

## GENERAL TERMS AND CONDITIONS

applicable to the individual contracts concluded between Coolbox AD and users - natural persons

### 1. Subject

1.1. (amended with Decision of the Board of Directors of 05 January 2018). These General Terms and Conditions to the individual contract concluded between Coolbox AD, headquarters 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 user who is a natural person, settle the relations between the parties to the contract for provision of electronic communication services in the territory of Bulgaria- Internet access, transfer and distribution of TV programs, public fixed telephone service as well as other services additional to those.

1.2. THE USERS are natural persons - household subscribers who use or have requested to use an electronic communication service-subject to these General Terms and Conditions offered and/or provided by COOLBOX.

1.3.(amendment with Decision of the Board of Directors of 05 January 2018) These General Terms and Conditions are mandatory for both COOLBOX and the USERS and are an integral part of the individual contracts concluded between them. The General Terms and Conditions bind the USERS according to the provisions of clause 19.2.

### 2. Types of services provided by COOLBOX via the NETWORK

2.1. COOLBOX provides via the NETWORK one or more of the following basic services:

2.1.1. Internet access via the FTTH (Fiber To the Home) technology;

2.1.2. (amended with Decision of the Board of Directors of 05 January 2018) Transfer and distribution of TV programs via Internet Protocol (IP) and via technical equipment - a Set Top Box (STB) or application /upon ensured technical possibility for the latter to be provided by COOLBOX/, installed on the TV set or other end USER device, giving them access to programs/channels and their content, called IPTV or also called interactive digital TV.

2.1.3. Fixed public telephone service using VoIP (Voice over IP) technology, where the USERS can make outgoing voice calls 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 the termination of the contract in compliance with these General Terms and Conditions. In order for the USER to use the public telephone service, COOLBOX provides the USER with one or more numbers from the National Numbering Plan which are a part of individually assigned limited resource of numbers - originally provided to COOLBOX by the Communications Regulation Commission /CRC/ by means of a duly issued Permit.

2.1.3.1. Along with the public telephone service COOLBOX also provides the USERS 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 call forwarding (Call forward)", "forwarding of incoming facsimile to e-mail", "portability of geographic numbers", "portability of non-geographic numbers";

2.1.4. COOLBOX also provides Additional Services to those listed under clauses 2.1.1., 2.1.2. and 2.1.3. 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. In case it is technically possible, COOLBOX shall begin providing electronic communication services within 30 (thirty) days of receipt of a request/order by the USER when the USER has physical connectivity to the NETWORK and within 60 (sixty) days when the USER 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. 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 USER did not have one.

2.5. 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 USER, its monetary value and the fact of service activation. The protocol is signed both by the USER and by a COOLBOX employee.

2.6. 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 communication 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. The main services can be provided separately or in a package and in order to achieve their individualization and at the same time distinguishably and recognisability from the services /individual and/or packages/ of other companies, COOLBOX may use various names, logos, words in the Cyrillic or Latin script, etc.

2.8. Additional services under clause 2.1.4., can be requested and used by the USER of one of the main services 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, or via the TV portal of the interactive TV service by means of a digital access code. 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.

2.8.1.(amended with Decision of the Board of Directors of 07 November 2019)The additional services can be cancelled - terminated by the USER at any time by means of a one month's notice.

2.9. COOLBOX provides the following opportunities to USER for technical and commercial support and customer service:

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

2.9.2.(amended with Decision of the Board of Directors of 07 November 2019) Around the clock, at +359 800 45 045 for consulting, information, technical support, requests for services and number portability.

2.9.3.(amended with Decision of the Board of Directors of 07 November 2019) By visiting the user's address after a request by the user submitted in advance. If defects that are caused or allowed to occur by the USER are found, as well as in the event of a visit requested by the user 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 for access to information about used services, invoices and detailed bills, detailed reports, request for use and activation of additional services, etc.

2.9.5. Via the TV portal of the interactive TV service.

### **3. Individual contract for NETWORK access and provision of services to the USERS**

3.1. 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.

3.2. The contract between COOLBOX and the USER shall come in force within seven (7) days after its signing.

3.2.1. The contract may come in force immediately in case the USER has explicitly declared their willingness for that in writing. The lack of willingness for the contract's immediate coming into force on the part of the user cannot be a reason for COOLBOX to refuse to sign a contract, except in cases when upon signing of the contract it is necessary that a technical equipment be provided.

