

GENERAL TERMS AND CONDITIONS OF SALE THROUGH THE ELECTRONIC CHANNEL OF BORICA AD

Version 1.0

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TABLE OF CONTENTS

1. GENERAL OVERVIEW 3

1.1. Information about BORICA AD 3

1.2. Commission for Consumer Protection 3

1.3. Definitions 3

1.4. General Provisions..... 3

2. CUSTOMER SERVICES..... 4

2.1. Remote Ordering Services..... 4

2.2. Specifics of Electronic Sales Channels..... 4

3. MANNER OF PAYMENT 5

3.1. Payment in Cash at a Commercial Office 6

3.2. Payment via a virtual POS terminal (with a payment card) 6

3.3. Payment by a Bank Transfer 6

3.4. Refund Policy 6

4. USER’S RIGHTS..... 7

4.1. Right of Withdrawal 7

5. USER’S OLGIGATIONS..... 7

6. RIGHTS OF BORICA AD..... 8

7. CONSUMER PROTECTION OBLIGATIONS OF BORICA AD 8

8. DISPUTES AND COMPLAINTS..... 8

9. TERMINATION 9

10. INTELLECTUAL PROPERTY RIGHTS..... 9

1. GENERAL OVERVIEW

1.1. Information about BORICA AD

BORICA AD is a company registered in the Commercial Register and the Register of Non-Profit Legal Entities at the Registry Agency under UIC 201230426, with seat and registered office at 41 Tsar Boris III Blvd., Sofia, VAT № BG201230426, with electronic address: www.borica.bg, e-mail: office@borica.bg, phone: 0700199 10.

1.2. Commission for Consumer Protection

Address: Sofia 1000, 4A Slaveykov Square, floor 3, 4 and 6,
phone: 02 / 980 25 24
fax: 02 / 988 42 18
hotline: 0700 111 22
website: www.kzp.bg

1.3. Definitions

Within the meaning of these General Terms and Conditions, the following words and expressions shall be understood to mean, as follows:

- **Electronic sales channel** – a platform for ordering and paying of products and services, using an e-store, B-Trust Mobile application, My B-Trust customer portal;
- **User** – an adult natural person or a legal person who concludes a Sale and Purchase Contract for the purchase of a specific service or product of their choice subject to these General Terms and Conditions;
- **Product/service** – any product that is introduced and available for purchase through an electronic sales channel;
- **Sale and Purchase Contract** – a distance contract, subject to these General Terms and Conditions and to the applicable legislation;
- **Applicable legislation** – all laws and regulations applicable to the use of electronic sales channels (Law on Consumer Protection, Law on Electronic Commerce, Law on Obligations and Contracts, Law on Commerce, etc.);
- **Supervisory authorities** – all state authorities exercising any form of control or authorization over distance trading through various internet platforms, including but not limited to: the Commission for Consumer Protection, Commission for Protection of Competition, Commission for Personal Data Protection, etc.;
- **Delivery** – the actual delivery of the goods ordered and paid for;
- **Payment** – transfer of funds with the aim of purchasing a product or service from an electronic sales channel, subject to the payment terms and the applicable legislation.

1.4. General Provisions

These General Terms and Conditions regulate the relationship between BORICA AD, on the one hand, and the CUSTOMERS - users of services through the electronic sales channels of BORICA AD, on the other hand, hereinafter referred to as "Users". BORICA AD shall be entitled

GENERAL TERMS AND CONDITIONS OF SALE THROUGH AN ELECTRONIC CHANNEL

to collect and use information concerning the Users on the grounds of and for the purpose of the performance of the contract concluded with them under these General Terms and Conditions. These General Terms and Conditions shall apply in the relations with all Users using services through the electronic sales channels of BORICA AD, who automatically undertake to comply with the conditions described below.

Information by which the User can be identified may include names, telephone number, address, email address, and any other information that the person voluntarily provides when requesting service. Information shall also include any other information that the User enters, uses or provides when requesting or using the Services provided by BORICA AD.

BORICA AD may disclose personal data to third parties only in the cases and under the circumstances provided for by law or with the Users' express consent. By pressing the virtual button with the text "Agree" or other similar text having the force of a written confirmation, the User makes an electronic statement within the meaning of the Law on Electronic Document and Electronic Trust Services, by which they declare that they are familiar with the General Terms and Conditions, accept them and undertake to comply with them.

