

## GENERAL TERMS AND CONDITIONS

applicable to the individual contracts concluded between Coolbox AD and end consumers – traders and legal entities.

### 1. Subject

1.1. (amended by Decision of the Board of Directors of 07 November 2019, amended by Decision of the Board of Directors of 13 April 2022) These General Terms and Conditions to the individual contract concluded between Coolbox AD, head office and registered address: Plovdiv, postal code 4000, Iztochen District, Plovdiv, 1A Arch. Kamen Petkov Street, Lime Tree Business Building, fl. 1, UIC: 115100705, tel.: +359 800 45 845, [www.coolbox.bg](http://www.coolbox.bg), ("COOLBOX") as one of the parties, and as the other party – a CONSUMER, settle the relations between the above-mentioned parties to the contract for provision on the territory of Bulgaria of electronic communication services - Internet access service /IAS/, public fixed voice communications service as well as other services additional to those.

1.2. (amended by Decision of the Board of Directors of 13 April 2022) END CONSUMER or CONSUMER is a trader as defined in the Commercial Act or another type of legal entity, who is using or has requested the use of an electronic communications service which is subject to these General Terms and Condition and offered and/or provided by COOLBOX.

1.3. These General Terms and Conditions are mandatory for both COOLBOX and the CONSUMERS and are an integral part of the individual contracts concluded between them. The General Terms and Conditions are mandatory for CONSUMERS from the moment of their acceptance. The acceptance of these General Terms and Conditions by each CONSUMER is done by the latter signing the individual contract.

### 2. (amended by Decision of the Board of Directors of 13 April 2022) Types of services provided by COOLBOX

2.1. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX offers the following main and additional electronic communication services :

2.1.1. (amended by Decision of the Board of Directors of 13 April 2022) Internet Access service by means of a FTTH (Fiber To the Home) technology – (optic cable to the home) /IAS/ – constituting a public electronic communication service which provides to the CONSUMER access to the Internet and through it connectivity with practically all endpoints of the Internet, regardless of the end device used by the consumer, via the above mentioned technology ;

2.1.2. (amended by Decision of the Board of Directors of 13 April 2022) Fixed voice communications service using VoIP (Voice over IP) technology is a service with a certain quality provided between fixed endpoints of a public electronic communication network on the via internet protocol where the CONSUMERS can make outgoing voice calls and messages and receive incoming calls, including free and unrestricted access to emergency call services to "Emergency Medical Service", "National Police Service" and "National Fire Safety and Population Protection Service" as well as calls to the common European emergency number 112 and the respective national emergency call centres 112 until termination of the contract in compliance with these General Terms and Conditions. In order for the CONSUMER to use the service, COOLBOX provides the CONSUMER with one or more numbers from the National Numbering Plan, which are a part of a resource of numbers – originally provided to COOLBOX by the Communications Regulation Commission /CRC/ by means of a duly issued Permit.

2.1.2.1. (amended by Decision of the Board of Directors of 13 April 2022) Along with the fixed voice communications service, COOLBOX also provides the CONSUMERS with the following network functions and services:

"calling line identification (CLI)", "connected line identification (COL)", "calling line identification presentation (CLIP)", "calling line identification restriction (CLIR)", "dual-tone multi-frequency dialing (DTMF dialing)", "incoming voice call forwarding (Call forward)", "forwarding of incoming facsimile to e-mail", "portability of geographic numbers", "portability of non-geographic numbers";

2.1.3. COOLBOX also provides Additional Services (additional services) to those listed under clauses 2.1.1 and 2.1.2 depending on its technical capabilities and commercial policy.

2.2. In the provision of all services, COOLBOX is obliged to ensure their quality and customer service in compliance with the requirements, standards and parameters of the respective service set forth in the General Requirements for the Implementation of Public Electronic Communications, issued by the Communications Regulation Commission /"the General Requirements"/ and the Electronic Communications Act /ECA/.

2.3. (amended by Decision of the Board of Directors of 13 April 2022) In case it is technically possible, CONSUMER shall begin providing electronic communication services within 30 (thirty) days of receipt of a request/order by the CONSUMER when the CONSUMER has physical connectivity to the NETWORK and within 60 (sixty) days when the CONSUMER does not have one such physical connectivity. In the event of the scenario described in clause 3.6.7., the period shall be extended by the corresponding number of days.

2.4. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX activates the requested electronic communication services within 24 (twenty-four) hours after the following conditions are met: an Individual Contract for Services has been signed; a physical connection to the NETWORK has been built if the CONSUMER did not have one.

2.5. (amended by Decision of the Board of Directors of 13 April 2022) Upon service activation, a Handover Protocol of Findings is drafted - an integral part of the contract for services, which contains data for: the equipment provided to the CONSUMER, its monetary value and the fact of service activation. The protocol is signed both by the consumer and by a COOLBOX employee.

2.6. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX maintains on its official website [www.coolbox.bg](http://www.coolbox.bg) up-to-date information, which it updates regularly, about the types, description and parameters of the provided electronic communications services, subject to these General Terms and Conditions, including package services, subscription and tariff plans, additional services as well as other information related to them in compliance with the requirements of the ECA and other regulations and administrative acts concerning the implementations of the ECA.

2.7. (amended by Decision of the Board of Directors of 13 April 2022) The main services, if Coolbox deems fit, can be provided separately or in a package of services, and in order to achieve their individualization and at the same time distinguishability and recognisability from the services (individual and/or package) of other companies, COOLBOX may use various names, logos, characters, symbols, words in Cyrillic or Latin script, etc., which are the intellectual property of COOLBOX and enjoy the respective protection.

2.8. (amended by Decision of the Board of Directors of 13 April 2022) Additional services under clause 2.1.3., can be requested and used by a CONSUMER of one of the main services, including electronically, at any time if COOLBOX has the technical capability to provide them, via the electronic self-service portal [my.coolbox.bg](http://my.coolbox.bg), by means of direct access to the latter or access to it via the official website – [www.coolbox.bg](http://www.coolbox.bg) via registration and use of username and password. When an additional service is used in the described way, in addition to these General Terms and

Conditions, the General Terms and Conditions for use of the respective portal shall apply. Those shall be published on the website –[www.coolbox.bg](http://www.coolbox.bg) in the General Terms and Conditions section.

2.1.8. (amended by Decision of the Board of Directors of 13 April 2022, amended by Decision of the Board of Directors of 25 June 2024) The additional services can be cancelled/terminated by the CONSUMER at any time by means of a notice as specified in clause 3.9.1. In such cases, the amounts charged by Coolbox and/or paid by the consumer for the notice period shall not be reimbursed and shall be kept by COOLBOX.

2.9. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX provides the following opportunities to the CONSUMER for technical and commercial support and customer service:

2.9.1. (repealed with a Decision of the Board of Directors of 07 November 2019)

2.9.2. (amended by Decision of the Board of Directors of 07 November 2019, amended by Decision of the Board of Directors of 13 April 2022) Around the clock, on +359 800 45 845 for information, consulting, technical support and receipt of requests for services and number portability.

2.9.3. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) By visiting the consumer's address after a request submitted by the consumer in advance. If defects that are caused or allowed to occur by the CONSUMER are found, as well as in the event of a visit requested by the CONSUMER for the purpose of providing a service at the customer's address, the visit shall be charged according to the current price list.

2.9.4. Through the electronic self-service portal [my.coolbox.bg](http://my.coolbox.bg) for access to information about used services, invoices and detailed bills, detailed reports, request for use and activation of additional services, etc.

### **3. (amended by Decision of the Board of Directors of 13 April 2022) Individual contract for NETWORK access and provision of services to the CONSUMER**

3.1. (amended by Decision of the Board of Directors of 13 April 2022) The individual contract for joining the COOLBOX network and provision of the main services under clause 2.1. under the General Terms and Conditions shall be concluded in writing and has a minimum content in accordance with the ECA requirements and the General Requirements of the CRC. Before the consumer signs the contract, COOLBOX shall provide them, on a durable data carrier, information for the respective service in accordance with the requirements of Art. 226 of the ECA as well as a Summary of the Contract pursuant to Art. 228a, Para. 1 of the ECA. Coolbox shall provide the option of downloading this information from its official website prior to the concluding of the contract. The provided information shall constitute an integral part of the agreement and may not be changed, unless the parties have expressly agreed to that prior to the concluding of the contract.

3.2. (amended by Decision of the Board of Directors of 13 April 2022) The contract between COOLBOX and the CONSUMER shall come in force within 7 (seven) days after its signing. Within this period the consumer shall have right to unilaterally terminate without an obligation to pay a penalty.

3.2.1. (amended by Decision of the Board of Directors of 13 April 2022) The contract may come in force immediately in case the CONSUMER has explicitly declared their willingness for that in writing. The lack of declared willingness for the contract's immediate coming into force on the part of the consumer cannot be a reason for COOLBOX to refuse to sign a contract, except in cases when upon the signing of the contract and for its execution, it is necessary that technical equipment – property of Coolbox be provided.

3.3. (amended by Decision of the Board of Directors of 13 April 2022) When the individual contract for services is being concluded, the CONSUMER shall identify themselves by means of the following type of identification:

3.3.1. (amended by Decision of the Board of Directors of 13 April 2022) sole traders, legal entities – traders and other organizations – with a certificate of good standing issued by a competent authority not earlier than 30 (thirty) days prior to its submission, including name/company name, unified identification code (UIC), code as per the BULSTAT register, or other registry number, where applicable, identification number for the purposes of the Value Added Tax Act.

3.4. (amended by Decision of the Board of Directors of 13 April 2022) When concluding the contract for services, COOLBOX shall have the right to require other documents necessary for the signing of the individual contract for services as well as data necessary for the issuing of the monthly invoices for the provided services and the amounts owed by the CONSUMER. The documents may be used by COOLBOX only for the realization of rights and the fulfilment of obligations under these General Terms and Conditions and the Contract and in compliance with the requirements of the law, these General Terms and Conditions and Coolbox's Personal Data Protection Policy, published on [www.coolbox.bg](http://www.coolbox.bg). COOLBOX shall not require from the CONSUMER any documents not related to the provision, use or termination of services.

3.5. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX has the right to authorize in writing third parties to sign contracts for services with persons willing to become network CONSUMERS, as well as to collect payments from CONSUMERS under the contracts for services on behalf of COOLBOX.

3.6. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX has the right to refuse to conclude a contract with a CONSUMER in case of some of the following scenarios:

3.6.1. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER fails to provide data required by COOLBOX and necessary for the signing and performance of the contract;

3.6.2. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER fails to provide to COOLBOX a required document certifying the authenticity of the provided data;

3.6.3. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER has failed to fulfil an obligation under (an)other contract/s signed with COOLBOX;

3.6.4. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX has established that the CONSUMER had used or had permitted the use of end electronic communication devices or electronic communication services for unlawful purposes under another contract for provision of electronic communication services by COOLBOX;

3.6.5. in case of absence of technical possibility to provide the Service.

3.6.6. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) In case of absence of a written request by the CONSUMER for the contract to come into force immediately in cases when COOLBOX provides technical equipment for use of the respective service.

3.6.7. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER has not allowed COOLBOX to enter their property for the purpose joining it to the NETWORK when this was necessary in order to provide the requested service.

3.6.8. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER has unpaid debts or unfulfilled obligations to COOLBOX (including, but not limited to monthly fees, penalties, compensations, obligation to return equipment, etc.) under contracts which have already been terminated.

3.7. Amendment to an individual contract for services shall be allowed in case one of the following circumstances occurs:

3.7.1. contract amendment can be done by mutual consent of both parties;

3.7.2. unilaterally by COOLBOX, in that case the procedures shall be in compliance with the General Requirements of the CRC for the Implementation of Public Electronic Communications.

3.7.3. contract amendment can be done in case of force majeure, in case of change of the legislation or upon order by a competent state authority, the CRC or another authority acting within the scope of their competence;

3.8. (amended by Decision of the Board of Directors of 13 April 2022, amended by Decision of the Board of Directors of 25 June 2024) The individual contract between the CONSUMER and COOLBOX can be signed without a fixed term (no term contract) or with a fixed term (fixed term contract).

3.8.1. (amended by Decision of the Board of Directors of 13 April 2022) The fixed term contract, after its expiry, may be extended for a new fixed term only with the explicit written consent of the CONSUMER.

3.8.2. (amended by Decision of the Board of Directors of 13 April 2022) When the contract is fixed term, if, after its expiration, the consumer fails to give consent for its renewal, the contract shall automatically be transformed into a no term contract without changing the rest of its terms and conditions. Prior to the automatic transformation of the contract into a no term contract Coolbox shall promptly inform the consumer in an easy to understand fashion on a durable data carrier about the expiry of the term of the contractual relations and the ways of terminating the contract.