3.3. When the individual contract for services is being concluded, the USER shall identify themselves by means of the following type of identification:

3.3.1. for natural persons who are Bulgarian citizens - by means of a valid identity document containing: name; PIN; date and place of document issue; permanent or current address on the territory of the Republic of Bulgaria; e-mail address.

3.3.2. for natural persons who are citizens of foreign countries - by means of a valid identity document containing: name; date and place of birth, respectively personal foreign citizen number, number, date and place of document issue; official document stating permanent or current address or address registration on the territory of the Republic of Bulgaria and an e-mail address.

3.4. 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 USER. 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 and of these General Terms and Conditions. COOLBOX shall not require from the USER any documents not related to the provision, use or termination of services.

3.5. COOLBOX has the right to authorize in writing third parties to sign contracts for services with persons willing to become network USERS, as well as to collect payments from USERS under the contracts for services on behalf of COOLBOX by informing existing and potential USERS in an appropriate manner about the existence of such authorization.

3.6. COOLBOX has the right to refuse to conclude a contract with a USER in case of some of the following scenarios:

3.6.1. The USER fails to provide data required by COOLBOX;

3.6.2. The USER fails to provide to COOLBOX a required document certifying the authenticity of the provided data;

3.6.3. The USER fails to fulfil an obligation under (an) other contract/s signed with COOLBOX;

3.6.4. COOLBOX has established that the USER had used or had permitted the use of terminal 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 with Decision of the Board of Directors of 05 January 2018) In case of absence of a written request by the USER for the contract to come into force immediately in cases when COOLBOX provides technical equipment for use of the respective service.

3.6.7. The USER 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. The USER 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. The individual contract between USER and COOLBOX can be concluded with a fixed term /fixed term contract/ or without a fixed term /no term contract/.

3.8.1. when the contract is concluded with a fixed term, after its expiration, it may be extended for a new fixed term only with the explicit written consent of the USER.

3.8.2. when the contract is signed with a fixed term, after its expiration the contract shall automatically be transformed into a no term contract without changing the rest of its terms and conditions.

3.8.3. fixed term contracts have maximum term of 2 (two) years and 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 USER and COOLBOX can be terminated in the following ways:**

3.9.1. At any time by any of the parties with a one-month written notice, without the other party necessarily being in default of the contract.

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

3.9.2.1. non-performance - delay by the user in any of their obligations under clause 11.4. which has lasted until the end of the month following the month during which the user was obliged to fulfil the respective obligation;

3.9.2.2. (amended with Decision of the Board of Directors of 07 November 2019) upon actual return of the provided equipment by the user or by a person acting on their behalf, including when the return is done within the notice period under clause 3.9.1., or under clause 2.8.1., respectively.

3.9.3. The contract shall be terminated unilaterally by COOLBOX, by means of a notice to the user 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. USER uses the service not only for their own needs, but also to provide services through them to a third party/ties;

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

3.9.3.4. in case of inaction by USER or failure to provide assistance, 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 case of force majeure;

3.9.4. The USER 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. Through cancellation notice sent by the non-defaulting to the defaulting party, in case of non-performance of an obligation arising from the concluded individual contract or from these General Terms and Conditions;

3.9.6. (amended with Decision of the Board of Directors of 07 November 2019)The contract shall be terminated upon the death of the user. In the latter case, heirs are legally responsible for the obligations of the deceased user in accordance with their shares of the inheritance until the date of death of the legator.. In this case of termination, an heir or a member of the household of the deceased user can conclude a new contract for provision of services offered by Coolbox. In order for them to be provided with the telephone number(s) provided to the deceased, an Heirs Certificate or proof that the person who wants to conclude the contract is a member of the household of the deceased shall be required.3.9.7. By mutual consent expressed in writing between COOLBOX and the USER;

3.10. In case the contract is signed for a specified term and this term has not expired by the date of termination, USER shall owe COOLBOX a one time penalty of BGN 99 /ninety nine/,but not more than the total amount of the monthly subscription prices for the service/package which were subject to the terminated fixed-term contract from the moment of termination until the date of expiry of the agreed term of the contract. This penalty shall be owed by the USER only in cases of early termination under clause 3.9.1, initiated by the USER or in case of automatic termination of the contract in the cases under clause 3.9.2, or 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 due to the user's fault under clause 3.9.5.