2. CUSTOMER SERVICES

2.1. Remote Ordering Services

1. Through the B-Trust mobile application installed on a smart device;
2. Through the BORICA AD e-store;

For services provided through the BORICA AD e-store that do not require a separate contract between the Customer and BORICA AD, the General Terms and Conditions shall have the force of a contract. In all other cases, the General Terms and Conditions shall be an integral part of the contract concluded between the parties.

BORICA AD delivers the services and guarantees the rights of the Users provided by law, in good faith and in line with the criteria and conditions accepted in practice, or under the consumer or commercial law. It is assumed that the electronic statements made by Users in the store are made by the persons indicated in the data provided by the Users.

The User and BORICA agree that all statements between them in connection with the conclusion and performance of a Sale and Purchase Contract may be made electronically and by electronic statements within the meaning of the Law on Electronic Document and Electronic Trust Services and Article 11 of the Law on Electronic Commerce.

2.2. Specifics of Electronic Sales Channels

For the purpose of using the services through the B-Trust mobile application, the User should first agree to the terms and conditions of the mobile application and complete the steps described below:

- to have a device that allows the installation and normal functioning of the relevant version of the mobile application;
- to have ensured that the device used is connected to the Internet in a way that allows the use of data transfer services at a speed that allows functional access to the Internet;

GENERAL TERMS AND CONDITIONS OF SALE THROUGH AN ELECTRONIC CHANNEL

- to have ensured that the device is connected to a mobile network in a way that allows it to use mobile services.

After installing the mobile application and launching it on the device, the User reads and accepts the General Terms and Conditions of the mobile application, requests the issuance of a Qualified Signature and confirms that he has read the applicable Policies, Contract and Tariff. By doing so, the User makes a request to BORICA AD to proceed with actions for issuing a Qualified Signature and concluding a contract for the use of the services available through the application. By these actions, the User agrees that the communication with the User shall be carried out through the e-mail address and mobile phone number indicated by the User at the time of registration. Any message successfully sent to the specified e-mail address, mobile number shall be deemed to have been duly delivered, without the need to confirm receipt.

The e-store is available at: <https://store.borica.bg>, through which Users have the opportunity to request a service and delivery of products offered by the e-store, including:

- to make electronic statements in connection with the conclusion or execution of contracts through the interface of the E-store website, accessible in Internet;
- to make any payments in accordance with the payment methods supported by the E-store;
- to review the services, their features, prices and delivery terms;
- to be informed of the rights arising from the law primarily through the interface of the E-store website;
- to exercise the right of withdrawal from the distance contract for the goods offered by the Supplier for which the right of withdrawal is applicable;

2.3. CONCLUDING A CONTRACT

The Customer declares their wish to order and purchase a Product and/or Service through the platform by placing an Order electronically, which is registered by the Customer accordingly. BORICA will send a notification to the Customer of the registration of the Order in its system, which is a prerequisite for the conclusion of a contract. This notification is made electronically (by e-mail).

The distance Sale and Purchase Contract between BORICA and the Customer shall be deemed to be concluded at the moment of receipt by the Customer of the notification sent to their e-mail address and/or an SMS sent to their phone that the Product subject of the Order is ready for shipment or that the Service can be provided. Such message shall contain a notification that the Customer will be further notified by a courier of the exact delivery date.

The Sale and Purchase Contract concluded between the Customer and the Seller shall consist of these General Terms and Conditions as well as an individual contract for individual products and services, where such is legally required.

3. MANNER OF PAYMENT

BORICA AD shall provide the services in accordance with the prices specified in the Tariff for the use of the services available through the electronic sales channels. The Tariff of each service is available on its website.

GENERAL TERMS AND CONDITIONS OF SALE THROUGH AN ELECTRONIC CHANNEL

In case of goods delivered by courier, the delivery price shall be determined and indicated separately from the price of the goods.

The user may pay the amount of the ordered goods and services using one of the listed options of their choice.

