accordance with the Bulgarian law and/or other related laws, unless the parties have agreed otherwise.

Online dispute resolution platform: <https://ec.europa.eu/consumers/odr/>

## **ADDITIONAL AND COMMON PROVISIONS**

Article 26. (1) The Administrator may establish restrictions on the use of the Services concerning the maximum number of days that User Content will be maintained, the maximum number and size of posts, emails or other content that may be transmitted or stored by the Service, and the frequency of user access to the Service or Platform. The User acknowledges and accepts that the Platform owner is not responsible for the deletion or inability to store the content. The User agrees that the Platform owner reserves the right to modify or terminate the Service (or any part thereof) at any time with a notice and that the Platform owner shall not be liable to users or third parties for such modification or termination of the Service.

The User acknowledges and agrees that the Platform Owner, in his sole discretion, has the right (but not the obligation) to delete or disable the User's account, block User's email or IP address, or otherwise terminate User's access or use of the Service (or any portion thereof) immediately and without notice and to remove any content in the Service in the event of violation by the User of the General Terms and Conditions, the Privacy Policy, the applicable law, and the legitimate interests of the Administrator.

The User accepts and agrees that the use of the Platform and the Service is entirely at his own responsibility and that the Platform and the Service are provided as they are without any warranty whatsoever. All express and implied warranties, including, but not limited to,



marketing guarantees, profitability, fitness for a particular purpose, non-infringement of third-party rights, are expressly excluded, to the extent permitted by law.

The Platform owner assumes no liability or warranties in excess of the statutory minimum regarding the accuracy and completeness of the Platform content or the content of any third-party website linked to the Platform, and assumes no responsibility for:

- a) Content errors or inaccuracies;
- b) Any material and non-material damage sustained as a result of the access to or use of the Platform and the Service;
- c) Any unauthorised access to or use of our Services and/or any personal or financial information stored thereby;
- d) Any disruption or breakdown of the link with the Platform;
- e) Any bugs, viruses, Trojan horse programs or the like that could be transmitted to or via the Platform by a third party;
- f) Any errors or omissions in the content, losses or damages resulting from content which is published, e-mailed, communicated, broadcast or otherwise became accessible in the Platform or the Service. The Platform owners does not guarantee, recommend or assume liability for any product or service offered by a third-party via the Platform, hyperlinked websites, or included in a banner or other type of advertisement. The Platform owner is not a party to the transaction and is not responsible for its compliance between users as well as between users and/or third parties who are vendors or providers of products or services.

Under no circumstances shall the Platform owner assume any liability for direct, indirect, incidental, special, consequential or other damages beyond the statutory minimum (even when the Platform owner is advised of the possibility of such damage occurring) arising in way whatsoever from the use of the Platform or the Service, including, but not limited to, when such damages result from the correct or incorrect use of the Platform or the Service, from the inability to use the Platform or the Service, as well as from the interruption, suspension, modification or termination of the Platform or the Service.

This limitation of liability should also apply to damages resulting from other services or products obtained via or advertised in connection with the Platform or the Service, or through links in the Platform, as well as from information received, opinions or tips provided via or advertised in connection with the Platform or Service, or any links in the Platform. The User recognises and accepts that the Platform owner is not responsible for users' postings or for defamatory, offensive or illegal actions by other users or third parties, and that the risk of damages resulting from the above is entirely borne by the User. The owner of the Platform does not make any warranty that the Platform is suitable for use in other territories. Those

users who access the Platform from other jurisdictions act on their own responsibility and risk and are responsible for compliance with local law.

The rights granted to users by these General Terms and Conditions are not transferable to third parties.

To exercise his right to withdraw, the User has to notify the Seller and/or the Vendor at [info@fairdeal.bg](mailto:info@fairdeal.bg), specifying name, correspondence address, telephone number and e-mail address, by completing the withdrawal form or other distinct withdrawal request. If the User makes use of this option, the vendor and/or the seller should immediately send a message confirming that he has received the withdrawal. The period for withdrawal from the agreement shall be deemed to be observed if the User sends the communication for exercising the right to withdraw before the deadline for withdrawal from the agreement: 14 (fourteen) days after the goods are received.

These General Terms and Conditions shall come into force for all Platform Users on 28.01.2020

*I, the undersigned, Ventseslava Mihailova Mishlyakova certify the truthfulness of the translation made by me from Bulgarian into English of the enclosed document. The translation consists of 26 pages.*

*Sworn translator:  
Ventseslava Mihailova Mishlyakova*