

GENERAL TERMS AND CONDITIONS FOR USE OF INFORMATION SERVICES AND CONTENT ACCESSIBLE THROUGH SANA BULGARIA'S WEBSITE

The present document contains the general terms and conditions of the contract for the use of the information services and resources (in short, **General Terms and Conditions for Use**) provided by SANA Bulgaria through the SANA Bulgaria's website – www.sanabg.com, accessible via <https://sanabg.com>, and regulates the relations between SANA Bulgaria and any user of the services or content accessible through the SANA Bulgaria's website.

I. DEFINITIONS

ARTICLE 1. (1) For the purposes of the application and interpretation of the present General Terms and Conditions for Use, the terms and phrases used have the following meaning:

1. „SANA Bulgaria” – „SANA-R 1” EOOD, private company, established and operating in accordance with the laws of the Republic of Bulgaria, UIC 201630993, with seat and address of management: Rousse, 100 Bulgaria Blvd.
2. „User” – every person who uses the information services or the content offered through the SANA Bulgaria's website, regardless of the form of the usage.
3. „Webpage” – a hypertext document containing files, images, audio, video and/or audio-visual and other content accessed through a unified resource address (URL).
4. „Website” – a set of webpages, containing text, sound, images, electronic references, computer programs (software) or other materials and sources which are available in the Internet and accessible via unified resource address (URL) in an electronic communications network using the hypertext transfer protocol (http/https).
5. „SANA Bulgaria's website” - a website, maintained and administrated by SANA Bulgaria and available at <https://sanabg.com>, offering the user various information services and content which are subject to the present General Terms and Conditions for Use.

6. „Information system“ - every specific device or combination of devices similar to each other with device or at least one of them is designed to save, send or receive electronic documents.
7. „Electronic reference“ - a hyperlink, designated to a specific webpage, which allows automated forwarding to another webpage, information resource or an object via standardized protocols.
8. „Services“ - the information services offered via SANA Bulgaria’s website.
9. „Content“ - every text, image, sound, video, multimedia or other audio and/or audio-visual content, electronic reference or other material or information, including expressed opinions and/or positions, published on the SANA Bulgaria’s website and stored on a server owned by the Shared Hosting Services Provider, so that it can be accessed through the SANA Bulgaria’s website.
10. „Shared Hosting Services Provider“ - a natural person or a legal entity providing Shared Hosting Services.
11. „Shared Hosting Services“ - including but not limited to: providing free disk space, located in the infrastructure of the Shared Hosting Services Provider; providing access to administration panels for publications services; processing and administration of information, stored in the provided disk space services; use of email; providing parameters in relation to provided service under a contract between the SANA Bulgaria and the Shared Hosting Services Provider; providing technical support services; providing control panel for management of the subscriptions and the registrations of the users; etc.
12. „Random event“ - an unforeseeable and unavoidable event of an unusual nature which could not have been foreseen at the time of the conclusion of the contract and which, on its occurrence, makes the provision of services objectively impossible.
13. „Unlawful conduct“ - actions and/or inactions which cause damages to individuals using the electronic communication networks and services, including sending of unsolicited commercial communications (spam), channel overflow (flood), cyberbullying and systematic sending of abusive, humiliating, offensive or threatening emails, gaining access to others’ rights or passwords, acquired illegally, use of systems’ flaws in order to gain benefits for the perpetrator or a third party or acquiring information, disturbing the normal work of the other Internet users or the users of other electronic communication networks, perpetration of acts which can be classified as criminal offenses, including but not

limited to damaging or destroying property via unlawful access to computer systems or information arrays, computer fraud, introducing a computer virus into a computer program or Trojan Horses type of system, remote control systems, etc. as well as other acts that can be classified under the scope of a delict or administrative offense under the Bulgarian legislation.

- (2) In the appropriate cases, the words used in singular shall be regarded as including the plural version of the same words and vice versa.