3.11. The USERS may transfer to third parties wholly or partially their rights and/or obligations under the contract with COOLBOX concluded in accordance with clause 3 of it only if COOLBOX has given its explicit consent for transfer unless otherwise stated in the contract.

3.12. (repealed with a Decision of the Board of Directors of 05 January 2018)

3.13. (repealed with a Decision of the Board of Directors of 05 January 2018)

3.14. COOLBOX shall inform the USER by means of a notice for 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.

3.15. COOLBOX shall also inform the User about the expiry of the concluded individual fixed term contract no later than one month before the expiration of the agreed term.

3.16. The choice of way of sending the notice under clause 3.14. and respectively under 3.15. shall be determined by the available contact information about the USER and COOLBOX's technical capability. Each of the ways listed below has the same power and is considered sufficient in itself:

3.16.1. By means of a short text message (SMS) sent to the user's mobile number.

3.16.2. By means of an e-mail sent to the user's e-mail address, specified by the user.

3.16.3. By means of a letter sent to the user's address.

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

4.1 (amended with Decision of the Board of Directors of 05 January 2018. amended with Decision of the Board of Directors of 07 November 2019) COOLBOX provides the USER 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 USER with standardized interfaces for joining end electronic devices for use of the respective service/services, and COOLBOX shall publish information for said equipment and interfaces on its Internet page <https://www.coolbox.bg/images/cb/drugi/Interfaces.pdf>

4.2. The USER 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, TV set for the TV service, etc.).

4.3. The handing and receiving of the equipment provided by COOLBOX under clause 4.1. shall be done by COOLBOX and the USER signing the Handover Protocol for the provided equipment.

4.4. Until the user 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 user.

4.5. The USER does not have the right to retain the provided equipment.

4.6. The USER 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 USER is also responsible for the safety of the equipment after installation. The USER 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 it.

4.7. All damage caused to equipment due to wrong use, any accidental events, force majeure, theft or theft attempt made by USER or members of their household or third parties shall be repaired and/or compensated at the expense of the USER.

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. The USER does 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. The USER does not have the right to use the provided equipment for purposes other than the use of the services provided by COOLBOX.

4.8.3. In case of necessity of replacing the provided equipment, that shall be done only by persons authorized by COOLBOX and only after the USER ensures access to the equipment during the business hours.

4.9. The USER 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 USER fails to do so,COOLBOX may either request from the USER 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 with 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. Coolbox informs the user that reaching the maximum and normally available IAS speed provided by Coolbox depends also on the following circumstances:

4.11.1.1. The used type of connecting technology, the type and technical features of the electronic end device /computer, tablet, phone, etc./ used by the user;

4.11.1.2. Simultaneous use of the IAS by multiple end user devices in real time;

4.11.1.3. Use of the IAS simultaneously with the IPTV-TV service, which is optimized for a certain content, applications or services or their combination when this optimization is necessary in order to meet the requirements for a certain level of quality for the latter specialized service. For the purpose of clarity and avoidance of disputes, the provisions of clause 4.17 of this section shall apply to matters related the impact of the specialized services, the quality and the speeds of the IAS.

4.12. (new, expanded with Decision of the Board of Directors of 07 November 2019) Coolbox shall not use any “commercial practices”, as defined by Regulation 2015/2120, which limit the user’s rights when using the IAS.

4.13. (new, expanded with 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 with Decision of the Board of Directors of 07 November 2019) 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 users, 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 users 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 with 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. 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. At present, Coolbox is not applying traffic control measures on the grounds of this exception. In all cases when these measures are applied, Coolbox shall fulfil its transparency obligation pursuant to Art. 4 from the cited Regulation by amending/expanding promptly these General Terms and Conditions with detailed, clear and easy to understand information for the users 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 with 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 with Decision of the Board of Directors of 07 November 2019) Coolbox guarantees and will provide sufficient capacity of its network in order to offer and provide its users 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 specialized electronic communications services offered by Coolbox to its end-users - natural persons, are TV program transmission and distribution via Internet Protocol (IP) and via end decoding device - Set Top Box (STB) ("IPTV" or "interactive digital TV"), as well as the Fixed Public Telephone Service using the VoIP technology (Voice over IP).

4.17.1. Coolbox informs users that in cases where the specified IPTV specialized service is provided to a specific user in a package together with the IAS, in order to guarantee the quality requirements of this specialized service, the company performs automated traffic control of this service, giving it a priority over the traffic of the IAS which is delivered to and received by this same user. Notwithstanding that, however, Coolbox guarantees that in view of the capacity of its network, the prioritisation of the traffic of the above-mentioned specialized service in the above-mentioned case will not have a negative impact on the general quality of the IAS which is provided in the meantime to all other IAS users.

