



GENERAL TERMS AND CONDITIONS

Valid as of April 2021

INTRODUCTION

The present General Terms and Conditions together with the Privacy Policy and any other terms, rules, or guidelines accessible on our website (collectively, the “Client Agreement”) set out the terms upon which we—Findilao Ltd, a company with Headquarters located in Bulgaria, 9002 Varna, 54 Osmi Primorski Polk Blvd, Central Point, 6th fl., trade registration number (UIC) 204977814, VAT number BG204977814 (also referred to as “we”, “us”, “our”, “Findilao”, “the company” or “our company”)—will offer our services to you and shall govern all and/or any of the services offered by us to you during the course of the Client Agreement. The website content (including user content, defined below) is collectively defined as the “website”.

You should read the Client Agreement carefully to ensure that you understand your rights and obligations in accordance with the terms mentioned there, the nature of services offered, and the liabilities associated with the services. It is your responsibility to seek independent advice to ensure that you fully understand the Client Agreement.

We present our services to you via the website or any other means of communication. We have obtained the necessary authorisations by our suppliers and licensors for delivering any specific aspects of the services, where applicable. Our company acts solely as an intermediary facilitator between you and your clients helping you connect with them via digital and traditional channels.

The conditions for purchasing, accessing and using the services presented on the website are defined by our company in compliance with the laws of Bulgaria considering the recommendations and regulations in the relevant EU regulations, including, without





limitation, the General Data Protection Regulation. None of our suppliers or licensors should be held liable for the conditions presented on the website. These conditions may also vary based on your country of residence and your preferred language. You understand that we also use third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run our services. Where applicable, we will also use on an outsource basis third-party service providers for the execution of specific projects and tasks requested by you. Our company is not in any way involved in the provision of legal advice, recommendation, or any other services that require a licence, as per the rules of the applicable EU regulations.

By accepting the Client Agreement for using a service published by us on the website or elsewhere presented to you, you become our client. Therefore, the Client Agreement is between you and our company, but not between you and our suppliers or licensors (if any). It is subject to your acceptance without amendment. If you do not agree to these general terms and conditions, please do not use our services. If these terms and conditions are considered an offer by us, acceptance is expressly limited to them.

We may make changes to the Client Agreement from time to time. When we do, we will revise the "valid as of" date given above. It is your responsibility to review this document frequently and to be aware of any changes to it. Its then-current version will replace all earlier versions. You agree that your continued use of our services after such changes have been published to the website will constitute your acceptance of these reviewed terms and conditions. By signing this Client Agreement before you start using our services, you explicitly and implicitly agree to be bound by the Client Agreement each time you use our services. The Client Agreement overrides any other agreements, arrangements, express or implied statements made by our company or any Introducer(s).



1. USAGE OF OUR SERVICES

1.1. Subject to these General Terms and Conditions, we grant you a limited, non-exclusive, non-transferable licence to use our services for your use and not for resale or further distribution. Your right to use our services is limited by all general and service-specific terms and conditions associated with the Client Agreement. Except for your pre-existing rights and this licence granted to you, we retain all rights, title and interest in and to our services, and retain all related intellectual property rights.

1.2. Our services are protected by applicable intellectual property laws, including the Bulgarian copyright law and international treaties. Except as otherwise explicitly mentioned in these General Terms and Conditions or as may be expressly permitted by applicable law, you will not permit or authorise any third party to:

- reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of our services;
- rent, lease, or sublicense access to any of our services;
- circumvent or disable any security or technological features or measures of our services;
- use the services in a manner that overburdens, or threatens the integrity, performance or availability of our services;
- modify, adapt, or hack the services or modify another website to falsely imply that it is associated with the services offered by our company;

1.3. We reserve any rights not explicitly granted in this document.

1.4. We reserve the right to refuse service to anyone for any reason at any time. It is also understood that our company is not required (and may not be able) to accept you as a client also under applicable regulations and/or until all required documentation has been received





by us, properly and fully completed by you, and all our internal checks have been completed satisfactorily. For doing such checks, we may request from you additional information.

1.5. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services (or any part connected to them) with or without notice.