3.8.3. fixed term contracts have a maximum term of 2 (two) years and a minimum term of 1 (one) year.

3.8.4. when a service is provided with a contract with maximum term under clause 3.8.3, first offer, then COOLBOX provides the opportunity to conclude a contract for the same service with a term of 1 (one) year.

**3.9. The contract for services between CONSUMER and COOLBOX can be terminated in the following ways:**

3.9.1. (amended by Decision of the Board of Directors of 25 June 2024) In the event of a concluded no term contract, by means of a notice sent by each of the parties to the other party, in which the one-month period starts on the last day of the month in which the notice has been received by the respective party – its recipient, and which period ends on the last day of the next month.

3.9.2. Automatically with the occurrence of any of the following circumstances:

3.9.2.1. (amended by Decision of the Board of Directors of 13 April 2022) non-performance – delay by the consumer in any of their obligations under clause 11.4. which has lasted until the end of the month following the month during which the consumer was obliged to fulfil the respective obligation;

3.9.2.2. (amended by Decision of the Board of Directors of 13 April 2022, amended by Decision of the Board of Directors of 25 June 2024) upon the expiry of the month following the month in which the consumer or a person acting on their behalf has returned the equipment provided by Coolbox, except for the cases when the return is done after a submitted notice of termination in which cases clause 3.9.1 shall apply for contract termination.

3.9.3. (amended by Decision of the Board of Directors of 13 April 2022) The contract shall be terminated unilaterally by COOLBOX, by means of a notice to the consumer upon occurrence of any of the following circumstances:

3.9.3.1. the service is used to perform an illegal activity or to distribute harmful or illegal content or to generate disturbing calls or atypical traffic;

3.9.3.2. (amended by Decision of the Board of Directors of 13 April 2022) the CONSUMER uses the service not only for their own needs, but also to provide services through it to a third party/parties;

3.9.3.3. in each case of presence of network abuse data when using the respective service;

3.9.3.4. (amended by Decision of the Board of Directors of 13 April 2022) in case of inaction by the CONSUMER or failure of the CONSUMER to provide assistance in order to prevent or interrupt Network Abuse through the network resource/s provided to the client with the respective service, in case such abuse has occurred;

3.9.3.5. in the event of force majeure;

3.9.4. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER may terminate the contract unilaterally within the time frame listed in clause 3.2. except in case of application of clause 3.2.1. of these General Terms and Conditions.

3.9.5. (amended by Decision of the Board of Directors of 13 April 2022) Through a cancellation notice sent by Coolbox to the defaulting party, in case of non-performance of an obligation by the latter, arising from the concluded individual contract or from these General Terms and Conditions, or by means of a notice from the consumer to Coolbox in case of substantial and continuous discrepancy between the actual service and what has been agreed upon, or continuous or frequently occurring discrepancy between the actual service and what has been agreed upon, or in case of non-performance by Coolbox of any other obligation arising from the contract or from these General Terms and Conditions;

3.9.6. (amended by Decision of the Board of Directors of 13 April 2022) The contract may also be terminated unilaterally by COOLBOX in case of opening of a liquidation or insolvency proceedings for a consumer – legal entity, as well as in cases of conversion where the consumer is dissolved.

3.9.7. (amended by Decision of the Board of Directors of 13 April 2022) By mutual consent expressed in writing between COOLBOX and the CONSUMER;

3.10. (amended by Decision of the Board of Directors of 13 April 2022, amended by Decision of the Board of Directors of 25 June 2024) In case the contract is signed for a specified term period and this term period has not expired by the termination date, the CONSUMER shall owe COOLBOX a penalty amounting to the size of the monthly subscription fees for the time period from the moment of termination to the date of expiry of the agreed term of the contract. This penalty shall be owed by the CONSUMER only in cases of: early termination of the contract initiated by the CONSUMER as well as in the cases under clause 3.9.2 (except the cases under clause 3.9.2.2, when the actual return of the equipment has been done after the expiry of the agreed upon term of the contract); in any case of early termination under clause 3.9.3. (except for the cases under clause 3.9.3.5.), as well as in cases of cancellation of a fixed term contract caused by the CONSUMER under clause 3.9.5.

3.11. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMERS may transfer to third parties wholly or partially their rights and/or obligations under the contract with COOLBOX concluded in accordance with this clause 3 of it only if COOLBOX has given its explicit consent for transfer, unless otherwise stated in the contract.

3.12. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX shall inform the CONSUMER by means of a notice period about amendments to the individual contract no later than 30 (thirty) days prior to coming into force of the respective amendment in compliance with the procedure set forth in the General Requirements of the CRC.

3.13. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX shall also inform the CONSUMER about the expiry of the concluded individual fixed term contract no later than one month before the agreed expiry term.

3.14. (amended by Decision of the Board of Directors of 13 April 2022) The choice of a method of sending the notice under clause 3.12 and under 3.13 respectively shall be determined by the available contact information about the CONSUMER and by COOLBOX's technical capability. Each of the ways listed below has the same power and is considered sufficient in itself:

3.14.1. By means of a short text message (SMS) sent to the CONSUMER's number.

3.14.2. By email sent to an email address of the CONSUMER specified by them or used for registration in the client portal [www.my.coolbox.bg](http://www.my.coolbox.bg).

3.14.3. By means of a letter sent to the consumer's address.

#### **4. (amended by Decision of the Board of Directors of 07 November 2019) Network equipment and management. Rules to guarantee open Internet access.**

4.1. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX provides the CONSUMER with technical equipment, which is described in the Handover Protocol of Findings along with its monetary value, for the term of the Individual Contract. The equipment provides the CONSUMER with standardized interfaces for joining of end devices for use of the service/services with type and description published by COOLBOX on its Internet page <https://www.coolbox.bg/interfejsi-i-tehnicheski-specifikacij>.

4.2. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER provides at their expense the necessary electrical power supply and end electronic communication devices necessary for the service use (for example, a computer for the Internet Access service, etc.).

4.3. (amended by Decision of the Board of Directors of 13 April 2022) The handing and receiving of the equipment provided by COOLBOX under clause 4.1. shall be done by COOLBOX and the CONSUMER signing the Handover Protocol for the provided equipment.

4.4. (amended by Decision of the Board of Directors of 13 April 2022) Until the consumer returns the provided equipment, it remains the exclusive property of COOLBOX and the risk of accidental loss or damage is to be covered by the consumer.

4.5. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER shall not have the right to retain the provided equipment.

4.6. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER is responsible at their expense for providing the necessary premises, electric power supply and other conditions that ensure the proper operation and storage of the equipment. The CONSUMER is also responsible for the safety of the equipment after installation. The CONSUMER agrees to comply with all instructions given by COOLBOX concerning the storage and use of the equipment and if such have not been given, to treat the equipment as if it is their own.

4.7. (amended by Decision of the Board of Directors of 13 April 2022) All damage caused to equipment due to wrong use, any accidental events, force majeure, theft or theft attempts made by the CONSUMER or third parties shall be repaired and/or compensated at the expense of the CONSUMER.

4.8. Throughout the whole term of the contract, the equipment shall remain under the logical control of COOLBOX and it shall have the right to make remotely the necessary changes to the equipment settings.

4.8.1. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER shall not have the right to repair, replace, change the settings of, move or otherwise alter any part of the equipment without the prior written consent of COOLBOX.

4.8.2. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER shall not have the right to use the provided equipment for purposes other than the use of the services provided by COOLBOX.

4.8.3. (amended by Decision of the Board of Directors of 13 April 2022) In case of necessity of replacing the provided equipment, that shall be done only by persons authorized by COOLBOX and only after the CONSUMER ensures access to the equipment during the business hours.

4.9. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER agrees to return immediately to COOLBOX the provided equipment at the moment of termination of the individual contract for services in the condition in which it was received, taking into account the normal wear and tear for the period of use. In case that the CONSUMER fails to do so, COOLBOX may either request from the CONSUMER the return of the equipment or the paying of its monetary value (VAT inclusive) as specified in the Handover Protocol and/or the individual contract.

4.10. COOLBOX automatically collects information every 5 minutes about the load of all basic links in the NETWORK. When for more than 5% of the time for a period of 5 consecutive days more than 80% of the capacity of the respective link is used, an analysis of the traffic trends is performed and, if deemed necessary, an additional connection is established or the capacity of the available output is increased. The procedures for measurement and traffic control set forth by COOLBOX do not affect the quality of the provided services.

4.11. (new, expanded by Decision of the Board of Directors of 07 November 2019) When providing the Internet Access service ("IAS") by means of a FTTH (Fiber To the Home) technology – (optic cable to the home), separately or as part of a package with other electronic communication services, Coolbox obeys the provisions of Regulation (EU) 2015/2120 of 25 November 2015 on establishing rules and measures to guarantee open Internet access – (Regulation 2015/2120), as well as all other regulations on the quality of IAS, in accordance with: these General Terms and Conditions, General Requirements for Providing Public Electronic Communications adopted by the Communications Regulation Commission and in compliance with the following agreed upon in the individual contract: "advertised", "minimum", "normally available" and "maximum" IAS speed in their respective numerical values listed in the following units of measurement – Mbps (Megabits per second) or Gbps (Gigabits per second).

4.11.1. (amended by Decision of the Board of Directors of 13 April 2022) Coolbox informs the consumer that reaching the maximum and normally available IAS speed provided by Coolbox depends also on the following circumstances:

4.11.1.1. (amended by Decision of the Board of Directors of 13 April 2022) The used type of connecting technology, the type and technical features of the electronic end device (computer, tablet, phone, etc.) used by the consumer;

4.11.1.2. (amended by Decision of the Board of Directors of 13 April 2022) Simultaneous use of the IAS by multiple end consumer devices in real time;

4.12. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) Coolbox shall not use any "commercial practices", as defined by Regulation 2015/2120, which limit the consumer's rights when using the IAS.

4.13. (new, expanded by Decision of the Board of Directors of 07 November 2019) When providing the Internet Access service, Coolbox treats equally the whole traffic without discrimination, limitations or intervention, regardless of the sender and recipient, the content to which access has been granted or which has been distributed, the provided or used applications and services and the used end devices.

4.14. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) Notwithstanding the rule listed in clause 4.13, Coolbox, in compliance with all regulatory requirements of the national law and the applicable law of the European Union, reserves its right to and can apply reasonable/justified measures for traffic control to ensure: the efficient use of the resources of its network, optimization of the entire quality of the services and improvement of the services in the interest of the consumers, in compliance with

the principles of transparency, non discrimination and proportionality, in accordance with Regulation 2015/2120. These measures will not include traffic surveillance and will not be used for a period longer than necessary. At present, Coolbox is not applying traffic control measures on the grounds of the above-mentioned regulation. In all cases when these reasonable measures are applied, Coolbox shall fulfil its transparency obligation pursuant to Art. 4 of the cited Regulation by amending/expanding promptly these General Terms and Conditions with detailed, clear and easy to understand information for the consumers regarding the applied reasonable measures for traffic control in the process of providing the IAS in connection with the above-mentioned regulation, including by duly notifying them by means of a text message /sms/ or in another suitable way.