4.17.2. In the cases of simultaneous use of an IPTV specialized service in a package with the IAS by an end-user, it may be possible that, as a result of the measures specified in clause 4.17.1 and applied by Coolbox, the values of the "maximum" and "normally available" IAS speed agreed upon in the individual contract with the respective user be reduced from 16 Mbps to 25 Mbps for the respective speed in the case of simultaneous use of each TV set by this user, where the exact decrease in the specified range depends on the type of TV channel used-watched by the user: HD (High Definition) TV (high definition TV channel) or SD (Standard Definition) TV (standard definition TV channel).

## 5. Rights of COOLBOX

5.1. When providing the services described in clause 2 of these General Terms and Conditions, COOLBOX has the right to:

5.1.1. receive from the USERS 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 USER in case of non-performance- failure to pay the owed amounts under clause 11, which does not exempt the USER 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 USER'S when performing maintenance checks, repairs and/or upgrades to the NETWORK;

5.1.5. access the premises on the USER'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 USER 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. 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 USER, COOLBOX may collect, process, use and store USER data such as: traffic data, data related to the preparation and authenticity of the subscriber bills. The data that COOLBOX collects, processes, uses and stores are:

5.2.1. traffic data necessary for the provision of electronic communication services, for billing, for the formation of the USERS' bills as well as for proof of their authenticity:

5.2.1.1. number of the caller and the called user;

5.2.1.2. beginning and end of the call, determined by date and time with accuracy of up to one second upon when there is a technical possibility; and/or data transfer - volume of data transferred for billing purposes;

5.2.1.3. type of the electronic communication service;

5.2.1.4. interconnection points when making the call, beginning and end of their use determined by date and time, with accuracy of up to one second upon when there is a technical possibility;

5.2.1.5. data for the type of connection or the zones - time and territorial zones required to determine the value of the service;

5.2.1.6. other data required for the building and maintaining the call;

5.2.2. Data required for the paying and formation of the subscription bills:

5.2.2.1. subscriber data – name, PIN/personal number, address and e-mail of the USER – natural person;

5.2.2.2. type of the used electronic communication services;

5.2.2.3. total number of measuring (fee) units charged for the respective billing period;

5.2.2.4. value of the used services for the respective billing period;

5.2.2.5. information about the payment method selected by the USER and the made and due payments;

5.2.2.6. information about the changes to the use of the service requested by the USER;

5.2.2.7. information about the settings changed by the USER;

5.2.2.8. other data as prescribed by law.

5.3. COOLBOX has the right to collect, process and use the USERS' 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 collected data, the processed and stored User data in case of any non-performed obligations of the user to COOLBOX, for the purpose of evaluating the wealth of the user and their credit rating and/or collecting of these due payments.

5.4. COOLBOX has the right to make calls and to send short text messages and/or e-mails to the USER 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 USER for that.

5.5. COOLBOX has the right to form and offer in different packages the provided services, in all cases giving the USER the right to use services, not in a package, at prices different than the package price.

5.5.1 (amended with Decision of the Board of Directors of 05 January 2018) COOLBOX has the right to change the content of the TV packages and/or the additional paid channels and channel packages as well as to stop providing any of the programs and/or channels for which COOLBOX shall inform the USERS by means of a notice in compliance with the provisions of the General Requirements of the CRC with the resulting legal consequences.

5.6. COOOLBOX 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. COOOLBOX 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. COOOLBOX provides discount services to persons with over 71% (seventy-one percent) disability after they present an official document from the respective expert medical commission or other competent authority certifying the specified circumstances.

5.8. COOOLBOX has the right to temporarily interrupt/stop the USER's access to the NETWORK in case of registering atypical traffic until clarification and elimination of the reasons for such traffic.

5.9. COOOLBOX has the right to temporarily interrupt/stop USER'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 COOOLBOX to third parties; and/or deterioration of the quality of services provided by other companies to third parties; and/or 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; and/or as well as in any established by COOOLBOX case of participation of a network resource(s) provided to the USER in a denial of service attack (DoS attack), regardless whether the network resource(s) is/are the source or target of the attack.

5.10. COOOLBOX has the right to interrupt/stop USER'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. The payment of the monthly subscription price for the service for the period of the breach, respectively the stopping, remains due.