3.1. Payment in Cash at a Commercial Office

In such cases, payment is made in cash or with a payment card (credit/debit card) at a commercial office;

3.2. Payment via a virtual POS terminal (with a payment card)

For a payment to be made using a payment card, the following conditions must be met:

- the payment card should support the ability to make transactions using the card on the Internet.
- When paying with a payment card (credit or debit) the payment page of BORICA will open and the User should enter the details of the card through which they will make the payment.

****** In relation to any payment by a payment (credit or debit) card, the User should have in mind the following:**

- By completing the order of product(s) from the online shop, the User confirms that they are an authorized user of the credit/debit card being used - i.e. that they are the legitimate cardholder according to a contract with the card issuer or that they are expressly authorized by the legitimate cardholder to use the card.

- All credit/debit card holders are subject to verification and authorization checks with the relevant card issuer; where the issuer refuses to approve the payment initiated to the Company of the price of the goods/services ordered, the latter shall not be made.

- The transaction currency for payments with a payment card shall be Bulgarian lev (BGN).

3.3. Payment by a Bank Transfer

For this purpose, the User needs to make a bank transfer to the account of BORICA AD. The order will be executed as soon as the bank transfer is received.

IBAN: BG72UNCR75271059563024

BIC: UNCRBGSF

UniCredit Bulbank

Grounds: number of order

3.4. Refund Policy

BORICA may order a partial or full refund of the amount paid by the User for a purchase that was paid for by a bank transfer or with a payment card and the User has exercised their right to return to BORICA all or part of the product/service, or for any other reason (duplicate payment, payment without delivery), requiring the return to the User of amounts for products/services paid for through an electronic channel of BORICA.

GENERAL TERMS AND CONDITIONS OF SALE THROUGH AN ELECTRONIC CHANNEL

Beyond the possibility described above, each User may contact their payment service provider (maintaining their payment account, issuer of their payment card) for assistance in resolving problematic issues and situations related to payments ordered by them in relation to products/services subject of these General Terms and Conditions.

4. USER'S RIGHTS

4.1. Right of Withdrawal

Under the current consumer protection legislation in the European Union, where the Customer is a consumer within the meaning of the consumer protection legislation and the contract is concluded remotely or off-premises, the Customer has the right to withdraw from the contract within 14 days from the date of its conclusion, without owing any compensation or penalty and without giving any reason. The User should send/return the Products/Services back to BORICA AD without undue delay and in any case no later than 14 days from the date on which the User has notified their withdrawal from the distance contract. The deadline is deemed to have been met if the User sends or hands back the Goods (hardware media) before the expiry of the 14-day period.

Provided the User wishes to withdraw from the contract, they shall inform BORICA AD of their decision in writing or by an e-mail sent to office@borica.bg before the expiry of the 14-day period from the conclusion of the contract. Where the User wishes the provision of services to start before the expiry of the period for exercising the right of withdrawal, the Customer shall make an explicit request to this effect. In such cases, if the Customer exercises the right of withdrawal after having requested the commencement of the use of the services before the expiry of the period for exercising the right of withdrawal, the Customer shall pay the pro rata amount of what has actually been provided up to the time at which the right of withdrawal is exercised.

Where a one-time certificate for a cloud qualified signature is issued, the service is provided fully and immediately and the User loses the right of withdrawal once the requested certificate is issued.

5. USER'S OLGIGATIONS

1. The User agrees to conform to the terms and conditions in relation to the specifics of the services in terms of provision, and in relation to any policy adopted by BORICA AD aimed at protecting or improving the quality and reliability of the services;
2. The User shall provide themselves the technical equipment, software, access to mobile telephone services and mobile data transfer services that are necessary for the use of the services.
3. The User undertakes, when using the services, to comply with the General Terms and Conditions, the Contract and the applicable legislation;
4. The User undertakes to immediately notify BORICA AD of any violation committed or detected in the use of the services;
5. The User undertakes to provide true, accurate and complete information as required under the General Terms and Conditions, the Policies and Practices and the legislation in force, upon registration and identification.