4.15. (new, expanded by Decision of the Board of Directors of 07 November 2019) Coolbox shall refrain from taking any measures for traffic control in the provision of the IAS which go beyond the reasonable/justified measures listed in clause 4.14 above; this means that Coolbox shall not: block, decrease, change, limit or deteriorate the quality of the IAS and shall not intervene or monitor specific content, applications or services in the provision of the service, with the exception of the cases listed in this clause 4.15 and only when and for as long as that is necessary, to wit:

4.15.1. For the purpose of complying with the current legislation as well as the EU law, as well as to conform to the mandatory regulations of state, judicial and other bodies of state authority, Coolbox may block access to certain Internet sites, restrict and limit the transfer of data with contents which are not in compliance with the current legislation. By citing this exception, Coolbox may block access to internet sites on the grounds of express provisions of the law and on the grounds of specific orders by the chairperson of the respective competent court of law, to wit: Internet sites through which gambling is organized by parties which have not been granted a permit – licence for conducting such activities under the Gambling Act; Internet sites where investment services are offered by parties which do not have the right to offer such services in the territory of the Republic of Bulgaria pursuant to the Markets and Financial Instruments Act; Internet sites whose contents incite terrorism or through whose contents knowledge for committing acts of terror is spread pursuant to the Anti-Terrorism Act; Internet sites spreading “child pornography”. Moreover, pursuant to Art. 19 of the General Requirements for Providing Public Electronic Communications, adopted by the Communications Regulation Commission, Coolbox is obliged to provide assistance for the protection of the public interest, for the protection of the national security and for providing electronic communications for the needs of the defence and during crises. When providing the IAS, Coolbox is obliged to provide conditions for restricting and stopping the transfer of data with contents which are not in compliance with the current legislation;

4.15.2. For the purpose of protecting the integrity and the security of the network, network resources, including end equipment, and the provided services, Coolbox, in any of the following situations (which constitute a non-exhaustive list), such as: change of an IP address of a computer belonging to the network for the purpose of hiding its identity (IP spoofing); hiding network devices or allowing unauthorized communication; hacker attacks against network components or the end device; distribution of malicious software, viruses and all other cases of network abuse and denial of service attack - DoS attack, in accordance with the definitions in Art. 21.1.7 and 21.1.8 of these General Terms and Conditions, may take specific measures for traffic management, resulting in temporary restrictions or complete termination of the IAS, to wit:

4.15.2.1. To block IP addresses or IP address ranges when the sources of attacks are well known; to block IP addresses or IP address ranges when they are subject to an ongoing attack;

4.15.2.2. To block IP addresses from which an ongoing attack originates;

4.15.2.3. To block IP addresses which exhibit suspicious behaviour (e.g., unauthorized communication with network components, address change in order to hide their identity);

4.15.2.4. To block IP addresses when there are clear signs that they are part of a network of software applications or computers that operate in an autonomous mode and have the goal of stealing personal data (botnet);

4.15.2.5. To block certain port numbers that pose a threat to the security and integrity of the network;

4.15.3. (amended by Decision of the Board of Directors of 13 April 2022) For the purpose of preventing imminent network overloading (i.e. forecast overloading which is inevitable despite the taken preventive measures) and mitigation of consequences of extraordinary network overloading. (i.e. overloading which has occurred due to an unforeseen or inevitable event of extraordinary nature, for instance technical error in the network where reserve network resources with limited capacity are used) or temporary overloading (i.e. overloading related to public events involving the gathering of many people in a public place), Coolbox may take measures for traffic control, in compliance with the provisions listed in this section. Currently, Coolbox is not applying traffic control measures on the grounds of the above-mentioned exception. In all cases when such measures are applied on the grounds of this regulation Coolbox shall fulfil its transparency obligation pursuant to Art. 4 of the above cited Regulation by amending/expanding promptly these General Terms and Conditions with detailed, clear and easy to understand information for the consumers regarding the applied measures for traffic control in the process of providing the IAS in connection with the above-mentioned regulation, including by duly notifying them by means of a text message (sms) or in another suitable way.

4.16. (new, expanded by Decision of the Board of Directors of 07 November 2019) In the process of or due to applying any of the traffic control measures listed in clauses 4.15.1 and 4.15.2, and only for the purposes listed in these clauses, Coolbox may process data concerning: IP address(es), and these data constitute “personal data” as defined in the Personal Data Protection Act. Coolbox processes these personal data in accordance with the General Data Protection Regulation (EU) 2016/679, Directive 2002/58/EC/ of the European Parliament and the Council, the Personal Data Protection Act, and also in accordance with the company’s Personal Data Protection Policy, published on its official website [www.coolbox.bg](http://www.coolbox.bg), in the Privacy subpage, and applies the respective suitable organisational and technical measures for protection of these personal data - object of the above described processing.

4.17. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) Coolbox shall guarantee and provide sufficient capacity of its network in order to offer and provide its consumers with specialized services other than the IAS, which have been optimized for certain content, applications or services, or their combination, when such optimization is necessary to meet the requirements for a certain level of quality of these specialized services. Currently, such a specialized electronic communications service offered by Coolbox to its end consumers – legal entities, is the Fixed Public Voice Communications Service using the VoIP technology (Voice over IP). When this specialized service provided to a specific consumer in a package together with the IAS, it does not have an impact on the quality of the IAS.

## 5. Rights of COOLBOX

5.1. (amended by Decision of the Board of Directors of 13 April 2022) When providing the services described in clause 2 of these General Terms and Conditions, COOLBOX shall have the right to:

5.1.1. receive from the CONSUMERS the respective subscription prices (fees) and prices of the services provided by COOLBOX within the terms specified in clause 11 of these General Terms and Conditions;

- 5.1.2. interrupt/stop completely or partially the provided services to the CONSUMERS in case of non-performance – failure to pay the owed amounts under clause 11, which does not exempt the CONSUMER from the obligation to pay the respective monthly subscription prices according to the signed individual contract and the respective subscription/tariff plan;
- 5.1.3. receive the compensation specified in clause 10 of these General Terms and Conditions, as well as the penalties specified in clause 3.10.
- 5.1.4. temporarily interrupt/stop the provided services to the CONSUMERS when performing maintenance checks, repairs and/or upgrades to the NETWORK;
- 5.1.5. access the premises on the CONSUMER's real estate property for the purpose of building, maintenance, adjustment and/or repair of the NETWORK facilities, but only after a request in advance and a notice sent to the CONSUMER by COOLBOX;
- 5.1.6. COOLBOX has the right to refuse to sign a contract for services in the cases listed in clause 3.6. of these General Terms and Conditions.
- 5.1.7. refer to the unilateral - automatic termination of the individual contract for services without notice in the cases listed in clause 3.9.2;
- 5.2. (amended by Decision of the Board of Directors of 13 April 2022) For the provision of electronic communication services specified in the individual contract for services and for the purpose of lawful completing of the documentation with the CONSUMER, COOLBOX may collect, process, use and store their data. The types of data, the grounds for processing and the goals of the processing are listed in Coolbox's Personal Data Protection Policy, published on [www.coolbox.bg](http://www.coolbox.bg).
- 5.3. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX shall have the right to collect, process and use the CONSUMERS' data under clause 5.2. in accordance with the legislation of the Republic of Bulgaria.
- 5.3.1. Notwithstanding the aforementioned provisions, COOLBOX has the right at its discretion to provide to third parties the data it collects, processes and stores – full name, PIN and address of the CONSUMER, in case of any non-performed obligations of the CONSUMER to COOLBOX, for the purpose of evaluating the wealth of the consumer and their credit rating and/or collecting of these due payments.
- 5.4. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX shall have the right to make calls and to send short text messages and/or e-mails to the CONSUMER for the purposes of direct marketing and advertising of its own electronic communication services but only when it has the explicit prior consent of the CONSUMER for that.
- 5.5. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX shall have the right to form and offer in different packages the provided services, in all cases giving the CONSUMER the right to use services not in a package, at prices different than the package price.
- 5.6. COOLBOX has the right to offer discounts and/or promotions when it has publicly announced the conditions under which these discounts and/or promotions are to be done. COOLBOX provides the opportunity for the discounts and/or promotions to be used by everyone who meets the conditions for their provision announced in advance.
- 5.7. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX shall have the right to temporarily interrupt/stop the CONSUMER's access to the NETWORK in case of registering atypical traffic until clarification and elimination of the reasons for the generation of such traffic.
- 5.8. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX shall have the right to temporarily interrupt/stop the CONSUMER's access to the NETWORK or a part of it in case it is established that in the use of service/services there are prerequisites for: deterioration of the quality of the services provided by COOLBOX to third parties; deterioration of the quality of services provided by other companies to third parties; distribution of unwanted electronic messages, spreading of computer viruses, use of the network for unauthorized access to any other machine or device accessible via the network; as well as in any case established by COOLBOX of participation of a network resource(s) provided to the CONSUMER in a denial of service attack (DoS attack), regardless of whether the network resource(s) is/are the source or target of the attack.
- 5.9. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX shall have the right to interrupt/stop the CONSUMER's access to the respective services in case it finds a breach of any of the obligations under clause 9.1. of these General Terms and Conditions. The access to the service shall be restored within 24 (twenty-four) hours after the breach has been rectified Notwithstanding that, in the event of failure to pay on time, the consumer may activate temporarily the IA service via the respective functionality on the self-service portal [my.coolbox.bg](http://my.coolbox.bg) for a period of 24 hours, but if the failure to pay continues, the service shall be stopped again and activated within 24 hours after the payment is made. The payment of the monthly subscription price for the service for the period of the breach, respectively the stopping, remains due.
- 5.10. (amended by Decision of the Board of Directors of 25 June 2024) Coolbox has the right to deduct its current or future amounts owed to the consumer from current or future amounts owed by the consumer to Coolbox, arising from the effect and/or the dissolution/termination of the individual contracts concluded between the two parties regardless of the subject of these contracts. By agreeing with these General Terms and Conditions, the consumer declares that they agree for each deduction to be done on the grounds of this agreement without the necessity of expressly given statements for deduction on the part of Coolbox sent to the consumer and received by the latter.

## **6. Obligations of COOLBOX**

### **6.1. COOLBOX is obliged:**

- 6.1.1. (amended by Decision of the Board of Directors of 13 April 2022) to build, maintain and develop its electronic communication network (the NETWORK) in compliance with the provisions of the applicable legislation and the standards and quality adopted for application in the territory of the Republic of Bulgaria, observing the requirements for minimum mandatory quality of the services in relation to their provision. COOLBOX uses only technically operational electronic communication devices in its network with assessed compliance and launched on the market in compliance with the law. COOLBOX installs, maintains and uses electronic communication devices only in the way and intended use specified by the manufacturer in order to ensure protection of the environment, human life and health.
- 6.1.2. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) to provide uninterrupted, reliable and quality functioning of the NETWORK 24 (twenty-four) hours a day, 7 (seven) days a week;
- 6.1.3. to provide services to all CONSUMERS who are bound by these General Terms and Conditions, under the conditions of equality and transparency.
- 6.1.4. (amended by Decision of the Board of Directors of 13 April 2022) to not create advantages for individual CONSUMERS who are bound by these General Terms and Conditions or a group of such consumers, this obligation cannot impede the COOLBOX's freedom to negotiate;
- 6.1.5. (amended by Decision of the Board of Directors of 13 April 2022) to notify in advance in writing or in any other appropriate way the CONSUMERS when requesting access to their premises;
- 6.1.6. to comply with the agreed deadlines for activating CONSUMERS' services;
- 6.1.7. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) to notify the CONSUMERS by publishing an announcement on the website [www.coolbox.bg](http://www.coolbox.bg) or in other appropriate way about any interruption and/or

bad quality of the provided service when performing preventive check ups, repairs and/or development of the NETWORK, as well as about the duration of interruption and/or bad service quality at least 48 (forty-eight) hours before its effective interruption. An appropriate way to notify the CONSUMERS shall be informing them by post, by e-mail or by phone call, or by a short text message (SMS);

6.1.8. (amended by Decision of the Board of Directors of 13 April 2022) to notify the CONSUMERS by publishing an announcement on the website or in another appropriate way as soon as possible about restrictions in the provision of services imposed by the competent authorities in the event of emergency or in relation to the national security and defence;

6.1.9. (amended by Decision of the Board of Directors of 13 April 2022) to keep the whole information concerning the CONSUMERS' bills and data necessary for the payments for the periods specified in its Personal Data Protection Policy, published on the official website of COOLBOX, except in cases when a different term is set by a regulation or law;;

6.1.10. (amended by Decision of the Board of Directors of 13 April 2022) provide the CONSUMER with a detailed bill for the used service along with an invoice(s). The detailed bill contains the following information:

6.1.10.1. all types of services used by the CONSUMER for the respective period;

6.1.10.2. number of used services;

6.1.10.3. total value of each type of used service;

6.1.10.4. total amount of the bill;

6.1.10.5. amount of tax charges on the bill expressed both in percentages to the amount of the bill as well as in absolute terms;

6.1.10.6. the amount of deductions that may be due to the CONSUMER in compliance with the way of using the service agreed between the CONSUMER and COOLBOX;

6.1.10.7. total amount due;

6.1.10.8. payment deadline;

6.1.10.9. remote payment options, along with the data required for that;

6.1.10.10. COOLBOX identification data;

6.1.10.11. COOLBOX address and phone number.

6.1.10A. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) to grant the CONSUMER electronically upon registration by the latter, via the electronic self-service portal my.coolbox.bg access to information about the used services; option for payment of bills, as well as other additional services under clause 2.8 and, if COOLBOX has such technical capability, an option to manage the conditions and parameters of main services subject to an individual contract already concluded by the CONSUMER, by adding extra services to them under clause 2.8. In the cases referred to in the previous sentence as well as those the under clause 2.8, access to the electronic self service portal my.coolbox.bg or to the respective free or paid service shall be done through registration by the CONSUMER and by entering of unique identifier which can be a combination of username – valid email address and password generated by the CONSUMER which shall have the force of an electronic signature pursuant to Art. 13 Para. 1 of the Electronic Document and Electronic Signature Act and with the meaning of a handwritten signature pursuant to Art. 13 Para. 4 of the Electronic Document and Electronic Signature Act. In order to avoid any future disputes between COOLBOX and the CONSUMER, the actions and statements made after entering the variants of the unique identifier specified in the previous sentence or accompanied by the same identifier, when accessing and using of the services via the electronic self-service portal my.coolbox.bg shall be considered actions and declarations of will done on behalf and at the expense of the respective CONSUMER, identified before COOLBOX with the unique identifier.