II. SUBJECT OF THE CONTRACT

- ARTICLE 2.** (1) The services provided by SANA Bulgaria via its website include but are not limited to services connected with searching and acquiring access to information and content, available to users in the form of text, images, audio, video and/or audio-visual resources, etc., as well as all the other services related to the former.
- (2) SANA Bulgaria periodically improves the services, available through its website in accordance with its activities, by alternating the number of the services, their characteristics and the way they are provided. In this regard SANA Bulgaria may create or delete certain functionalities of the services as well as to stop providing them.

III. GENERAL PROVISIONS

- ARTICLE 3.** (1) The present General Terms and Conditions for Use are applicable to the provision of services through the SANA Bulgaria's website and they are an immanent part of the contract concluded between SANA Bulgaria and the user.
- (2) SANA Bulgaria reserves the right to amend the present General Terms and Conditions for Use at any moment by publishing the General Terms and Conditions for Use on SANA Bulgaria's website.
- (3) The text of the present General Terms and Conditions for Use is available on the internet at:
https://sanabg.com/?page_id=37 (in Bulgarian)
https://sanabg.com/?page_id=38&lang=en (in English)
in a format which allows their storage and reproduction.
- (4) The electronic reference to the webpage containing the text of the present General Terms and Conditions for Use is

displayed at the bottom of every webpage of SANA Bulgaria's website.

- (5) The present General Terms and Conditions for Use are considered binding for SANA Bulgaria from the moment of their publishing on SANA Bulgaria's website or of the respective date of entering into force.
- (6) The user confirms that they are familiar with the present General Terms and Conditions for Use.
- (7) The user confirms they are of legal age and legally incapacitated. In case the user is not of legal age, they confirm they received their parent or legal guardian's agreement in accordance to the requirements of the Bulgarian legislation.

IV. FREE DELIVERY OF SERVICES

- ARTICLE 4.** (1) The services available through the SANA Bulgaria's website are offered to the user free of charge.
- (2) Regardless of the possible changes in the present General Terms and Conditions for Use or in the usage and access mode, the user does not need to pay for using the services.

V. CONCLUSION OF THE CONTRACT

- ARTICLE 5.** (1) The contract is considered binding upon the parties from the moment the user has read the content of the present General Terms and Conditions for Use and has accepted them.
- (2) The user confirms they are familiar with the present General Terms and Conditions for Use, agree with them and that the user takes the obligation to follow them every time the user uses the services and the content available through the SANA Bulgaria's website.
- (3) Use within the meaning of the preceding paragraph includes, but is not limited to, any opening, displaying, and playback of a webpage on the SANA Bulgaria's website, clicking or tapping an electronic reference visible on the home page or any other webpage of the SANA Bulgaria's website, and so on.
- (4) Should the user disagree with any of the requirements, provided for in the present General Terms and Conditions for Use, the latter shall not use SANA Bulgaria's website or any of the services available through it. If the user is already using or has used them, they should stop the usage immediately and leave SANA Bulgaria's website.

VI. RIGHTS AND OBLIGATIONS OF THE PARTIES

RIGHTS AND OBLIGATIONS OF THE USER

ARTICLE 6. (1) The user is entitled to online access to the services, provided through the the SANA Bulgaria's website in compliance with the requirements for access to the respective services as determined by SANA Bulgaria.

(2) The user is entitled to online access to the information in the form of text, graphic, audio, video or audio-video content, subject to the following limitations:

1. Access to audio, video or audio-visual content shall be available on demand only, via media streaming. Media streaming is the transmission of a steady stream of audio and/or video signals through an electronic communications network from the SANA Bulgaria's website or via an electronic link to websites created, maintained and administered by third parties to an end user device that allows them to watch and listen to the content in real-time without having a permanent copy of the content or being able to download and record it;
2. Downloading and recording the content is provided only with the permission of SANA Bulgaria or the third parties concerned. An indication of such permission is, for example, the existence of an explicit download option in the form of a download button or an electronic reference that leads to the respective content.