## **6. Obligations of COOOLBOX**

6.1. COOOLBOX is obliged:

6.1.1. to build, maintain and develop the NETWORK in compliance with the provisions of the applicable legislation and the standards and quality adopted for application on the territory of the Republic of Bulgaria, observing the requirements for minimum mandatory quality of the services in relation to their provision. COOOLBOX uses in its network only technically operational electronic communication devices with assessed compliance, launched on the market in compliance with the law. COOOLBOX 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 with Decision of the Board of Directors of 07 November 2019) 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 USERS under the conditions of equality and transparency;

6.1.4. to not create advantages for individual USERS or a group of such users, this obligation cannot impede the COOOLBOX's freedom to negotiate;

6.1.5. to notify in advance in writing or in any other appropriate way the USERS when requesting access to their premises;

6.1.6. to comply with the agreed deadlines for activating USERS' services;

6.1.7. (amended with Decision of the Board of Directors of 07 November 2019) to notify the USERS 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 and/or deterioration. An appropriate way to notify the USERS shall be informing them by post, by e-mail or by phone call, or by a short text message (SMS);

6.1.8. to notify the USERS 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. to keep the whole information concerning the USERS' bills and data necessary for the payments for at least 12 (twelve) months, except in cases when a different term is set by a regulation or law;

6.1.10. provide the USER with a detailed bill for the used service along with the invoice(s). The detailed bill contains the following information:

6.1.10.1. all types of services used by the USER 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 USER in compliance with the way of using the service agreed between the USER and COOOLBOX;

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. COOOLBOX identification data;

6.1.10.11. COOOLBOX address and phone number.

6.1.10A. (amended with Decision of the Board of Directors of 05 January 2018) to provide the USER electronically upon registration by the latter via the electronic self service portal [my.coolbox.bg](http://my.coolbox.bg) access to information about the used services; possibility for payment of bills as well as other additional services under clause 2.8 and, if there is a technical possibility for this by COOOLBOX, an option to manage the conditions and parameters of main services subject to an individual contract already concluded by the USER, by adding to them extra services 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](http://my.coolbox.bg) or to the respective free or paid service shall be done through registration by the USER and by entering of unique identifier which can be: a combination of username - valid email address and password; or digital access code; generated by the USER or provided to them by COOOLBOX, which shall have the force of an electronic signature pursuant to Art. 13 Para. 1 of the Electronic Document and Electronic Certification Services Act (EDECSA) and with the meaning of a handwritten signature pursuant to Art. 13 Para. 4 of the EDECSA. In order to avoid any future disputes between COOOLBOX and the User, 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](http://my.coolbox.bg) shall be considered actions and declarations of will done on behalf and at the expense of the respective USER, identified before COOOLBOX with the unique identifier in its specified varieties.

6.1.11. (amended with Decision of the Board of Directors of 07 November 2019) not to disclose to third parties information relating to the USERS and their actions without their consent when this consent is required, except for cases where COOOLBOX provides it 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. to announce on its Internet site or in another appropriate way an address and/or a telephone number on which to receive notices from USERS 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. 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 USER in writing, by telephone and/or at a customer service location, or the moment by COOLBOX, through the persons authorized for that, discovers it;
- 6.1.15. to provide free access to emergency call services in cases where COOLBOX provides a fixed public telephone service until termination of the individual contract for services with the USER in accordance with these General Terms and Conditions.
- 6.1.16. to provide information to the national emergency call centres 112 about the location of the calling end user 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 emergency telephone services, in accordance with clause 6.1.15;
- 6.1.18. to enter for free the name, address and phone number of its USERS in case COOLBOX issues a phone directory in a written and/or electronic format.
- 6.1.19. (repealed with a Decision of the Board of Directors of 05 January 2018)
- 6.1.20. To inform the USER 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. 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 user'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 USER's consent for that.
- 7.2. For not rectified breakdowns to the NETWORK and its facilities or for other reasons as a result of which the USER could not use the services for more than 3 (three) days in one calendar month even if the days were not consecutive, the USER pays only a part of the monthly subscription price due, in proportion to the period in which the services were used. COOLBOX deducts the corresponding amount from the monthly subscription price for the following month.
- 7.3. 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 USER 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. COOLBOX is responsible for harmful effects caused by interruption or bad service quality in case of non-performance of its obligations to the USERS who fulfil their obligations regarding the technical requirements and instructions for using the services.
- 7.5. COOLBOX is not responsible for interruption or bad service quality due to wrong behaviour by the USER, for example: refusal to admit COOLBOX to the USER's premises in which the equipment is installed; non-compliance with the technical requirements and instructions of the manufacturer of electronic communication devices used by the user, 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. 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 users 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. COOLBOX shall not be responsible for the content of the information exchanged by the USERS 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. When COOLBOX is under the influence of emergency circumstances or reasons beyond its control, COOLBOX shall immediately inform USER about the circumstances and the restrictions imposed by them.
- 7.8.2. In case the emergency circumstances or the reasons beyond COOLBOX's control continue for more than 30 (thirty) days and the USER no longer has interest in the contract remaining into force, the user 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 (CPC).