6.1.11. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) not to disclose to third parties information relating to the CONSUMERS and their actions without their consent when this consent is required, except in cases where COOLBOX provides it when there is a legal reason and upon the lawful demand of the relevant competent authorities or the explicitly specified cases in these General Terms and Conditions;

6.1.12. to notify in advance the users about amendments to the General Terms and Conditions and/or to the individual contract no later than 30 days prior to their coming into force and to notify the users about the expiry of the signed fixed term contracts no later than one month before the expiration of the agreed term;

6.1.13. (amended by Decision of the Board of Directors of 13 April 2022) to announce on its Internet site or in another appropriate way an address and/or a telephone number on which to receive notices from CONSUMERS about breakdowns and other forms of failure to receive the services, as well to keep a log of date and time of the notice, reason and time for rectifying of the problems;

6.1.14. (amended by Decision of the Board of Directors of 13 April 2022) to rectify any breakdowns in the NETWORK under normal operating conditions within 24 hours. The time of breakdown rectification begins from the time of notice for the breakdown is given by the CONSUMER in writing, by telephone and/or at a customer service location, or the moment when COOLBOX, through the persons authorized for that, discovers it;

6.1.15. (amended by Decision of the Board of Directors of 13 April 2022) to provide free access to emergency call services in cases where COOLBOX provides a fixed public voice communications service until termination of the individual contract for services with the CONSUMER in accordance with these General Terms and Conditions.

6.1.16. (amended by Decision of the Board of Directors of 13 April 2022) to provide information to the national emergency call centres 112 about the location of the calling end consumer in cases when this is prescribed by the applicable regulations.

6.1.17. to interrupt/stop completely or partially the provision of the services within the terms set forth in the contract except for the access to telephone services for emergency voice calls, in accordance with clause 6.1.15;

6.1.18. (amended by Decision of the Board of Directors of 13 April 2022) to enter for free the name/company name, address and phone number of its CONSUMERS in case COOLBOX issues a phone directory in a written and/or electronic format and after the respective consumer has given their express consent;

6.1.19. (amended by Decision of the Board of Directors of 13 April 2022) To inform the CONSUMER in advance and in an appropriate way that it shall undertake against them out of court actions of debt collection of their due and liquid debts including when for the services of third parties (credit bureaus, debt collection agencies etc.) shall be used that purpose, always indicating the exact names of these parties, the exact amount of the claimed monetary debts, and the basis on which they are claimed.

## **7. Responsibilities of COOLBOX**

7.1. (amended by Decision of the Board of Directors of 13 April 2022) In case of delay in the activation of the services within the terms specified clause 2.3. or 2.4. of these General Terms and Conditions, COOLBOX owes a penalty for each day of delay amounting to 0.1% (zero point one

percent) of the one-time connection fee. The penalty shall be paid within 1 (one) month from the date of the consumer's request. The execution/payment of the penalty may be done by deducting the respective due amount from the amount of the monthly subscription price for the following month, only with the CONSUMER's consent for that.

7.2. (amended by Decision of the Board of Directors of 13 April 2022) For not rectified breakdowns to the NETWORK and its facilities or for other reasons as a result of which the CONSUMER could not use the services for more than 3 (three) days in one calendar month even if the days were not consecutive, the CONSUMER pays only a part of the monthly subscription price due, in proportion to the period in which the services were used. COOLBOX shall deduct the corresponding amount from the monthly subscription price for the next month.

7.3. (amended by Decision of the Board of Directors of 13 April 2022) Overcharged amounts for provided services, penalties owed by COOLBOX and amounts under clause 7.1 and clause 7.2. of these General Terms and Conditions shall be paid to the CONSUMER upon their explicit written request. The payment is done by deducting the corresponding amount from the monthly subscription price for the next month.

7.4. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX is responsible for harmful effects caused by interruption or bad service quality in case of non-performance of its obligations to the CONSUMERS who fulfil their obligations regarding the technical requirements and instructions for using the services.

7.5. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX is not responsible for interruption or bad service quality due to wrong behaviour by the CONSUMER, for example: refusal to admit COOLBOX to the CONSUMER's premises in which the equipment and/or facilities is installed; non-compliance with the technical requirements and instructions of the manufacturer of electronic communication devices used by the consumer, or with technical requirements and instructions of COOLBOX for the use of the service or equipment, etc.

7.6. COOLBOX is not responsible in the following cases:

7.6.1. When a connection is established via two or more electronic communication networks, COOLBOX is not responsible for the bad quality of the provided services when this is due to breakdowns and malfunctions in the networks of other companies providing electronic communication services.

7.6.2. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX is not responsible for impossibility to provide and use of the service or in case of quality deterioration due to periodic or incidental tests planned or necessary that are done by COOLBOX and for which the consumers are notified in compliance with clause 6.1.7. as well as in the case of failure of the NETWORK, the transfer environment or the equipment that were not COOLBOX's fault;

7.7. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX shall not be responsible for the content of the information exchanged by the CONSUMERS and their actions in relation to and as a result of using the services.

7.8. Except stated otherwise in a law or regulation, COOLBOX shall not be responsible for any failure to perform its obligations in the event of emergency circumstances or for reasons beyond its control for the duration of the respective circumstance or reason.

7.8.1. (amended by Decision of the Board of Directors of 13 April 2022) When COOLBOX is under the influence of emergency circumstances or reasons beyond its control, COOLBOX shall immediately inform CONSUMER about the circumstances and the restrictions imposed by them.

7.8.2. (amended by Decision of the Board of Directors of 13 April 2022) In case the emergency circumstances or the reasons beyond COOLBOX's control continue for more than 30 (thirty) days and the CONSUMER no longer has interest in the contract remaining into force, the consumer may request contract termination. In this case, the contract shall be terminated immediately upon receipt of the request for termination by the other party without penalties for the parties.

7.8.3. In case of a dispute which has been referred to a court in order to be resolved, the emergency circumstances or reasons beyond the control of the respective party shall be proven according the Civil Procedure Code.

## **8. (amended by Decision of the Board of Directors of 13 April 2022) Rights of the CONSUMERS.**

8.1. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMERS have the following rights:

8.1.1. to require signing of an individual contract for the use of the relevant electronic communication services offered by COOLBOX;

8.1.2. (amended by Decision of the Board of Directors of 13 April 2022) to receive the services with parameters and quality in compliance with these General Terms and Conditions, the preliminary information pursuant to Art. 226 of the Electronic Communications Act and provided to them on a durable data carrier, and the individual contract for services signed between the parties as well as the General Requirements of the CRC and the other applicable laws;;

8.1.3. to receive information and reports about the use of the services provided by COOLBOX;

8.1.4. to use services included in packages as well as services not included a package at prices set by COOLBOX outside the respective package.

8.1.5. to notify COOLBOX about issues related to the use of the services;

8.1.6. (amended by Decision of the Board of Directors of 07 November 2019) to submit complaints and/or requests and to receive responses and other assistance in their consideration in accordance with these General Terms and Conditions;;

8.1.7. (amended by Decision of the Board of Directors of 13 April 2022) to send complaints and alerts to the Communications Regulation Commission concerning the COOLBOX NETWORK and the services provided through it in case COOLBOX has committed a violation of the Electronic Communications Act and/or other law and/or regulation concerning its implementation and/or of these General Terms and Conditions and/or of the Individual Contract;

8.1.8. (amended by Decision of the Board of Directors of 13 April 2022) to consent explicitly and in writing, completely or partially free of charge providing by COOLBOX of their data in a telephone directory issued by a company providing universal service and to request verification, correction and deletion of all or part of their telephone directory data.

8.1.9. in case that COOLBOX has published a telephone directory, to request it to include additional information for other persons using the subscriber phone line jointly if they have given their prior written consent for that.

8.1.10. (amended by Decision of the Board of Directors of 13 April 2022) to receive a detailed bill and other information in writing about the used services along with an invoice(s) in accordance with the provisions of Art. 260 and Art. 260a of the Electronic Communications Act, depending on the chosen method of receiving, and, if the consumer has not made a choice, in accordance with the stipulations of the General Terms and Conditions; to refuse to receive such a detailed bill, after a specific request.

8.1.10a. (amended by Decision of the Board of Directors of 13 April 2022) upon registration by the consumer on the electronic portal my.coolbox.bg, to generate electronically a unique identifier (combination of e-mail address and password) through which the consumer to receive



free access to information in electronic form about the used services as well as to gain access to other free or paid additional services under the clauses of 2.8, clause 2.8.1 and 6.1.10A but only if COOLBOX has technically provided such an option for the respective service;

8.1.11. (amended by Decision of the Board of Directors of 13 April 2022) to receive a detailed report, pursuant to Art. 260, Para. 4 of the Electronic Communications Act about the used voice services which contains information about:

8.1.11.1. the type of the used service for each call made, including for calls made to free services;

8.1.11.2. the price of each call made;

8.1.11.3. date, time and duration of each call made;

8.1.11.4. (new, by Decision of the Board of Directors of 13 April 2022) the numbers of the calling and of the called end consumer.

8.1.12. (amended by Decision of the Board of Directors of 13 April 2022) to not receive a detailed bill, detailed report and other information in connection with Art. 260 and Art. 260a of the Electronic Communications Act, after a specific request by the consumer..

8.1.13. to give prior written consent to receive calls, messages or emails for the purposes of direct marketing in the cases specified in clause 5.4.;

8.1.14. to explicitly disagree with the future receipt of messages for the purposes of direct marketing and advertising of the COOLBOX services.

8.1.15. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) to request portability of the numbers provided for their use by Coolbox, with the right, upon explicit request, to keep said numbers, regardless of the company which provides the service, for:

8.1.15.1. Geographic numbers in the event of a change of the company providing the respective service and/or in the event of a change of the consumer address within a single geographic national destination code;

8.1.15.2. Non-geographic names for every location.

8.1.16. to be informed about planned interruptions and in the event of anticipated deterioration of the quality of the provided service;

8.1.17. to request by means of written request to COOLBOX cooperation in the event of disturbing and malicious calls;

8.1.18. (amended by Decision of the Board of Directors of 13 April 2022) to terminate the use of services when they deem fit, in accordance with these General Terms and Condition;

8.1.19. (amended by Decision of the Board of Directors of 13 April 2022) to request reimbursement of stopped (interrupted) services after paying the amounts they owe COOLBOX before termination of the contract for services due to failure to pay the amounts the CONSUMER owes to COOLBOX.

8.1.20. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) The consumers also have the respective rights, not explicitly listed here but specified in the ECA, other regulations and administrative acts concerning the implementations of the ECA, the General Requirements of the CRC, as well as in other applicable laws and regulations.

#### **8A. (new, by Decision of the Board of Directors of 13 April 2022) Number portability and relations with end consumers during the portability process**

8A.1. The consumer has the right to keep the geographic or non-geographic numbers used by them in the event of a change of the provider of the fixed voice communications service with these numbers. In the number portability procedures in the event of a change of the provider of the service, Coolbox can act in as receiving provider or donor provider.

8A.1.1. If the consumer uses more than one number, the transfer of all or some of the numbers may be requested.

8A.2. The portability under clause 8A.1. can be implemented for the following types of numbers of national importance:

8A.2.1.1 For all geographic numbers, with portability in the event of change of the service provider being allowed for:

8A.2.1.2. separate numbers;

8A.2.1.3. group of numbers which may be:

8A.2.1.3.1. multiple subscriber numbers (MSN), provided to end consumers using ISDN main access (ISDN-BRA);

8A.2.1.3.2. direct dial in numbers (DDI);

8A.2.1.3.3. serial numbers;

8A.2.1.3.4. abbreviated numbers.

8A.2.2. Non-geographic numbers after an access code for the "Personal Number" service (range "700")

8A.2.3. Non-geographic numbers after an access code for services with free access (range "800")

8A.3. The portability is implemented only within the respective portability domain, as the type of the provided service does not change.

8A.4. In the geographic numbers domain, Coolbox also implements portability of geographic numbers in the event of change of the address of the service within a single geographic national destination code (within the same town or village).

8A.4.1. Portability of geographic numbers in the event of change of the address of the service within a single geographic national destination code is done by Coolbox after submission of an application-request by the consumer and concluding a new individual contract for the new address with subject - the service provided on the old address, or an additional agreement to a previously signed individual contract.

8A.4.2. Coolbox may refuse portability under clause 8A.4.1, if there is no possibility for physical connectivity to the Coolbox network at the submitted new address.