ARTICLE 7. The user undertakes in the process of use of the services provided by SANA Bulgaria:

1. not to perform unlawful conducts within the meaning of these General Terms and Conditions for Use;
2. to not use, copy or distributes the content, accessible on the SANA Bulgaria's website for any commercial usage;
3. not to impersonate another person or representative of a person who is not authorized to represent or otherwise mislead SANA Bulgaria or third parties with regard to his/her identity or affiliation to a certain professional or a group of people;
4. to notify SANA Bulgaria of any case of performed or discovered violation in the use of the provided services;
5. to notify SANA Bulgaria when any damaged, broken or out of date content or electronic links are found in order for them to be timely fixed, removed or updated.

RIGHTS AND OBLIGATIONS OF SANA BULGARIA

- ARTICLE 8.** (1) SANA Bulgaria undertakes to take due care to enable the user to use the services normally and undisturbed. Nevertheless, SANA Bulgaria does not guarantee that the content available through the SANA Bulgaria's website is full, accurate, correct and errorless.
- (2) SANA Bulgaria is entitled, without being obliged to, at its sole discretion and without any prior notice, to suspend, restrict or change the services provided to the user through its website.
- (3) SANA Bulgaria is entitled, without being obliged to, at its sole discretion and without any prior notice, to suspend, restrict the access or change the services, provided to the user via SANA Bulgaria's website, as well as to notify the competent state authorities if it determines that user's actions violate the norms of the Bulgarian legislation, the present General Terms and Conditions for Use or endangering the rights of third parties.
- ARTICLE 9.** (1) SANA Bulgaria is entitled to place on each of the webpages of the SANA Bulgaria's website electronic references to websites out of SANA Bulgaria's control.
- (2) SANA Bulgaria is not liable for the content, truthfulness and conformity with the law of the websites under paragraph 1 or the content distributed through them, neither for services or content, which have become known to the user in the process of use of the services provided by SANA Bulgaria's website.

VII. INTELLECTUAL PROPERTY RIGHTS

- ARTICLE 10.** (1) When using the services subject to the present General Terms and Conditions for Use, the user has access to a variety of content, which may include content protected by copyright, trademark or other intellectual property rights of SANA Bulgaria or of designated third parties.
- (2) The intellectual property rights on all materials and resources on the SANA Bulgaria's website are protected by the are subject to protection pursuant to the Bulgarian Copyright and Related Rights Act and/or the Bulgarian Marks and Geographical Indications Act and/or other applicable laws and are held by SANA Bulgaria or the respective holder of the intellectual property right that has granted the right of use to SANA Bulgaria.

VIII. LIABILITY

ARTICLE 11. (1) SANA Bulgaria takes all due care that the information available on the SANA Bulgaria's website will always be correct and up-to-date, but does not guarantee the authenticity and thoroughness of the content and does not commit to any deadlines for updating the information, unless otherwise specified on SANA Bulgaria's website.

(2) SANA Bulgaria takes all due care to provide the services for normal use to the user, but is not obliged to and do not guarantee that the services provided free of charge will satisfy the user's requirements or that the services will be uninterrupted, timely and secure.

ARTICLE 12. (1) By accepting the present General Terms and Conditions for Use, the user declares that the use of the services provided shall be entirely at his/her risk and liability.

(2) The parties agree that SANA Bulgaria shall not be liable for any damages that might be incurred by the user in the course of the use of the services, unless such damages are caused by SANA Bulgaria intentionally or due to gross negligence.

(3) SANA Bulgaria shall not be liable for any damages caused on the user's software, hardware, devices and equipment, neither for any loss of data, arising from any materials or resources uploaded or used in any way through the medium of the services provided.

ARTICLE 13. (1) SANA Bulgaria shall not be liable for failing for non-provision of the services due to any circumstances beyond its control, including in cases of cases of force majeure events, random events, any problems in the global Internet caused by damage to the basic physical infrastructure, improper software configuration, network overloading, denial of service attacks, and any other issues in the provision of services beyond the control of SANA Bulgaria, any problems due to the user's equipment, as well as in case of unauthorised access or intervention by third parties in the operation of the SANA Bulgaria's information system or the servers of the Shared Hosting Services Provider.