2. YOUR CLIENT RELATIONSHIP WITH FINDILAO

2.1. To start using our services, you may contact or be contacted by a representative of our company who will guide you through the onboarding process. You will be assigned a personal account manager who will be your primary contact person for any related matters.

2.2 To initiate the delivery of our services, we may request you to provide us with the correct and complete information about your business and company. We will create an account for your company within our system storing all such information and documentation. You must provide your full name, company legal name, billing details, a valid email address and any other information requested to complete the signup process, set up and maintain your account. Any personal information is collected at the minimum possible extent that will allow us to recognise you as a client, fulfil our legal and tax obligations, provide you with our services and communicate with you. The information is securely stored on a remote server and will not be disclosed by us to any third party unless required by applicable law or any agreement we have with our suppliers or licensors. You are always required to keep your company information (especially the contact details) up-to-date and inform us of any changes.





2.3. By entering into the Client Agreement on behalf of a legal entity, such as the company you work for, you warrant that you have the legal authority to bind that entity to the Client Agreement.

2.4. The Client Agreement will take effect and commence upon accepting it when signing a corresponding Service Agreement.

2.5. Whenever we request you to provide us information electronically on our website, we secure the transmission of such information through SSL encryption. However, no information submitted via the Internet can be 100% secure and protected.

2.6. You are responsible for any actions taken in connection to your account and the usage of our services. We will not be liable for any acts or omissions of yours, including damages of any kind incurred because of such acts or omissions.

2.7. You can request the closing of your account upon termination of this Client Agreement. Once your account is closed, we will store your personal information in our archive for a reasonable period so that we can recognise you as a returning client in the future. The period for which we store personal information depends on the type of information collected and is defined in compliance with the applicable EU data protection regulation considering both your and our legal interests. We may store your contact email address for a maximum of 24 months after the closure of your account. To fulfil our legal and tax obligations, we may store your name, company and billing details for a maximum of 5 years after the closure of your account. For your identification as our returning client, we may store your other personal information for a maximum of 6 months after the closure of your account. However, you may request all your personal information, except your name and billing details, to be completely and immediately removed from our servers after the





closure of your account. Please note, that any deleted data cannot be recovered on our servers and you will need to provide it again as a returning client.

2.8. You may not use our services for any illegal or unauthorised purpose. You must not, in the use of the services, violate any laws in your jurisdiction.

2.9. We may, at our discretion, suspend your account or your usage of our services at any time for any good reason with or without notice.

3. PAYMENT

3.1. You can purchase from us a subscription-based or a one-time service (when such is available) and settle an invoiced payment using a wire transfer (including direct debit).

3.2. You will be paying once or regularly according to the applied billing frequency (monthly, quarterly, annually, etc.) for the service you have bought.

3.3. We do not store any bank information related to your payment. All such information is processed and stored securely by our payment service providers in line with their Privacy Policies and security standards. We may access and process your billing information to verify your payments for our services and fulfill our tax obligations. We consider all your payment information strictly confidential. Having access to it, we will not disclose it to any third parties other than those listed in clause 8 and according to the provisions of our Privacy Disclosure outlined in this same clause.

3.4. Services: We offer digital marketing outsourcing and trade representation services that are subscription-based unless specified otherwise in a service's description, e.g. one-time services. You can find the conditions for purchasing and using a service in its presentation and corresponding Service Agreement.

3.5. You agree to abide by the following payment policies strictly:



3.5.1. Pricing policy:

- We present the price of a service excluding VAT or another applicable sales tax.
- The price does not include any additional costs you may incur using the related services of third-party providers (such as ad platform fees, specific technologies and so on).
- We reserve the right to review and update the prices of the offered services in line with changing inflation or other economic conditions.
- The prices of our services are subject to change upon 60 days' notice from us to all clients that have a subscription-based service plan. Such notice may be provided at any time by email sent to the address used for your account registration. If you as a client disagree with such a change, you may cancel your subscription within the notice period according to the cancellation policy.
- We, at our discretion, may exclude you from future changes to the price of the purchased service.
- The price of a service may vary based on the clients' country of residence, and we define it at our discretion based on the costs that we incur for serving clients from specific countries. We shall not be liable to you for any price change to, or price difference in, the services.