8A.4.3. The starting of the number portability and the service on the new address shall be done within the prescribed terms for starting the portability of geographic numbers in the in the event of change of the provider of the services, for activating the service on the new address this term is up to 3 business days for individual numbers and up to 5 business days for a group of numbers, after signing an individual contract or an additional agreement to a previously signed contract for providing the service on the new address, in accordance with these General Terms and Conditions and the applicable laws, and starting the portability procedure.

8A.4.4. The submitted application-request for portability under 8A.4.1. shall be considered a request for terminating the concluded individual contract for providing the service on the old address in its entirety, starting from the signing date of the new contract or additional agreement. The consumer may request specifically, with the portability application under clause 8A.4.1, to extend to validity of the contract on the old address even after the implementation of the portability, in which case the contract shall not be considered terminated and Coolbox shall ensure the use of the services on the old address too.

8A.5. The procedure for transferring numbers in the event of a change of the provider of the fixed voice communications service is done on the grounds of an application by the consumer, submitted as a standard form to the receiving provider. The number transfer application shall be in a

standard form agreed upon between Coolbox and the other providers in the portability domain, in the respective portability procedure, signed between the participants in the portability domain pursuant to Art. 31, Para. 1 of the Functional Specifications for Implementing Portability of Numbers of National Importance from the National Numbering Plan (the "Functional Specifications").

8A.5.1. Coolbox, as a receiving provider, if it has such technical capability, shall also accept portability applications, with the necessary documents attached to it, signed by means of a qualified electronic signature as defined in the Electronic Document and Electronic Certification Services Act.

8A.5.2. The consumer/user may submit an application for transfer of number to COOLBOX, in its capacity as receiving provider, each business day at the customer services locations listed on the official website. The consumer may request by phone or email a visit from a Coolbox employee for the purpose of receiving a portability application.

8A.5.3. The application shall be submitted in person or through a legal or authorized representative. The applicant or respectively their representative shall prove their identity with the respective documents specified in these Terms and Conditions and respectively with a valid power of attorney.

8A.5.4. The submitted portability application shall constitute authorisation for the Receiving Provider to take the necessary actions for terminating the relations between the applicant and the donor provider/secondary provider in accordance with the Functional Specifications, the respective procedure pursuant to Art. 31, Para. 1 of the Functional Specifications and the individual contract with the end consumer. The application also constitutes declaration of will by the end consumer for terminating the contractual relations with the donor provider/secondary provider.

8A.5.5. The portability application may also contain authorisation in a normal written form by the end consumer authorising the receiving provider/secondary provider to make the payments due to the donor provider/secondary provider on behalf of and at the expense of the consumer, provided there is explicit consent on the part of the receiving provider/secondary provider for that.

8A.5.6. When the consumer has explicitly stated before Coolbox and certified with their signature the desire the portability to start within the 7 day period after the submission of the portability application, they may exercise their right under Art. 228, Para. 5 of the Electronic Communications Act by withdrawing the submitted portability application within that same period.

8A.5.7. If the consumer has not chosen when the portability procedure should start, it shall be assumed that they want it to start with within the 7 day period after the submission of the portability application.

8A.5.8. Upon the submission of the portability application, Coolbox, acting as a receiving provider, and the end consumer shall conclude an individual contract whose subject shall include the number(s) that is/are requested to be transferred, and these General Terms and Conditions, the Electronic Communications Act and the General Requirements for the Implementation of Electronic Communications shall apply.

8A.5.9. In each case of portability in the event of a change of the service provider, regardless if the consumer has stated explicitly with their signature their desire the portability procedure to start with the submission of the portability application or within seven days after its submission, the contract between the receiving provider and the consumer shall come into force on the day of the successful transfer of the number to the network of the receiving provider.

8A.5.10. The donor provider shall have grounds to refuse the receiving provider portability of number/numbers only in the following cases:

8A.5.10.1. before the submission of the portability application, the number has been non-existent or not provided to an end consumer of the donor provider/secondary provider; the refusal described in the previous sentence does not apply when the end consumer has not given up their right under clause 8A.5.15.;

8A.5.10.2. the donor provider has already received a request from another receiving provider requesting the same number, the procedure for which it has not been completed yet;

8A.5.10.3. in case of portability of a group of geographic numbers that requires reconfiguration, reconfiguration is not requested or the requested reconfiguration does not allow the implementation of portability;

8A.5.10.4. the application sent by the receiving provider contains incomplete and/or inaccurate data for the end consumer and/or the application is not signed.

8A.5.11. The receiving provider/secondary provider shall have grounds to refuse portability only in the following cases:

8A.5.11.1. the end consumer is legally incompetent and is not properly represented by a third party;

8A.5.11.2. the application is submitted by a third party who is neither duly authorized by the consumer, nor their heir.

8A.5.11.3. the data presented in the application by the end consumer is incomplete and/or inaccurate;

8A.5.11.4. the documents required for the application have not been submitted;

8A.5.11.5. one of the generally applicable grounds for refusal to provide the service, stipulated in the contract with the end consumers of the receiving provider/secondary provider, is valid;

8A.5.11.6. no individual contract with the receiving provider, under 8A.5.8, has been concluded;

8A.5.12. In the cases under clauses 8A.5.10.3 and 8A.5.10.4 and clauses 8A.5.11.1, 8A.5.11.2, 8A.5.11.3, 8A.5.11.4, 8A.5.11.6 the receiving provider/secondary provider shall not review the application until the problems have been solved and shall suspend the procedure for no more than 30 business days after the submission of the application. In case the problems are not solved within the specified time limit, the procedure shall be terminated by explicit written refusal of the receiving provider/secondary provider. In the other cases under clauses 8A.5.10 and 8A.5.11 procedure shall be terminated by explicit written refusal of the receiving provider/secondary provider. The receiving provider shall also send a message to the donor provider, in accordance with the Functional Specifications, notifying them that the portability procedure has been terminated.

8A.5.13. If the reasons listed in clauses 8A.5.10 and 8A.5.11 do not apply, Coolbox in its capacity as receiving or respectively donor provider and the respective other provider from the portability domain shall start the portability procedure in accordance with clauses 8A.5.6 and 8A.5.7, the term for term for realisation of portability should be:

8A.5.13.1. for geographic numbers – up to 3 business days and up to 5 business days for groups of numbers, starting from the moment the portability procedure has started but no later than the portability date agreed upon between the parties (if there is such date), and should include a portability window no longer than 6 hours;

8A.5.13.2. for non-geographic numbers – up to 5 business days, starting from the moment the portability procedure has started but no later than the portability date agreed upon between the parties (if there is such date), and should include a portability window no longer than 5 hours;

8A.5.14. Within the portability window, in the event of successful activation of the number(s) in the network of the receiving provider, the portability process must be finished by the donor provider by deactivating the number(s) and sending of message to the receiving provider with which to confirm the success transfer of the number(s) in the respective terms under clauses 8A.5.13.1. and 8A.5.13.2.

8A.5.15. The donor provider, respectively the holder of the range of numbers, if that is a different party, as well as the secondary provider, may not provide a transferred number to another end consumer. When a consumer terminates a contract for providing services by means of a transferred number, the receiving provider shall reserve the number for at least one month, unless the end consumer explicitly has given up that right. After the expiry of the above mentioned term, the receiving provider shall notify the holder of the range of numbers and return the number to them under the terms and procedures agreed upon in the respective portability procedure. In the rest of the cases of terminating a contract for providing services by means of a transferred number, as well as in the cases where the end consumer has given up the right specified in sentence two, the receiving provider shall notify the holder of the range of numbers about that and return the number to them under the terms and procedures agreed upon in the respective portability procedure.

8A.5.16. Liabilities concerning the payment of amounts due for early termination of fixed-term contracts due to successfully realized number portability shall be paid by CONSUMER no later than the day the portability is realized. In the event of submission of a portability application to a certain receiving provider, the penalty under clause 3.10 for early termination of a fixed term and/or non-observance of the notice period shall not be charged to the consumer only if the following two conditions are met:

8A.5.16.1. The consumer has sent the portability application of the number under a fixed term individual contract one month before the expiry of the individual contract signed with COOLBOX; or

8A.5.16.2 At the time of submission of the portability application, the fixed term contract has been transformed into no term contract in the scenario described in of Art. 229a, second sentence, of the ECA.

8A.5.17. A consumer who has applied for the transfer of a number shall be obliged to pay to Coolbox all amounts due for the services used through these numbers, which amounts have arisen or have become due before or after submitting the application for transferring the number/s until termination of the contractual relationships or the end of the portability process.

8A.5.18. The donor provider/secondary provider, and its sales representatives, distributors and partners, shall not have the right to contact the consumers of their services, after the submission of an application for transfer of a number, for the purpose of discussing advantages and disadvantages of changing the operator or to make new offers, changes to tariff plans and other terms of the existing contract.

8A.5.19. The receiving provider, if there is a technical possibility for that, shall provide connection to its network to the consumer whose number is being transferred.

8A.5.20. The receiving provider/secondary provider, shall inform the end consumers about the rights of compensation under these General Terms and Conditions and the in force Functional Specifications, about the portability date, the successful or unsuccessful end of the transfer process, with the form and manner of notification being determined by the providers by following the procedures specified in Art. 31, Para. 1 of the Functional Specifications.

8A.5.21. In the event of a transferred number due to a technical error, the receiving provider shall return the number to the donor provider within 24 hours after the discovery of the technical error.

8A.5.22. When the fixed voice service provided with the numbers which are the subject of a started portability procedure is included in a package with other services, the individual contract for services in the package service concluded with between Coolbox and the Consumer shall not be terminated despite the successfully performed portability of the numbers to the network of other company-receiving provider. In any event, in the scenario described in the previous sentence, if the consumer wants it, Coolbox shall provide the consumer the opportunity to also use the fixed voice telephone service included in the package according to the concluded individual contract, giving them a new phone number - geographic and/or non-geographic.

8A.5.23. (amended by Decision of the Board of Directors of 25 June 2024) In the cases under clause 8A.5.22., the Consumer may at their own discretion terminate entirely the package service contract by means of a notice as specified in clause 3.9.1., in accordance with these General Terms and Conditions and with the consequences arising from that.

8A.5.24. The Consumer who has requested number portability has the right to make a claim for compensation in the following cases:

8A.5.24.1. the number has not been transferred in the time frames specified in these General Terms and Conditions, respectively the Functional Specifications;

8A.5.24.2. the number has been transferred without the consent of the end consumer;

8A.5.24.3. in case of non-observance of the portability window specified in these General Terms and Conditions and these specifications.

8A.5.25. The compensation for the end consumers is due for each number and is in the form of a monetary sum in the following amounts:

8A.5.25.1. in the cases under clauses 8A.5.24.1 and 8A.5.24.3 – no less than BGN 2 for each day of delay;

8A.5.25.2. in the cases under clauses 8A.5.24.2 – no less than BGN 2 for each day of delay from the date of the wrongful transfer to the date of return of the number as described in clause 8A.5.21.

8A.5.26. The claim for compensation must be submitted to the receiving provider no later than two months after the submission of the portability application. The receiving provider must accept and review the claim for compensation if it has been submitted on time. The receiving provider must register the claims for compensation sent to them and to apply the rules and procedures for reviewing petitions, signals and complaints adopted by them. Coolbox shall confirm receipt of the claim in a manner determined by them for the respective channel through which the claim has been received. The receipt of claims for compensation is done throughout the business hours of every shop of the receiving provider or electronically - when the claim for compensation is signed with a qualified electronic signature.

8A.5.27. Within 30 days of the registration of the claim for compensation the receiving provider must review it and notify the end consumer about their decision. If the receiving provider finds out that any of the circumstances under clauses 8A.5.24.1, 8A.5.24.2 and 8A.5.24.3 has not arisen as a result of their actions/inaction, they may refuse to grant the claim for compensation and they must notify the end consumer about that as described in the previous point.

8A.5.28. In these cases the consumer may submit the claim for compensation to the donor provider within four months after the submission of the portability application. Within 30 days of the registration of the claim for compensation the donor provider must review it and notify the consumer about their decision. The provider may grant the claim or to reject it, for which they must give reasons.

8A.5.29. Filing the claim for compensation with the respective provider is not an obstacle to the under consumer filing a claim in a court of law.

8A.5.30. For any issues related to number portability and not settled in this section 8A, the following shall apply: Electronic Communications Act, Functional Specifications for Portability issued by the CRC and the portability procedures created on the grounds of the latest specifications and approved and signed by the providers in the portability domain, including on behalf of Coolbox. In the event of contradiction between these General Terms and Conditions and the provisions of the above listed laws and regulations, the latter shall prevail.