## **8. Rights of the USERS**

- 8.1. The USERS 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. to receive the services with parameters and quality in compliance with these General Terms and Conditions and the individual contract for services signed between the parties as well as the General Requirements of the CRC;
- 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 with 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. to send complaints and alerts to the Communications Regulation Commission and/or the Commission for Consumer Protection 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. to request 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. to receive a detailed bill for the used services along with the invoice(s);
- 8.1.10a. upon registration by the user on the electronic portal my.coolbox.bg, to generate electronically a unique identifier (combination of e-mail address and password) through which the user 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. to receive a detailed report about the used phone 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.
- 8.1.12. to not receive detailed bill after an explicit written request for that.
- 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 with Decision of the Board of Directors of 07 November 2019) to request transfer of geographic numbers when changing the fixed service provider and/or changing the address within a single geographic national destination code, provided that Coolbox has the technical and physical capability to provide the service at the new address, as well as transferring of non-geographic numbers when changing the provider offering the respective service.
- 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. to terminate service use at their will after submitting written notice to COOLBOX with a term according to these General Terms and Conditions;
- 8.1.19. 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 USER owes to COOLBOX.
- 8.1.20. (repealed with a Decision of the Board of Directors of 05 January 2018)
- 8.1.21. (repealed with a Decision of the Board of Directors of 05 January 2018)
- 8.2.22. The users 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/B. Relations between COOLBOX and the USERS concerning telephone numbers portability**

- 8A.1. The procedure for transferring a number/s from the network to another company - receiving provider, starts with a written application filed by the respective USER or their attorney-in-fact to the selected receiving provider, their authorized distributor or commercial partner. When the USER uses more than one number, they may request transfer of the whole group of numbers or part of it. The transfer request shall be in standard written form for all providers and approved by said providers.
- 8A.2. In all portability cases, portability applies to geographic numbers and/or non-geographic numbers from ranges defined by the following non-geographic access codes: "700" - access code for the "personal number" service and "800" - access code for services with free access;
- 8A.3. COOLBOX may instruct the USER that the Receiving Provider to which the application for portability is submitted may require a one-time user fee the amount of which shall comply with the provisions of the Electronic Communications Act, the Functional specifications for portability and the respective procedures approved by the companies.
- 8A.4. An individual contract with a subject telephone services provided to USER who has submitted an application to a company - Receiving Provider to transfer the number/s from the COOLBOX network - Donor Provider shall be terminated only in terms of the transferred phone numbers subject to the following conditions: - Explicit written consent of the USER to the Receiving Provider to terminate his contractual relations with COOLBOX (Donor Provider) in relation to the number/s specified in the Portability Application from the date of a successful transfer of the number/s to the Receiving Provider's network; -Explicit statement in the USER's Portability Application that they shall perform all obligations arising out of their individual COOLBOX (Donor Provider) telephone contract, including those arising from the non-performance of this Agreement and its early termination; -Explicit authorizing of the Receiving Provider on the part of the USER to terminate the contractual relationship between the USER and COOLBOX contained in the portability application
- 8A.4.1. When the USER has requested the transfer of only a part of the numbers provided to them by COOLBOX, the individual contract for telephone services shall not be terminated in terms of the number/s remaining in the COOLBOX network.
- 8A.4.2. Where the telephone service provided with the numbers - subject to a portable procedure is included in a package with other services under clause 2.1, the individual package contract signed with the User shall not be terminated despite the successfully performed portability of the numbers in the network of other company-Receiving provider. In any event, in the scenario described in the previous sentence, COOLBOX provides the User with the opportunity to use the telephone service included in the package according to the concluded individual contract, giving them a new phone number - geographic and/or non-geographic.
- 8A.4.3. In the cases under clause 8A.4.2, the User may at their own discretion entirely terminate the package service contract in accordance with these General Terms and Conditions.
- 8A.4.4. Liabilities concerning the payment of amounts due for early termination of fixed-term contracts shall be paid by USER until the day preceding the date specified for the portability window. In the event of submission of a Portability Application to a certain Receiving provider, the notice of termination of a fixed term contract signed with COOLBOX shall be considered as duly sent and a penalty under clause 3.10 for early termination of a fixed term and/or non-observance of the notification period shall not be charged to the USER, only if the following two conditions are met:
- 8A.4.4.1. The USER 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.4.4.2 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.4.5 USER who has applied for the transfer of a number shall be obliged to pay to COOLBOX all amounts due concerning the ported number/s and the services used which have arisen or have become chargeable before or after submitting the application for transferring the number/s until termination of the contractual relationship or termination of the portability process.