3.5.2. Preview policy:

- Whenever and to the extent applicable, we will provide you with a preview of the offered services (e.g. samples, demos or other means of evaluation of the services' quality) to facilitate your informed purchase decision.
- We encourage you to take your time and review the provided demonstrations before making an actual purchase.





- For any questions or a specific service demonstration, you may contact your account manager or send our Customer Support an email at support@findilao.com.

3.5.3. Testing policy:

- We may offer a free or paid trial period for all subscription-based services as well as free initial consultations.
- For each service, you are entitled to only one trial period.
- To start a trial period of a selected service (if such is available), you may be required to enter payment information and complete the purchase of the service in the secure checkout page of the available payment service provider and register an account with Findilao for follow-up verification.
- The date of confirming the purchase is considered your subscription date when the trial period starts.

3.5.4. Billing policy:

- Depending on the service type (one-time or subscription-based), we provide you with one-time or continuous servicing (period-to-period).
- All charges are invoiced in advance according to the applicable billing term and should be settled within 10 days after the reception of the invoice electronically (via email).
- For subscription-based services, charges are invoiced at the beginning of each billing period.
- If you purchase a one-time service, 50% of your charges will be invoiced on the date of the purchase and the remaining 50% - at the date of the outcomes' delivery.
- We collect your billing details to fulfil our tax and invoicing obligations.



- It is your sole responsibility to provide correct billing details and keep them up-to-date in your account with Findilao.

3.5.5. Refund policy:

- Until the end of a paid trial period (if any), you may cancel your subscription and will receive a full refund for the amount spent on the service.
- You may receive a time-based pro-rata refund for specific services after the trial period only in case of a termination of the service you purchased from us or if you cancel your subscription in disagreement with an updated version of these General Terms and Conditions. We will calculate this pro-rata refund according to the length (in days) of the service provided by us for the current billing period. You are also eligible for such a pro-rata refund in case we fail to deliver the purchased service for any reason, except force majeure events, within a specific billing period. All refunds apply solely for the current active billing period and do not concern past (completed) billing periods.
- However, no refunds (pro-rata or otherwise) are provided upon cancellation after the trial period when we adequately deliver a purchased service. If you cancel after the trial period before an upcoming renewal day, you will not receive a refund, but you will not be charged on the following renewal day and henceforth.

3.5.6. Renewal policy: A subscription will automatically renew at the end of its billing term unless you cancel it as provided in the respective policy.

3.5.7. Failed charges policy:

- If we are unable to receive your payment until the invoice due date, your account will enter the dunning process, and you will then have up to five days from the missed



due date to settle the payment for the invoiced amount before we stop providing you with our services.

- Access to a service that we terminated due to failed payment may be reactivated if you settle the payment for all invoiced charges accrued on the account since the failed payment.

3.5.8. Cancellation policy:

- You may cancel a subscription at any time by informing your account manager or sending us a request at support@findilao.com.
- Once you submit and confirm a request for cancellation after the end of the trial period (if any), you will be able to continue using the service until the end of the current (active) billing period.
- If you submit and confirm a request for cancellation before the end of the trial period, unless otherwise specified, we will stop delivering you our services on the date of the cancellation.
- If you cancel your subscription, your billing information may be archived and stored securely on the payment platform that you use. We will process it for identifying you as a customer for future purchases.
- You can find more information about the period and rules for storing your data in the privacy policies of the payment service providers or the Client Agreement.
- We may cancel your subscription immediately with no rights for a refund if we detect any fraudulent actions from you and have legal proof to believe that such acts occurred.





4. DELIVERY

4.1. We will deliver all services through your assigned account manager who will be the focal point in our communication connecting the in-house production team at Findilao and your company's relevant representatives.

4.2. Before presenting you the outcome of our work, we will make sure that it is tested and verified for meeting the highest possible standards applying scientifically proven methodologies.

4.3. Once you receive a deliverable, you will be entitled to review it and request any corrections you may deem necessary. As Findilao offers you a fully outsourced marketing department, you may expect utmost attention to detail and readiness for numerous iterations of the outcome until it fully satisfies your needs.