## **9. (amended by Decision of the Board of Directors of 13 April 2022) Obligations of the CONSUMERS**

9.1. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMERS are obliged:

9.1.1. after being notified in advance by COOLBOX to provide access to their property for the purpose of building, maintenance, adjustment, repair and/or regular check-up of the NETWORK;

9.1.2. to not make changes through the end devices in the COOLBOX NETWORK as well as to take care of the provided equipment with due diligence;

9.1.3. to provide the necessary assistance to COOLBOX in exercising control over the legality of using the offered services and equipment and end devices. The consumers are required to cooperate with COOLBOX and to prevent or terminate a Denial of Service attack and/or to prevent or stop network abuse;

9.1.4. (amended by Decision of the Board of Directors of 07 November 2019) to follow the instructions and guidelines of the manufacturer and/or COOLBOX for the correct use of the provided equipment;

9.1.5. to use only end devices with assessed compliance and launched on the market in compliance with the law;

9.1.6. to not make any changes to the end devices and/or the provided equipment and to not turn on accessories for which there is no explicit written permission from COOLBOX;

9.1.7. to pay the prices set by COOLBOX in the way and within the payment deadlines specified in clause 11. of these General Terms and Conditions.

9.1.8 to notify COOLBOX within 14 (fourteen) days for changes in the identification data under clause 3.3. of these General Terms and Conditions;

9.1.9. The CONSUMERS are obliged when using the services provided by COOLBOX to not violate any property or non-property rights and/or legitimate interests of third parties.

9.1.10. The CONSUMERS are required to neither make or allow the generation of atypical traffic through the use of the Service, nor to make or block the generation of traffic leading to network abuse and/or to denial-of-service attack (DoS attack).

9.1.11. The CONSUMERS are not allowed to provide electronic communications networks or electronic communications services through the Services subject to these General Terms and Conditions.

9.1.12. The CONSUMERS agree to use the Services in compliance with all relevant requirements and obligations contained in the individual contract, in these General Terms and Conditions, in the Bulgarian, European and international legislation or in the general or individual acts of competent state authorities.

9.1.13. The CONSUMERS agree, when using the services provided by COOLBOX, to refrain from actions/inactions:

9.1.13.1. in contradiction and/or in conflict with the Bulgarian legislation, international acts to which the Republic of Bulgaria is a party, applicable foreign laws, these General Terms and Conditions or accepted principles of morality;

9.1.13.2. violating a trade, business or personal secret of third parties or other confidential information;

9.1.13.3. violating any property or non-property rights or legitimate interests of third parties, including ownership rights, intellectual property rights, etc.;

9.1.13.4. harming the reputation and/or commercial reputation of COOLBOX or the image, commercial reputation, honour or dignity of other party/ies;

9.1.13.5. (amended by Decision of the Board of Directors of 07 November 2019, amended by Decision of the Board of Directors of 13 April 2022) that may interrupt or make more difficult the provision of electronic communication services by Coolbox, to reduce the quality of the services, to breach or threaten the safety of the network of Coolbox or other companies; to cause a violation of the personal data security or to create prerequisites for that. 9.1.14. The CONSUMERS agree to keep safe and not to grant third parties access to the unique identifier described in clause 6.1.10A. In any case, the actions of these third parties verified with this identifier shall be considered the actions of the respective CONSUMER.

9.1.15. (amended by Decision of the Board of Directors of 13 April 2022) In case of non-performance of the above listed obligations, the CONSUMER shall also be responsible for the actions/inactions of third parties – their employees, parties acting on their behalf or persons who are the CONSUMER's visitors, clients, etc.

9.1.16. (new, with Decision of the Board of Directors of 13 April 2022) The consumers have all other obligations specified in the Electronic Communications Act and other regulations and administrative acts concerning the implementations of the ECA, as well as in the other the other applicable laws.

## **10. (amended by Decision of the Board of Directors of 13 April 2022) Responsibilities of the CONSUMERS.**

10.1. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER is responsible for any damages and lost profits caused to COOLBOX, immediate consequence of non-performance of their obligations under these General Terms and Conditions and/or the concluded individual contract. The CONSUMER shall also be responsible for the actions/inactions of third parties - their employees, parties acting on their behalf or persons who are the CONSUMER's visitors, clients, etc., whose actions have directly resulted in damages and lost profits for COOLBOX.

10.2. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER agrees that in case of non-performance of any of the obligations under Section 9, COOLBOX shall have the right to temporarily stop/interrupt the provision of services to the CONSUMER or to terminate the individual contract in compliance with clause 3.9.4, unless the specific failure to do so has resulted in automatic or unilateral termination of the contract in any of the cases specified in clauses 3.9.2 or 3.9.3 and/or to refuse to conclude a new contract with the CONSUMER.

10.3. (amended by Decision of the Board of Directors of 07 November 2019, amended by Decision of the Board of Directors of 13 April 2022) In case of non-payment of the amounts due by the CONSUMER in time or in case of non-performance of some of the other obligations under Section 9, COOLBOX shall stop/interrupt the provision of services completely or partially. During the stoppage/interruption of the provision of the service, the CONSUMER is entitled to continue to use the emergency call services until the termination of the contract based on any of the grounds stated in these General Terms and Conditions. In the event of stoppage of the IAS, the consumer may activate temporarily the service for a period of 24 hours via the respective functionality on my.coolbox.bg. Within that period the consumer must pay Coolbox the amount due in order to prevent the automatic stoppage/interruption of said service. In all cases of stoppage/interruption of the provision of the service described in this clause, the user shall still owe the respective subscription price for the duration of the stoppage/interruption.

10.4. (amended by Decision of the Board of Directors of 13 April 2022) In cases when the CONSUMER repairs, replaces, moves or otherwise modifies any part of the equipment provided to them be Coolbox without the prior written permission of COOLBOX, COOLBOX has the right to obtain compensation from the CONSUMER for any consequential damages including replacement of the equipment, the monetary value of which is stated in a specific Handover Protocol to the individual contract and/or in said contract.

10.5. (amended by Decision of the Board of Directors of 13 April 2022) In case the CONSUMER allows the loss, damage, destruction, or theft of the equipment provided by COOLBOX, and in cases where the CONSUMER fails to fulfil their obligation to return the equipment, they shall be obliged to pay COOLBOX the monetary value of the equipment.

10.6. COOLBOX realizes the responsibility of the consumers according to the general order, including through court proceedings pursuant to the CPC.

10.7. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER shall negotiate on their own behalf and at their own expense the respective rights with a holder of the intellectual rights (copyright, etc.) over the software product ensuring the use of the provided Services.

10.8. (amended by Decision of the Board of Directors of 07 November 2019) (amended with Decision of the Board of Directors of 13 April 2022) The CONSUMER bears full responsibility for the preservation of their unique identifier (a combination of username and password) as well as for all actions and declaration of will done on their behalf (by them or by a third party) before COOLBOX, using this identifier.

## **11. Prices, billing and payment method for the services**

11.1. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX develops prices of the offered services, packages and/or tariffs according to supply and demand in conditions of equality between the CONSUMERS who are bound by these General Terms and Conditions, COOLBOX also has the right to set different prices and discounts based on market demand and supply, technology, etc. In all cases when determining the prices of services, packages and/or tariff plans, COOLBOX complies with the provisions of the ECA and the regulations of the Communications Regulation Commission on its implementation.

11.1.1. COOLBOX develops, forms and offers package prices which include several offered services according to its commercial policy, demand and supply, etc. In all cases, the CONSUMER reserves the right to use the services outside the packages, and at prices different than the package price;

11.1.2. COOLBOX has the right to offer discounts/s and/or promotions for the services used by the CONSUMER with conditions published in advance on its website [www.coolbox.bg](http://www.coolbox.bg), or in another way, conditions;

11.1.3. COOLBOX informs CONSUMERS about prices, package prices and/or tariff on its website [www.coolbox.bg](http://www.coolbox.bg), at its customer service offices and in other appropriate ways.

11.2. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) By the 10th day of the month, COOLBOX shall issue a tax invoice for the respective service under a concluded individual contract which shows the amount owed by the consumer, of which the consumer shall be informed in an appropriate way. Coolbox shall notify the consumer for the issued invoice, detailed bill and other information in an appropriate way and shall give them access to these documents. As an exception to the previous sentence, in the cases under clause 11.4.2., sentence three, COOLBOX issues a tax invoice within the statutory time limit, from the moment of concluding a contract for providing the service. 11.3. (amended by Decision of the Board of Directors of 13 April 2022) The prices for the provided services are paid:

11.3.1. in cash at the payment locations determined by COOLBOX and listed on its official website.

11.3.2. via wire transfer to a bank account listed on the official COOLBOX website. When payment is made by wire transfer, the payment is deemed to have been made on the date of crediting the account of COOLBOX with the amounts transferred. In this case, when the payment is made by an international wire transfer or in a currency different from BGN all bank charges, commissions as well as currency exchange differences are to be covered by the consumer.

11.3.3. on-line electronically - by using electronic payment platforms announced on the official COOLBOX website. In case of electronic payment in the cases referred to in the previous sentence, a payment shall be considered to have been made on the day when the payment system notifies COOLBOX about that.

11.4. All services are paid according to their type and specificity at the prices set by COOLBOX and announced on its official website [www.coolbox.bg](http://www.coolbox.bg) as follows:

11.4.1. a one-time connection fee (installation fee) which includes the cost of connection and access to the NETWORK and the provision of access to other services in case they are requested by the CONSUMER. The one-time connection fee shall be due upon activation of the service and shall not be returned upon termination of the contract.

11.4.2. a monthly subscription price (monthly fee), payable within 10 (ten) calendar days from the date of invoice issue. The monthly fee is paid in advance and is charged in the month preceding the month of provided services. When the contract for services is concluded during the current month, the CONSUMERS shall pay a portion of the monthly fee for the current month in proportion to the days of the same month during which COOLBOX shall provide the services and in advance - the monthly subscription fee for the next calendar month.

11.4.3. (amended by Decision of the Board of Directors of 07 November 2019) prices for additional services, payable according to the provisions under clause 11.4.2 which is applied respectively.

11.4.4. monthly price for phone calls made and calls made during the use of public fixed voice communications service shall be paid in the month following the month of their making, together with the monthly subscription price under clause 11.4.2. first sentence;;

11.5. COOLBOX reserves the right to change unilaterally at any time the in-force prices, package prices and/or tariff plans for which it shall publish the required information on its official website [www.coolbox.bg](http://www.coolbox.bg) in advance within the statutory time limit and shall inform the affected consumers according to the provisions of the General Requirements for the Implementation of Public Electronic Communications of the CRC. In case that the affected consumers disagree with the change which has been made, they may terminate their individual contract unilaterally without sanctions no later than one month before the coming into force of the respective changes. The provision of the preceding sentence shall not apply when the change in prices is due to an act of the Communications Regulation Commission or other competent authority of the executive or legislative branch.

## **12. Credit limit**

12.1. (amended by Decision of the Board of Directors of 13 April 2022) When providing one or more Services, COOLBOX may specify a specific amount (credit limit) within which the Service is provided to the CONSUMER. The amount of the minimum credit limit is determined depending on the commercial policy of COOLBOX and the selected tariff/subscription plan. The credit limit can be determined by COOLBOX individually for a particular CONSUMER who has made large traffic, who has paid regularly on time, who has been given more than one number, etc. COOLBOX has the right to set different credit limits depending on the nature of the respective Services.

12.2. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX may periodically update the amount of the credit limit, in which case it shall inform the CONSUMER in an appropriate way.

12.3. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX may inform the CONSUMER in an appropriate way when a certain percentage of the credit limit has been reached.

12.4. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX has the right to limit the use of the Service if the CONSUMER reaches their credit limit. In cases of a fixed public telephone service upon reaching the credit limit, COOLBOX leaves active the option of dialling emergency call numbers.

### **13. (amended by Decision of the Board of Directors of 07 November 2019) Review of complaints and other requests**

13.1. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX accepts written and oral complaints and other requests of the CONSUMERS at [info@coolbox.bg](mailto:info@coolbox.bg), as well as at phone number +359 800 45 845.

13.2. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) Unless agreed otherwise or these General Terms and Conditions specify otherwise, COOLBOX reviews the submitted complaints and/or other requests and expresses an opinion about them respectively by satisfying them or rejecting them as soon as possible but no later than 30 (thirty) days from the date of their receipt of which it informs the consumer in a suitable way by e-mail or by phone or by a text message (SMS).

13.3. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX maintains in electronic format a single register of received complaints, signals and suggestions from consumers.

13.4. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) In all cases, the CONSUMERS may send complaints to the CPC related to the COOLBOX NETWORK and the services provided through it in case of non-compliance with the legal and/or regulatory provisions and/or the provisions of the Individual Contract and/or these General Terms and Conditions on the part of COOLBOX.

13.5. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) If Coolbox is unable to satisfy the complaint and/or request of a consumer, the consumer shall have the right to turn to the competent court and/or the respective administrative bodies for protection of their rights.