(2) SANA Bulgaria shall not be liable for the availability, quality of the services or trustworthiness of the external information provided to the user by third parties and indicated in the SANA Bulgaria's website, by means of any reference, including any electronic references to external data resources.

ARTICLE 14. (1) SANA Bulgaria shall not be liable for the user's actions or inactions related to the use of the services.

(2) SANA Bulgaria shall not be liable before the User and any third persons for any damages incurred and loss of profit arising as a result of the termination, suspension, amendment or limitation of the Services, the deletion, modification, loss, inauthenticity, inaccuracy or incompleteness of messages,

materials or information used, recorded or made accessible through SANA Bulgaria's website.

- (3) SANA Bulgaria shall not be liable for damages incurred, including loss of profit by the user or any third persons arising as a result of the termination, change or limitation of the services or the termination of the contract due to violation by the user of these General Terms and Conditions for Use or the legislation in force, or due to provision of information or execution of orders issued by competent authorities.

IX. TERMINATION OF THE CONTRACT

ARTICLE 15. Besides the cases stipulated in the present General Terms and Conditions for Use, the contract between the parties shall be terminated upon occurrence of one of the following circumstances:

1. termination of the support of SANA Bulgaria's website;
2. upon mutual consent of the parties;
3. in other cases as provided by law.

X. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

ARTICLE 16. (1) As far as the services provided by SANA Bulgaria are constantly supplemented and modified for the purpose of their development and improvement and with view to legislative changes, the General Terms and Conditions for Use may be unilaterally amended by SANA Bulgaria.

(2) In case of any amendments to the General Terms and Conditions for Use, SANA Bulgaria shall notify the user of such amendments by publishing them on SANA Bulgaria's website in reasonable time after they come into force.

(3) The user may disagree with the changes in the General Terms and Conditions for Use by terminating the use of the services available through the SANA Bulgaria's website. If the user continues to use the services provided by SANA Bulgaria's website after the amendments came into force, the user will be deemed to have agreed to the amended General Terms and Conditions for Use.

XI. MISCELLANEOUS

ARTICLE 17. SANA Bulgaria undertakes the necessary measures for the protection of the user's personal data in accordance with the requirements of the Bulgarian Personal Data Protection Act and

the up-to-date Bulgarian and European legislation. SANA Bulgaria's Privacy Policy is available on SANA Bulgaria's website at:

https://sanabg.com/?page_id=3 (in Bulgarian)

https://sanabg.com/?page_id=34&lang=en (in English).

- ARTICLE 18.**
- (1) Unless otherwise explicitly provided, the written statements and notifications stipulated in these General Terms and Conditions for Use shall be deemed valid if made in the form of a letter with a return receipt, email, pressing on or checking in a virtual button/ check box on the SANA Bulgaria's website and in other similar manner, as far as the statement is technically recorded in a way allowing its reproduction.
 - (2) If any provision of the General Terms and Conditions for Use proves to be null and void, this shall not entail nullity of the contract, other provisions or other parts thereof. The void provision shall be replaced by the imperative norms of law or by the established practice or custom.
 - (3) The General Terms and Conditions for Use shall be governed by Bulgarian law and for all matters not settled by the present General Terms and Conditions for Use, the provisions of the Bulgarian legislation in force shall apply.
 - (4) All disputes between the parties arising from or pertaining to the contract between them, including those arising from or related to their interpretation, validity, performance or termination, as well as disputes on filling any gaps in the contract or its adaptation to new circumstances, shall be resolved amicably and in good faith, through negotiations and mutual concessions. If it proves impossible to reach agreement, the dispute may be referred for resolution to the competent court in Rousse, in compliance with the Bulgarian legislation in force.

The present General Terms and Conditions for Use are adopted with a decision of the SANA Bulgaria's General Manager on 01.04.2019 prior to the launch of SANA Bulgaria's website.

Any subsequent changes to the General Terms and Conditions for Use shall be effective from the date indicated with the corresponding amendments.

© 2019, SANA Bulgaria.