4.4. Apart from the specific outcome, Findilao will take care also of on-going optimisation, tests and maintenance.

4.5. With the facilitation of your account manager and whenever applicable, you will be able to meet Findilao's production team and discuss directly your requirements or provide feedback.

4.6. The timeframe and ultimate deadline for delivery of a service should be defined in advance along with all specifications of a project. Any updates in the specifications come at no extra charge for you and should be communicated the soonest possible via your account manager. If necessary, multiple briefings or discussions can be held to clarify all specifications and requirements.





4.7. The service delivered to you includes in the subscription price all operational costs and the required expertise of Findilao's team to execute specific tasks and complete the planned projects.

4.8. Actual ad expenditure for running campaigns, the costs of purchasing specific tools and equipment which is not part of a default setup, as well as any licensing fees for the usage on your behalf of intellectual property should be borne by your company.

4.9. You are entitled to use Findilao's services on a non-exclusive basis and have to acknowledge that the company's capacity may be distributed across several clients and projects. At the best of our knowledge, we will inform you in advance about any shortage of resources or capacity for a given period of time. We will incorporate any potential limitations into the presented expected timeframe for delivery of a service outcome.

4.10. The service delivery has two main stages - initial setup and ongoing maintenance and realisation of new projects and initiatives. We will allocate adequate resources to ensure smooth and uninterrupted service during both stages.

5. CLIENT CONTENT

5.1. You represent and guarantee that: (1) any information you provide in connection to your use of our services is true, accurate and complete and you will maintain and update such information regularly; and (2) you will respect the intellectual property and other informational and all rights of our company, its suppliers and licensors, and others.

5.2. In these General Terms and Conditions, your content includes, but is not limited to, pictures, texts, opinions, feedback, suggestions, ideas, personalisation settings, project specifications and other information or content, which is or may be provided to us ("client content").



5.3. We will treat with great care any personally identifiable or confidential information you submit to us, taking all appropriate security and non-disclosure measures. However, you should understand that there is no 100% guarantee that any information transmitted via the Internet can be completely secured.

6. PROHIBITED CLIENT CONTENT

6.1 We have the right to refuse processing your content at our discretion and may terminate our relationship with you if you violate the Client Agreement. You agree that you will not under any circumstances send us for production any content (including software, text, images, or other information) that:

- Is illegal or promotes illegal activities;
- Targets, slanders or fuels violence against any individual or group;
- Is pornographic, or discriminates against an individual or group based on their social or cultural status, be it religion, gender, sexual orientation, ethnicity, age, or disability;
- Is spam, constitutes illegal or unwanted advertising, unauthorised solicitation, or any form of lottery or gambling;
- Contains or installs any computer malware or viruses or other content that is designed or intended to disrupt or damage any software, hardware, or telecommunications equipment or to obtain unauthorised access to any data of any third party;
- Infringes on any branded right of any party, including trademark, copyright, the right of publicity, or other rights;
- Impersonates any person or entity, including any of our employees or representatives; or



- Violates the privacy of any third party.

7. REVIEW OF CLIENT CONTENT

7.1 We cannot and do not undertake screening, reviewing, editing, censoring or otherwise filtering or controlling your content or the behaviour of the users of your content or website. We may, but shall not be obliged to, review, either manually or automatically, all your content which is or may be used in the realisation of your projects by our team.

7.2 We retain the right (but disclaim any obligation) to reject and not use any of your content, which we deem a breach of these General Terms and Conditions.

7.3 Our company retains the right to cooperate with any law enforcement authorities, or in response to court and other official requests directing that we disclose the identity of anyone using prohibited content.

8. PRIVACY DISCLOSURE

8.1. We may request and collect from you specific non-sensitive personal data to fulfil our contractual obligations according to the Client Agreement, including the Terms of Use of the website.

8.2. Your data collected by us will be stored, processed, and protected under the rules of the EU's General Data Protection Regulation.

8.3. We will use your details only to identify you as our customer, for delivering our products and services to you and for other purposes described in our Privacy Policy.

8.4. We may disclose your data to independent third-party data processors and controllers within or outside the EU who are involved in serving you as a client of Findilao only based on applicable legislation and contractual agreements we have with such third-parties as per the provisions of clause 8.5.