13.6. (new, by Decision of the Board of Directors of 13 April 2022) In case the contract is concluded remotely, the consumer may also submit their complaint and enclose evidence to it through the European Online Dispute Resolution (ODR) platform at: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=BG>

### **14. Phone directories Phone reference service.**

14.1. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX has the right to issue and update a phone directory in a printed and/or electronic format, subject to the requirements of the applicable legislation as well as to maintain an up-to-date telephone directory in an electronic format that contains telephone numbers and other data for the COOLBOX subscribers. Phone directories issued by COOLBOX may also contain data for consumers of other companies providing public telephone services if an agreement between COOLBOX and the respective company is reached.

14.2. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX is obliged to provide to other company providing public electronic communication services data for its CONSUMERS who have explicitly given written consent and have explicitly requested in writing the inclusion of their data in a phone directory.

14.3. (amended by Decision of the Board of Directors of 13 April 2022) CONSUMERS who have submitted a written application in a form approved by COOLBOX have the right to request the inclusion of their data in a phone directory issued by COOLBOX in printed and/or electronic format or in a telephone directory issued by another company providing public electronic communication services. The following data shall be included free of charge in the phone directory:

14.3.1. name, company name, address and telephone number;

14.4. (amended by Decision of the Board of Directors of 13 April 2022) When the consent has been given, the phone directory may include additional CONSUMER data, other than those specified in clause 14.3, such as: information about other telephone number of the CONSUMER, information about other persons who share the subscriber phone line, fax number, e-mail address. In this case the entry is paid and the price is determined according to the COOLBOX price list.

14.5. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER has the right to determine the order of entry of the numbers in the telephone directory when they have expressed the desire to enter the numbers provided by one or more companies. In this case the entry is paid and the price is determined according to the COOLBOX price list.

14.6. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER may request that additional information be included in the telephone directory for other persons who share the subscriber phone line, if they have given prior written consent for that. This data entry is paid according to the COOLBOX price list.

14.7. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER has the right to request verification, complete or partial deletion or change of data already entered in the phone directory. The complete or partial deletion or the change of data entered in the telephone directory under clause 14.3. is free of charge. The complete or partial deletion or the change of data entered in the telephone directory under clauses 14.4. and 14.6. shall be paid. The data are deleted or changed upon issue of a new or updated existing printed edition of a phone directory, whichever comes first. The deletion or change of data in the telephone directory in electronic form shall take place within the deadlines stipulated by the law. .

14.8. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMER shall have the right to request data inclusion in the telephone directory which entry they have not initially requested or data which have been deleted from the phone directory at their request. In case the request refers to the data under clause 14.3 the entry is free of charge. In case the request refers to the data under clauses 14.4. and 14.6., the entry is charged according to the COOLBOX price list.

14.9. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX consumers who use prepaid services may request their data to be included in the phone directory. Data entry is paid according to the COOLBOX price list.

14.10. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX has the right to delete or refuse entry of information in the telephone directories under this section which is obviously inaccurate, informing in advance in writing the interested parties. COOLBOX is not responsible for any errors or inaccuracies in the published data in a telephone directory issued by COOLBOX in written and/or electronic form due to mistakes or inaccurate CONSUMERS database provided to them by other companies in the scenario described in clause 14.1. In case that errors or

inaccuracies are published in a printed edition of a telephone directory, they shall be corrected at the expense of the relevant company's fault when issuing a new or updating an existing printed telephone directory whichever comes first. In case that there are errors or inaccuracies in the CONSUMER'S data in the electronic telephone directory they shall be corrected within 10 (ten) days of their discovery or receipt of written notice of errors or inaccuracies.

14.11. (amended by Decision of the Board of Directors of 13 April 2022) When publishing a telephone directory in an electronic format used via the Internet or other electronic communications network, COOLBOX is obliged to provide a reference for a relevant telephone number only with a full and accurately submitted minimum amount of data as long as such data are not limited by the CONSUMER's will presented in writing. The minimum amount of data includes a name/company name of the legal entity – consumer and where necessary – an address or part of an address. Providing only end consumer data in the form of phone number is not allowed.

14.12. (amended by Decision of the Board of Directors of 13 April 2022) Update of the telephone directory in an electronic format shall be done by COOLBOX on its own initiative or at the written request of the CONSUMER or at the request of a company providing databases for their subscribers for the needs of the respective telephone directory in the scenario described in clause 14.1. In case of a written request from a subscriber or from a company providing public telephone services the requested change shall be made within 10 (ten) days of the receipt of said requests.

14.13. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMERS' declarations of will related to their rights under clause 14 shall be done in writing.

14.14. (repealed with a Decision of the Board of Directors of 13 April 2022)

14.15. (repealed with a Decision of the Board of Directors of 13 April 2022)

14.16. (repealed with a Decision of the Board of Directors of 13 April 2022)

#### **15. Provision of consumer data for inclusion in a phone directory issued by companies required to provide a universal service**

15.1. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX, only in case the consumer has given their consent, and in the process of fulfilling its legal duty, provides the companies offering a universal service with accurate data about the end consumers of the network that are necessary for preparation, updating and publication of the phone directory in printed and/or electronic format. COOLBOX is not responsible for inaccurate or incorrect data provided by consumers as well as for cases where there was no timely notice about changes in these data. Information to be provided to the company offering a universal service shall include:

15.1.1. name/company name, address and telephone number;

15.2. (repealed with a Decision of the Board of Directors of 13 April 2022)

15.3. (repealed with a Decision of the Board of Directors of 13 April 2022)

#### **16. Options for the using the network functions - "Calling Line Identification (CLI)", "Connected Line Identification (COL)", "Dual-Tone Multi-Frequency Dialling" (DTMF dialling) and services - "Calling Line Identification Presentation CLIP", "Calling Line Identification Restriction CLIR" and "Call Forwarding (Call FORWARD)"**

16.1. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX provides the NETWORK functions "Calling Line Identification (CLI)", "Connected Line Identification (COL)" and "Dual-Tone Multi-Frequency Dialling" (DTMF dialling). End consumers are responsible for informing themselves about the specific technical requirements of their end devices in order to be able to use the specified network functions and related services.

16.2. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX provides free of charge to the CONSUMER and maintains active the "Calling Line Identification Presentation" (CLIP) service. COOLBOX maintains active for free for all its consumers the CLIP function, ensuring CLIP during the call and keeping it unchanged during the call.

16.3. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX enables the CONSUMER to activate or deactivate the "Calling Line Identification Restriction" (CLIR) function by available means for each individual call or permanently via the line by selecting a code.

16.4. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX ensures and provides CLI, regardless of the settings made by end consumer, in the provision of emergency call services to Emergency Medical Care, the Police and Fire Safety and Population Protection as well as calls to the common European number for emergency calls 112 and National Emergency Call Centres 112.

16.5. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX provides its consumers with the option to activate the "Call Forwarding" service in an accessible way and free of charge by selecting a code. COOLBOX provides free of charge to its end-consumers the "terminating the receipt of calls forwarded to the consumer's end device" service if there is a technical possibility for that.

16.6. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX informs CONSUMERS of the specific ways and codes for activating and deactivating the services: "CLIR" and "Call Forwarding" on their official website [www.coolbox.bg](http://www.coolbox.bg).

16.7. (amended by Decision of the Board of Directors of 13 April 2022) COOLBOX has full access to CLI information, regardless of the settings entered by the subscriber. COOLBOX is obliged to use the CLI information only in relation to the operation and management of the NETWORK and to prevent third parties from accessing this information except in the cases provided by the ECA and the special CRC Rules. The CLI information can be used for commercial purposes such as marketing, direct advertising of goods and services, etc. only with the express written consent of the CONSUMER.

#### **17. Dispute resolution**

17.1. (amended by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) Disputes between COOLBOX and the CONSUMER are settled out of court through good faith negotiations between them. If no agreement is reached, each of the parties may request assistance from the Communications Regulation Commission and/or to refer the dispute for solving to the competent Bulgarian court in Plovdiv. In the cases where the liability is determined with imperative provisions of the Civil Procedure Code, the provisions of the said code shall apply.

#### **18. Changes and amendments to the General Terms and Conditions**

18.1. These General Terms and Conditions may be amended and supplemented at the initiative of COOLBOX or CRC, subject to the imperative provisions of ECA and the General Requirements of the CRC.

## 19. Legal framework

19.1. For issues not settled by these General Terms and Conditions, the provisions of the Electronic Communications Act and other regulations and administrative acts concerning the implementations of the ECA, the General Requirements of the CRC, the Decisions and the other general and individual administrative acts of the Communications Regulation Commission, including the Functional specifications and the respective procedures for portability of geographic and non-geographic numbers, and the provisions of the other applicable laws, shall apply.

19.2. (amended by Decision of the Board of Directors of 13 April 2022) The General Terms and Conditions are an integral part of the individual contract signed between COOLBOX and the CONSUMER and they are considered accepted and actually received by the latter with the fact of manually signing the individual contract or by electronic signature within the meaning of Electronic Document and Electronic Certification Services Act.

19.3. (amended by Decision of the Board of Directors of 13 April 2022) The CONSUMERS do not acquire any powers or rights to use COOLBOX's trademarks, know-how, show-how, copyright or other property or non-property rights other than those expressly agreed upon in these General Terms and Conditions.

## 20. Additional provisions

20.1. (amended by Decision of the Board of Directors of 07 November 2019 (amended by Decision of the Board of Directors of 13 April 2022) Any statements, communications and other correspondence between the parties bound by these General Terms and Conditions and/or by an individual contract for service(s) should be in writing, as a prerequisite to be duly proved, and signed by the respective party or their representative and sent to the address of each party or to the respective email address specified in the individual contract for services or used for registration in the client portal [www.my.coolbox.bg](http://www.my.coolbox.bg). The written form shall also be considered valid in the event of correspondence via e-mail if there is compliance with the respective provisions of the Electronic Document and Electronic Certification Services Act.

20.2. Any declaration of will or other communication from one party to the contract sent to the address of the other party specified in the individual agreement shall be considered duly received. This applies if the other party is not found at said address after one or more visits, in spite of the notice for letter or parcel delivery addressed to the party, and when the party has not sought the letter or the parcel at the office of the courier (postal) service within the specified period for that, according to the conditions of said party.

20.3. (amended by Decision of the Board of Directors of 13 April 2022) Any valid statement sent to the respective email address of a party to the individual contract shall also be considered received without the need for acknowledgement of receipt by the other party – recipient, provided that the email sent to the respective email address has actually been received on the server maintaining the email of the recipient of the message.

20.4. (amended by Decision of the Board of Directors of 13 April 2022) In case the CONSUMER have not notified COOLBOX about a change to their mailing address, or respectively their email address, specified in the individual contract, all statements and messages sent by COOLBOX to the old address shall be considered duly delivered and served if they have been sent to one of the addresses specified in the contract in compliance with the above-mentioned provisions.

## 21. Definitions

21.1. (amended by Decision of the Board of Directors of 07 November 2019) In these General Terms and Conditions and the individual contract, the terms listed shall have the following meanings:

21.1.1. EMERGENCY CIRCUMSTANCES – all circumstances defined in Art. 306, Para. 2 from the Commercial Act.

21.1.2. (amended by Decision of the Board of Directors of 13 April 2022) REASONS NOT UNDER COOLBOX'S CONTROL – all actions, inactions or events that COOLBOX could not possibly have overcome in spite of its due diligence efforts in its capacity as a provider of electronic communication services.

21.1.3. (amended by Decision of the Board of Directors of 13 April 2022) END DEVICES – equipment for sending, processing or receiving information, intended for direct or indirect connection to the interface of a public electronic communications network; in both cases, direct or indirect, the connection can be done by means of wires, by optical fibers or electromagnetically; the connection is indirect if other equipment is placed between the end device and the network interface.

21.1.4. END DEVICE WITH ASSESSED CONFORMITY - end devices with assessed conformity in accordance with the applicable laws and regulations. Devices launched on the market are accompanied by a Manufacturer/Importer's Declaration of Conformity and must have a "CE" marking and the respective other markings. It is acceptable that the markings appear on the package or the accompanying documents - type, model, manufacturer, importer, serial number, marking of use as intended.

21.1.5. DISTURBING CALLS - calls (messages) that are undesirable or contain a threat to the physical integrity and physical safety of the individual or harmful to the honour and dignity of the person or provoking violence against the person or incitement of racial, national, ethnic or religious enmity, as well as all calls (messages) that due to their frequency and/or content may cause anxiety and inconvenience to the addressee to whom they are addressed.

21.1.6. MALICIOUS CALLS - Calls (messages) containing false or misleading information about help, disaster, incident, accident or alert.