8A.5. As a Donor Provider, COOLBOX may reasonably deny the request for portability of a number/s to the receiving provider in the following cases:

8A.5.1. Before the Portability Application is submitted, the number has been non-existent or not provided to a COOLBOX USER;

8A.5.2. COOLBOX has already received an application from another Receiving Provider requesting the same number, the procedure for which it has not been completed yet;

8A.5.3. The application submitted by the Receiving Provider contains incomplete and/or inaccurate data for the USER;

8A.5.4. In case of group number portability that requires reconfiguration, reconfiguration is not requested or the requested reconfiguration does not allow the conversion of portability. Reconfiguration is required for the following numbers:

8A.5.4.1. The transferred number is the main number of the series with individual numbers except when transferred along with the whole series;

8A.5.4.2. The transferred number is part of a main/group number block except when the entire block/group is transferred;

8A.5.4.3. The transferred number is a member of a Centrex service;

8A.5.4.4. The transferred number has a specific analysis;

8A.5.4.5. The transferred number is in a common configuration with a group of assigned interface numbers (BRI/PRI);

8A.5.5. The transferred number is part of a reduced number group.

8A.6. In cases under clause 8A.5.4.1. to clause 8A.5.4.5. reconfiguration is stated in the portability application that the USER submits to the Receiving Provider.

8A.7. Procedures for the transfer of geographic and/or non-geographic numbers by COOLBOX as a Donor Provider shall be performed within the deadlines and according to the rules laid down in the Operational Specifications for Portability adopted by the Communications Regulation Commission and the procedures approved and signed by operators for the portability of geographic and non-geographic numbers.

8A.8. In the event of termination of the portability procedure with explicit rejection by the Receiving Provider it is automatically considered that the user's request and authorization to terminate the contract with COOLBOX as a Donor Provider is also withdrawn automatically.

8A.9. Application for transferring number/s to the Receiving Provider may be re-submitted when the obstacles for the denial are removed.

8A.10. The user may, if they deem fit, withdraw their portability application to COOLBOX when it acts as a Donor Provider or Receiving Provider no later than the date preceding the date on which the portability takes place. In this case the withdrawal of the application also terminates the procedure for transferring the number/s, considering that there is a withdrawal of the request and the authorization to terminate the contract with the Donor Provider. Withdrawal shall be done in a standard form agreed between the providers. The user may also withdraw the portability application within 7 (seven) days of its submission when the request is made - the portability procedure shall start after the expiration of said period.

8A.11. COOLBOX, as a Donor Provider, and its sales representatives, distributors, or partners, are not entitled to contact a user after submitting a portability request on their behalf to discuss advantages and disadvantages of changing the operator or to make new offers, changes to tariff plans and other terms of the existing contract with a certain user. COOLBOX as a Donor Provider has no right to take any actions or inactions directed against and/or resulting in violation and/or circumvention of the prohibition specified in the preceding sentence.

8B.1. USER wishing to transfer the geographic and/or non-geographic number/s assigned to them for use by another operator under clause 8A.2 to the COOLBOX network needs to submit in person or through an authorized representative a portability application to COOLBOX - acting as a Receiving Provider, which application should be based on a standard form approved by all providers in the portability domain. The application form for portability is provided to the user by COOLBOX. Upon submission of the transfer request, the USER shall submit documents certifying the data under clause 3.3. of these General Terms and Conditions. If the application is submitted by an authorized representative of the USER, said representative must be duly authorized under these General Terms and Conditions, with an explicit power of attorney, bearing notary certified signature, which should be provided in the form of a certified copy or an original.