8.5. Our company has the right to disclose your personal information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- Where required by law or a competent court.
- Where requested by any regulatory authority having control or jurisdiction over our company, you, your or our associates, or in whose territory we have clients.
- To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity.
- To credit reference and fraud prevention agencies, third authentication service providers and other financial institutions for credit reference agencies, fraud prevention agencies, third authentication service providers and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of you. To do so, they may check your details supplied against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. They will retain a record of the search.
- To our professional advisers, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidential obligations in this document as well.
- To other service providers who create, maintain or process databases (whether electronic or not), offer recordkeeping services, email transmission services, messaging services or similar services which aim to assist us collect, store, process and use your information or get in touch with you or improve the provision of the services under the Client Agreement.
- To data reporting service providers.



- To other service providers for statistical purposes to improve our marketing, in such a case the data will be provided in an aggregate form.
- To market research call centres that provide telephone or email surveys with the purpose to improve the services of our company.
- Where necessary, so that our company defends or exercises its legal rights.
- Upon your request or with your consent.
- To an owner or an affiliate of our company.

8.6. Such disclosure will be done to the minimum possible extent allowing these third-parties or legal authorities to execute their tasks regarding processing your data.

8.7. If you give us permission to send you via email marketing information about new products and special offers by ticking the respective checkbox in an online form on our website or another platform, you may unsubscribe from such email communication with us at any time using the respective link at the bottom of our emails or by replying to an email requesting to unsubscribe. Once you unsubscribe, you will not be contacted by us for marketing purposes, but your email address will remain stored on our servers for any other applicable purpose, including identifying you as our client, according to the provisions of clause 2.10, i.e. for a maximum period of 6 months after our last interaction.

8.8. We may record telephone conversations and electronic communications between you and our company following the applicable regulations. The recordings will be our sole property. You accept such recordings as conclusive evidence of the orders/instructions/requests or conversations so recorded. You have the right to request, and we shall, upon such a request, provide you with such records kept in respect of you.

8.9. You accept that, from time to time, we may contact you directly by telephone, fax, email or otherwise for administering the terms of the Client Agreement.





8.10. You may receive a full summary of your data collected, processed and stored by us as well as request its complete deletion from our server archives upon written notice submitted to office@findilao.com and your account manager. We shall respond to such requests within 30 days with a reasonable resolution according to the applicable laws and regulations.

8.11. By filling in and submitting your details via an online form on our website, you allow us to collect and process the provided personal information as explained above according to these General Terms and Conditions and the Privacy Policy of our company.

8.12. You have the right to object against any further collection, processing, storage, or transfer of your data by Findilao that is necessary for specific context during the term of the Client Agreement. To do so, you need to contact your account manager and send us an email at office@findilao.com explaining the reasons for your objection against the provisions of applicable law or our legal interests. We will accept any reasonable objection that does not contradict existing legal requirements and prevails over our interests as per applicable law.

8.13. In case of an unresolved dispute over the collection, processing, storage, or transfer of your data by Findilao, you have the right to file a complaint at the Commission for Personal Data Protection in Bulgaria. You may do so also in your country of residence if it is an EU member state or provides a level of protection comparable (or "essentially equivalent") to the one guaranteed in the EU proven by an adequacy decision by the EU data protection commission. If needed, the dispute shall be brought to and resolved by a competent court in Bulgaria as the place of jurisdiction of the Client Agreement. We will limit the processing of your data until the resolution of the dispute by the competent authority. The party at fault in this dispute will bear the charges involved in its settlement.





9. DISCLAIMER OF LIABILITY

9.1. Our company is under no obligation to become involved in any dispute that you have with other users or third-party service providers in any incident that you are a part of with other users or third-party service providers, or that are affected by or otherwise related to the services offered by us.

9.2. Our company disclaims all liability relating to any client content, including any error, virus, defamation, libel, obscenity or inaccuracy contained in any client content, whether or not arising under the laws of copyright, libel, privacy or otherwise, any prohibited client content and any other client content.

9.3. Our company denies all liability for unauthorised use (by other clients) of client content and disclaims (without limitation) all liability for the use of client content which breaches any copyright, trademark rights or other intellectual property rights of any other client or person.