21.1.7. (amended by Decision of the Board of Directors of 13 April 2022) NETWORK ABUSE – the use of an end device and/or network resource(s) by the consumer/user or a third party for the purpose of committing or attempting to commit illegal acts defined as cyber crimes by governmental or non-governmental organizations such as: CERT Division of Software Engineering Institute – [www.cert.net](http://www.cert.net); RIPE Network Coordination Centre – [www.ripe.net](http://www.ripe.net);

21.1.8. DENIAL OF SERVICE ATTACK (DoS attack) – any act (action or inaction) or an attempt for such action with the aim of making the end device(s) and/or the network resource(s) inaccessible to their consumers.

21.1.9. (amended by Decision of the Board of Directors of 13 April 2022) NETWORK RESOURCES are end devices, number(s) (geographic and/or non-geographic), IP address(es) and MAC address(es).

21.1.10. (amended by Decision of the Board of Directors of 07 November 2019) SERVICE QUALITY – the prescribed minimum quality in the General Requirements of the CRC and the other applicable national and European regulations, as well as quality complying with the relevant Bulgarian state standards – BDS (БДС) and the European quality standards implemented in the Republic of Bulgaria – BDS EN (БДС EN).

21.1.11. (amended by Decision of the Board of Directors of 13 April 2022) CALLING LINE IDENTIFICATION (CLI) is a network function that allows the called end consumer to receive the calling consumer's number information before exchange of information begins.

21.1.12. (amended by Decision of the Board of Directors of 13 April 2022) CONNECTED LINE IDENTIFICATION (COL) is a network function that allows the calling end consumer to receive the called end consumer's number information during the process of establishing a connection.



21.1.13. (amended by Decision of the Board of Directors of 13 April 2022) CALLING LINE IDENTIFICATION PRESENTATION (CLIP) is a network function that allows the called end consumer to receive the calling consumer's number information.

21.1.14. (amended by Decision of the Board of Directors of 13 April 2022) CALLING LINE IDENTIFICATION RESTRICTION (CLIR) is a network function that allows the calling end consumer to block the transmission of their number to the called end consumer. This function is not provided in the cases prescribed by law.

21.1.15. (amended by Decision of the Board of Directors of 13 April 2022) DUAL-TONE MULTI-FREQUENCY DIALLING (DTMF DIALLING) is a transmission method where each digit of the number is represented by a characteristic pair of frequencies.

21.1.16. (amended by Decision of the Board of Directors of 13 April 2022) CALL FORWARDING (Call forward) is a function of the network that enables incoming calls to a certain consumer of a public fixed voice communications service to be automatically forwarded to another consumer in the network of COOLBOX or another provider. Upon activation of the Call forward service, the CONSUMER pays the price for an outgoing call to the forwarded number in compliance with tariff or subscription plan used by them.

21.1.17. ATYPICAL TRAFFIC is a traffic whose volume significantly (more than 3 times) exceeds the amount of traffic realized in good faith during previous periods and/or traffic that includes calls of approximately equal duration made 5 (five) or more times within 12 (twelve) hours to the same number.

21.1.18. (amended by Decision of the Board of Directors of 13 April 2022) ELECTRONIC COMMUNICATIONS NETWORK (NETWORK) a set of transmission systems, regardless if they are based on permanent infrastructure or centralised administrative capacity, commutation equipment or routing equipment and other resources, including inactive network elements, allowing the transmission of signals by means of conductors, optical or other electromagnetic means, including fixed networks with channel commutation or with package commutation, including the Internet, and cable networks for the distribution of TV programs, regardless of the type of transmitted information.

21.1.19. (amended by Decision of the Board of Directors of 13 April 2022) GEOGRAPHIC NUMBER is a number from the National Numbering Plan, part of whose digits have a geographic meaning used for routing the calls to the physical location of the network endpoint.

21.1.20. (amended by Decision of the Board of Directors of 13 April 2022) NON-GEOGRAPHIC NUMBER is a number from the National Numbering Plan, which is not a geographic number and is within the range of the access codes 700 and 800.

21.1.21. (amended by Decision of the Board of Directors of 13 April 2022) DONOR NETWORK is the network from which the number is transferred into another network. It may or may not be the network of the holder of a range of numbers.

21.1.22. (amended by Decision of the Board of Directors of 13 April 2022) DONOR PROVIDER is the provider from whose network a number is transferred into another network.

21.1.23. (amended by Decision of the Board of Directors of 13 April 2022) NETWORK OF A HOLDER OF A RANGE OF NUMBERS is the network of the company to which the Communications Regulation Commission has granted numbers of national importance from the National Numbering Plan (NNP), part of which is the transferred number.

21.1.24. (amended by Decision of the Board of Directors of 13 April 2022) NUMBER PORTABILITY is a legally guaranteed option that allows the user to retain the numbers provided for their use, when changing the provider of the services which is provided via these numbers (for geographic and non-geographic numbers), as well as when changing the address of the service within a single geographic national destination code (for geographic numbers only).

21.1.25. (amended by Decision of the Board of Directors of 13 April 2022) TRANSFERRED NUMBER DUE TO A TECHNICAL ERROR is a number which has been transferred to another network without the consumer to whom it has been provided for use having explicitly stated their desire of this transfer, regardless of the reasons for that transfer.

21.1.26. (amended by Decision of the Board of Directors of 13 April 2022) RECEIVING NETWORK is a network that receives the number and through which the CONSUMER uses the respective services after the completion of the transfer process.

21.1.27. (amended by Decision of the Board of Directors of 13 April 2022) RECEIVING PROVIDER is the provider to whose network a number of national importance is transferred.

21.1.28. (amended by Decision of the Board of Directors of 13 April 2022) PORTABILITY WINDOW is a certain amount of time in the process of transferring a number, from the moment of activating the access of the end-consumer by the company running the receiving network to the moment of updating the databases of all companies with routing numbers to the receiving network.

21.1.29. SERVER is a device or a system of connected devices on which or one of which a system and/or application software has been installed in order to perform tasks related to storing, processing, receiving or transferring of information.

21.1.30. (amended by Decision of the Board of Directors of 13 April 2022) IP ADDRESS is a unique identification number in accordance with the Internet Protocol (RFC 791 and subsequent standards) assigned to a device, Internet website or other resource of the CONSUMERS in a way that allows the exchange of information between this resource and other resources on the Internet using the Internet Protocol.

21.1.31. Fixed IP Address based on the Dynamic Host Configuration Protocol (DHCP) - Permanent IP address received based on the DHCP protocol provided by COOLBOX, which is subject to change upon change in the topology of the COOLBOX network or change of the address where the service is provided.

21.1.32. MAC ADDRESS/ES (MAC Media Access Control) is the unique identifier of the manufacturers of network adapters using Ethernet technology.

21.1.33. INTERNET SITE – [www.coolbox.bg](http://www.coolbox.bg) - a specific place on the Internet accessible via its unified address (URL according to RFC1738 and subsequent standards) based on the HTTP or HTTPS protocol and containing files, programs, text, sound, picture, image, hyperlinks or other electronic materials and resources.

21.1.34. (amended by Decision of the Board of Directors of 13 April 2022) SELF-SERVICE ELECTRONIC PORTAL – [my.coolbox.bg](http://my.coolbox.bg) is a virtual information resource in the Internet owned by COOLBOX, enabling CONSUMERS to use free of charge or in exchange for payment different additional services depending on the technical capabilities of COOLBOX;

21.1.35. DOMAIN - a name constituting a string of letters and/or numbers in accordance with the RFC 882 standard and the subsequent standards, registered in intended registries by authorized persons through which name individual resources are allocated in the Internet.

21.1.36. USERNAME – a valid email address that identifies the consumer in a unique (and only) way.

21.1.37. (amended by Decision of the Board of Directors of 13 April 2022) PASSWORD FOR ACCESS – a confidential combination of characters (letters, digits and allowed special characters) which combined with the username, constitutes a unique identifier designed to identify the CONSUMER before COOLBOX.

21.1.38. UNIQUE IDENTIFIER – the combination of username and password for access, entered in the respective electronic form in an electronic environment and intended to identify the consumer before COOLBOX and serves in the relationships between the parties as a handwritten signature of the consumer pursuant to Article 13, Para. 4 of the Electronic Document and Electronic Certification Services Act.

21.1.39. (amended the old clause 21.1.38 by Decision of the Board of Directors of 07 November 2019) REGULAR CHECK-UP – a period of scheduled repair or monitoring of a server as well as a change in the NETWORK, during which periods of poor quality or lack of service are possible.

21.1.40. (amended the old clause 21.1.39 by Decision of the Board of Directors of 07 November 2019) BUSINESS DAY is every day from Monday to Friday excluding national and official holidays and non-working days defined by law or by act of the Council of Ministers.

21.1.41. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) ADVERTISED speed is the IAS speed which Coolbox uses in its commercial communications with the consumer, including the speed's advertising and the conducting of any marketing. In some subscription plans for IAS offered by Coolbox, the advertised speed values are actually the same as the maximum speed of the connectivity interface used by Coolbox. In these cases, the advertised speed value, agreed upon in the individual contract, shall be higher than the value of the maximum speed of the IAS, agreed upon in the individual contract;

21.1.42. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) MINIMUM speed is the lowest IAS speed, agreed upon in the individual contract, with which Coolbox provides to the consumer the service, except in case of network failures;

21.1.43. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) NORMALLY AVAILABLE speed is the IAS speed, agreed upon in the individual contract, which the consumer expects to receive from Coolbox for the majority of the period in which they use the respective service. The normally available speed cannot be lower than 80% of the value of the maximum speed agreed upon in the respective individual contract and it must be actually achievable in 80% of the time within one calendar day;

21.1.44. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) MAXIMUM speed is the IAS speed, agreed upon in the respective individual contract, which can objectively be reached – by the consumer at least once within one calendar day;

21.1.45. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended with Decision of the Board of Directors of 13 April 2022) TEMPORARY DISCREPANCY is a deviation from the agreed upon parameters and quality of the IAS or another provided electronic communications service which lasts for up to 3 consecutive days within one billing period.

21.1.46. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) SUBSTANTIAL AND CONTINUOUS DISCREPANCY is a deviation from the agreed upon parameters and quality of the IAS or another provided electronic communications service which lasts for up to 2 consecutive weeks within one billing period;

21.1.47. (new, expanded by Decision of the Board of Directors of 07 November 2019) (amended by Decision of the Board of Directors of 13 April 2022) SUBSTANTIAL AND FREQUENTLY OCCURRING DISCREPANCY is more than one temporary deviation, as defined in clause 21.1.45, within one billing period;

21.1.48 (new, amended old clause 21.1.41, by Decision of the Board of Directors of 07 November 2019) The terms used in these General Terms and Conditions and the individual contract which are not explicitly defined in this section shall have the meaning given by the ECA, other regulations and administrative acts concerning the implementations of the ECA, other applicable European and national legislation, practice and customs. The use of singular words shall also refer to plural and vice versa depending on the used context.

## **22. Transitional and final terms and conditions**

22.1. These General Terms and Conditions have been adopted with Decision of the Board of Directors of Coolbox AD of 11 August 2016 and shall come into force on 12 August 2016 for potential new subscribers – legal entities, while for end consumers – legal entities with already concluded /grandfathered/ individual contracts these General Terms and Conditions shall come into force on 13 September 2016.

22.2. The General Terms and Conditions of contracts with end consumers of Coolbox AD applicable to all concluded (grandfathered) individual contracts with end consumers until 11 August 2016 shall remain in force until 13 September 2016 after which date they shall be considered to have been repealed completely and in the relations between Coolbox AD and the end consumers – legal entities these General Terms and Conditions shall apply.

22.3. (new, amended by Decision of the Board of Directors of 07 November 2019) The amendments to the clauses of these General Terms and Conditions have been adopted and approved with a Decision of the Board of Directors of Coolbox of 07 November 2019, and shall come into force for potential new subscribers – legal entities on 14 November 2019, subject to the provision under clause 19.2, while for consumers with already concluded (grandfathered) individual contracts, the changes shall come into force on 01 January 2020.

22.4. (new, by Decision of the Board of Directors of 13 April 2022) The amendments to the clauses of these General Terms and Conditions were adopted and approved with a Decision of the Board of Directors of Coolbox of 13 April 2022, and shall come into force for potential new subscribers on 20 April 2022, while for consumers with already concluded (grandfathered) individual contracts, the changes shall come into force on 01 June 2022.

22.5. (new, by Decision of the Board of Directors of 25 June 2024) The amendments to the clauses of these General Terms and Conditions were adopted and approved with a Decision of the Board of Directors of Coolbox of 25 June 2024, and shall come into force for potential new subscribers on 27 June 2024, while for consumers with already concluded (grandfathered) individual contracts, the changes shall come into force on 01 August 2024.