6. RIGHTS OF BORICA AD

1. BORICA AD reserves its right to unilaterally change the prices announced in the Tariff, subject to the requirements of the legislation in force. Any price changes shall not affect the use of services already paid for by the User;
2. BORICA AD may unilaterally amend the General Terms and Conditions, bringing any amendment to the customers' attention within a term of not less than 1 month from its entry into force;
3. BORICA AD reserves its right to suspend access to the services provided.
4. BORICA AD has the right, but not the obligation, at its discretion, to delete information resources and materials published in the electronic sales channels.

7. CONSUMER PROTECTION OBLIGATIONS OF BORICA AD

The rules of this section of these General Terms and Conditions shall apply to Users who, according to the data provided for the conclusion of the Sale and Purchase Contract through an electronic sales channel, may be inferred to be consumers within the meaning of the Law on Consumer Protection, Law on Electronic Commerce and/or Directive 97/7/EC of the European Parliament and of the Council of 20 May 1997 on the protection of consumers in respect of distance contracts.

1. BORICA AD undertakes to take due care to ensure the User's ability to access the services provided.
2. BORICA AD undertakes that the services provided by it shall not infringe any copyrights and license rights of third parties;
3. All prices provided through the electronic sales channel are inclusive of all taxes.
4. BORICA AD is obliged to indicate the delivery terms and conditions of the individual goods in the Company's e-shop.
5. BORICA AD shall indicate the total value of the order for all items contained therein.
6. Where the consumer exercises their right of withdrawal, BORICA AD is obliged to refund in full the amounts paid by the consumer no later than 14 calendar days from the date on which the consumer exercised their right of withdrawal from the concluded contract.

8. DISPUTES AND COMPLAINTS

The competent authority for consumer issues and consumer disputes is the Commission for Consumer Protection, as referred to in section 1.2 of these General Terms and Conditions.

Consumers can use the European Online Dispute Resolution (ODR) platform available at / <http://ec.europa.eu/odr/>, a single point of entry that allows consumers and traders in the EU to settle their disputes. Alternative Dispute Resolution (ADR) between consumers and traders is an out-of-court conciliation procedure on a voluntary basis. The joint conciliation committees facilitate agreement between consumers and traders. If no agreement is reached between the parties, the dispute will be referred to the competent Bulgarian court.

GENERAL TERMS AND CONDITIONS OF SALE THROUGH AN ELECTRONIC CHANNEL

Outside the above possibilities, complaints concerning the use of services provided by BORICA AD shall be dealt with upon written submission of information to address: 41 Tsar Boris III Blvd., Sofia, or to e-mail address: office@borica.bg, phone: 0700199 10

In the implementation of this procedure, the complainant shall receive a reply within 1 (one) month after receipt of the complaint, except in cases where the applicable legislation expressly provides for another time limit for reply. This time limit and this procedure shall not apply to disputes, complaints and requests relating to processing of personal data. Such requests shall be dealt with in accordance with the applicable Personal Data Protection Policy and in accordance with the time limits and requirements of Regulation (EU) No. 2016/679 and applicable legislation.

9. TERMINATION

The contractual relations between BORICA AD and the User shall be terminated in the following cases:

- in case of liquidation and dissolution, or bankruptcy of one of the parties to the contract;
- by mutual consent of the parties, agreed in writing;
- unilaterally, by a notice from either party in the event of default by the other party on its obligations;
- in the event of objective impossibility of either party to the contract to perform its obligations;
- in the event of exercise of the right of withdrawal under the Law on Consumer.

10. INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights in any materials and resources located on the electronic sales channels (including the available databases) shall be protected by the Law on Copyright and Related Rights, shall belong to BORICA AD or the relevant appropriately designated person that has assigned the right of use to BORICA AD, and may not be used in violation of the applicable legislation. Nothing in the distance contract concluded between BORICA AD and the User shall entitle the User to copy, distribute, publish, make available to third parties, modify in any way any part of the content of the electronic channel of BORICA AD, including but not limited to the content of the trademarks, logos, multimedia content of the platform or descriptions of the products or services, including by introducing any external content or removing the signs indicating the proprietary rights of BORICA AD. In any case of copying or reproduction of information outside of what is permissible, as well as in the event of any other violation of the intellectual property rights over the resources of BORICA AD, the Company shall be entitled to claim compensation for the direct and indirect damages suffered in their full amount.

These General Terms and Conditions shall come into force from 01.04.2022.