9.4. You are solely responsible for any damage resulting from the use (or submission) of any content (including disputes and incidents described in the preceding sections) and related transactions or occurrences. Our company shall have no responsibility for unauthorised access to your content or automatic forwarding of messages and viruses (caused by viruses or otherwise).

9.5. Without limiting the previous, our company does not warrant that the information on the website is accurate, complete, reliable, useful, timely or current or that our website will operate without interruption or error.

9.6. You agree that at all times you will look to attorneys from whom you purchase services for any claims of any nature, including loss, damage, or warranty. Our company and its





respective owners or affiliates make no representation or guarantees about any services offered through our website.

9.7. Our company makes no representation that content provided on our website, mobile applications, other online platforms controlled by us, contracts, or related services are applicable or appropriate for use in all jurisdictions.

10. NO LIABILITY FOR LOST DATA

10.1. Our company shall not be liable for any loss, deletion, removal or failure of delivery to the intended recipient of client content, whether caused by a computer virus, unauthorised access or otherwise. You are encouraged to retain a back-up copy of all your content and to undertake that you shall do so in respect of all content that you submitted to us. We reserve the right to delete your content from our servers at any time without notice.

11. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

11.1. Our web properties and the services offered are provided on an “as is” and “as available” basis without representations or warranties of any kind. Your use of our web properties and the services is at your own absolute risk. We, our owners, suppliers and licensors explicitly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not guarantee the accuracy, completeness, or usefulness of the services or any service content, and you rely on the services and service content at your own risk. You access or obtain any material through our services at your discretion and risk, and you will be solely responsible for any damage, including but not limited to damage to your computer or loss of data that results from the download of any material through our services. Some countries may prohibit a disclaimer of warranties, and you may have other rights that vary from country to country.



11.2. Our company does not warrant that:

- the services will meet your specific requirements;
- the services will be uninterrupted, timely, secure, or error-free;
- the results that you may obtain from the use of the services will be accurate or reliable;
- the quality of any products, services, information, or other material purchased or obtained by you through the services or with regards to the services will meet your expectations;
- any errors in the services will be corrected;

11.3. To the maximum extent permitted by applicable law, we, our owners, suppliers and licensors will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if we received advice about the possibility of these damages), resulting from:

- your use or inability to use our services;
- the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received, or transactions entered into through or with regards to the services;
- unauthorised access to or alteration of your transmissions or data;
- statements or conduct of any third-party on the services;
- any other matter relating to the services;

11.4. The total liability of our company, our owners, suppliers and licensors of all kinds arising out of or related to your use of the services (including but not limited to warranty claims), regardless of the forum and regardless of whether you base any action or claim on





contract, offence, or otherwise, will under no circumstances exceed the amounts, if any, that you have paid to us for your use of the services.

11.5. We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these General Terms and Conditions limits any of those consumer rights.

12. INDEMNITY

12.1. You agree to indemnify and hold our company, our owners, suppliers and licensors, and our respective subsidiaries, affiliates, agents, employees, representatives, and assignees harmless from any costs, damages, expenses, and liability caused by your use of the offered services, the website, including, without limitation, client content, your violation of the Client Agreement, or your violation of any rights of a third party through use of our web properties or client content.

12.2. In the event that our company provides information, recommendations, news, information relating to transactions, or research to you (or in newsletters which it may post on its website or provide to subscribers via its website or otherwise), our company shall not, in the absence of fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any such information given. Subject to our right to void or close any transaction in the specific circumstances set out in the Client Agreement, any transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects to both you and us.

12.3. Our company will not be held liable for any loss, damage, expense or loss incurred by you about, directly or indirectly arising from, but not limited to:



- Any failure by our company to perform any of its obligations under the Client Agreement because of a Force Majeure event or any other cause beyond its control.
- The acts, omissions, or negligence of any third party.
- Unauthorised third persons having access to information, including electronic addresses, electronic communication, and personal data when the above are transmitted between the Parties or any other party, using the Internet or other network communication facilities, post, telephone, or any other electronic means.
- Any changes in the rates of tax.
- Any actions or representations of an introducer.

13. TERMINATION OF THE CLIENT AGREEMENT

13.1. Each Party may terminate the Client Agreement with immediate effect by cancelling or discontinuing the services which are subject to the Client Agreement.

13.2. Upon termination of the Client Agreement, all amounts payable by you to our company will become immediately due and payable including (but without limitation):

- All outstanding costs and any other amounts payable to our company.
- Any losses and expenses realised in ceasing to provide any or settling or concluding outstanding obligations incurred by our company on your behalf.
- Any charges and additional expenses incurred or to be incurred by our company as a result of the termination of the Client Agreement.
- Any damages arising during the arrangement or settlement of pending obligations.

13.3. Our company may terminate the Client Agreement immediately and without notice, if one of the following “Event of Default” arises:

- Your failure to perform any obligation due to us.



- An application, in respect of you, is made pursuant to a Bankruptcy Act or any equivalent act in a Jurisdiction (if you are an individual); if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if you make an arrangement or composition with your creditors, or any procedure which is similar or analogous to any of the above is commenced in respect of you.
- Any representation or warranty made by you is or becomes untrue.
- You are unable to pay your debts when they fall due.
- You (an individual) die or are declared absent or become of unsound mind.
- You involve our company in any fraud or illegality.
- A competent regulatory authority or body or the court requires it.
- In cases of material violation by you of the requirements established by legislation of the Republic of Bulgaria or other countries, such materiality determined in good faith by our company.
- Our company suspects that you are engaged in money laundering activities or terrorist financing or other criminal activities.

14. MISCELLANEOUS

14.1. The Client Agreement constitutes the entire agreement between you and our company concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorised executive of our company, or by us posting a revised version on the website.

14.2. We reserve the right, at our discretion, to withdraw at any time the whole or any part of the services on a temporary or permanent basis and you agree that we will have no obligation to inform you of the reason.





14.3. It is the responsibility of our company to inform all its clients via email about any modifications to the Client Agreement within seven days from the publication of the modified agreement on the website. To do so, we may use the email address and other details provided by the clients during the onboarding process. Therefore, we recommend the clients are not unsubscribing from receiving email notifications from us. However, the clients may unsubscribe at any time at their discretion and responsibility for the consequences. Any communication sent by us to our clients should be considered properly delivered once sent via email to the address provided by the clients within the specified period. It is the sole responsibility of the clients to ensure that the email address provided is correct and that the clients read and stored correspondence with our company properly. We will not be liable if a client has not read a properly delivered communication, unsubscribed from receiving email notifications from us or if communication cannot be delivered due to other reasons outside the scope of our control and competence. If a client changes the email address used for the registration of an account with our company, the client must inform us about such a change. The clients can refuse to accept the changes in the Client Agreement by cancelling their subscriptions to the services within seven days from receiving the notification about the changes. If a client continues using the services after this period, it is considered that the client has accepted the new Client Agreement.

14.4. Except to the extent applicable by law, if any, provided otherwise, the Client Agreement and any access to or use of our web properties and the offered services will be governed by the laws of the Republic of Bulgaria, excluding its conflict of law provisions. The place of jurisdiction is Varna, Bulgaria. Any claims for injunctive or equitable relief or regarding intellectual property rights as well as any dispute arising under the Client Agreement may be brought and finally settled in any competent court governed by the laws of the Republic of Bulgaria. The prevailing party in any action or proceeding to enforce the





Client Agreement shall be entitled to a remuneration of its costs and attorneys' fees by the other party.

14.5. You agree that we may reference you as our customer and that we may reasonably use, on a royalty-free basis, your trademark or logo for such a purpose. We will contact you to confirm your consent before any such reference, though.

14.6. If any part of the Client Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Client Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

14.7. You may not assign your rights under the Client Agreement to any other party without our express written consent; we may assign our rights under the Client Agreement without condition. The Client Agreement will be binding upon and will ensure the benefit of, the parties, their permitted successors and assigns.

14.8. Force Majeure. Except for payment obligations, neither our company nor you will be liable by reason of any failure or delay in the performance of obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, shortages, riots, fires, acts of God, war, strikes, terrorism, and governmental action.

15.9. You shall send questions about these General Terms and Conditions to your account manager and support@findilao.com.