8B.1.1. The application should be based on a standard form and should contain:

8B.1.1.1. For USERS - natural persons who are Bulgarian citizens - full name, PIN;

8B.1.1.2. For USERS - natural persons who are foreigners - full name, personal foreign citizen number or number of a valid identity document;

8B.1.1.3. Number - non-geographic or geographic or a group of geographic numbers to which the transfer request refers;

8B.1.1.4. Signature of the user or their representative, date and exact time of submission of the application;

8B.1.1.5. Declaration by the USER stating that the data specified by the USER in the application is correct;

8B.1.1.6. Written consent of the USER to terminate their contractual relations with the Donor Provider in terms of the number/s specified in the portability application as of the date of transfer of the number/s in COOLBOX network, as well as a statement by the USER that they will perform all obligations arising from their individual contract with the Donor Provider;

8B.1.1.7. Informed consent that in case of termination of the portability procedure prior to its end, the declaration of will to terminate the contract with the Donor Provider and the authorization of COOLBOX in compliance with 8B.1.1.8. below shall be considered as withdrawn;

8B.1.1.8. Authorizing COOLBOX by the USER to terminate the contractual relationship between the USER and the Donor Provider;

8B.1.1.9. Consent of the USER to provide their personal data, including the necessary personal data from the Donor Provider;

8B.1.1.10. Possibility for the USER to agree if there is a reason to deny or suspend portability in terms of part of the numbers included in the application, the procedure for transferring the rest of the numbers included in the application shall continue.

8B.1.1.11. Possibility for an explicit written statement by the USER to initiate the transfer procedure from the moment of submitting the transfer request; the statement should be explicitly signed by the USER;

8B.1.1.12. Possibility for an explicit written statement by the USER to initiate the transfer procedure 7 days after submitting the transfer request; the statement should be explicitly signed by the USER;

8B.1.1.13. In case that the USER has not indicated the desired option under clause 8B.1.1.11. or 8B.1.1.12, it is assumed that the option under 8B.1.1.12 has been selected.

8B.1.2. The application needs to meet the following requirements:

8B.1.2.1. All numbers in the application shall be in the network of one and the same Donor Provider and from one and the same type- geographic or non-geographic;

8B.1.2.2. The numbers that can be included in the application are unlimited;

8B.1.2.3. The application shall include an indication of how to reconfigure the geographic numbers to be transferred when necessary;

8B.1.2.4. All non-geographic numbers in the application must be of the same type - after the access code for the "Personal Number" service (700); after a code for free access service (800).

8B.1.3. When submitting the application for portability of the number(s) the USER shall submit for inspection documents certifying their right over the requested number, including but not limited to a contract with the Donor Provider, a declaration of this circumstance, etc. as well as documents certifying the data included in the portability application.

8B.1.4. Upon request to transfer more than one number, COOOLBOX accepts by USER's choice a separate application for portability for each individual number, individual applications for number of numbers indicated by the USER or one application for all numbers.

8B.1.5. (amended with Decision of the Board of Directors of 05 January 2018) COOOLBOX, if possible, shall also receive portability applications based on a standard form signed by means of a qualified electronic signature as defined in the Electronic Document and Electronic Certification Services Act.

8B.2. The USER may submit an application for portability of number/s to COOOLBOX each business day at the customer services locations listed on the official website or respectively to COOOLBOX's explicitly authorized distributors or commercial partners. COOOLBOX shall certify the fact of application submission by providing the USER with a copy of it to.

8B.2.1. Upon submission of the portability application, the USER shall be notified about: the due one-time user fee for portability, the amount and terms of payment of which are set unilaterally by COOOLBOX in compliance with the requirements of the Electronic Communications Act, as well as other conditions of transfer as well as for the following circumstances:

8B.2.1.1. When transferring a USER with pre-paid access the number portability may be associated with non-usage of the entire prepaid limit;

8B.2.1.2. The terms and conditions for the portability of the number/s and the option of retaining or changing the use of the services of the Receiving Provider - subscription or prepaid services. The option for USERS to be able to maintain or change the type of their bill with the Receiving Provider shall be judged by the said provider in accordance with its commercial policy;

8B.2.1.3. Possible loss of the additional services used by the USER after the transferring of the number;

8B.2.1.4. Possible reconfiguration of the number/s upon payment of the respective price;

8B.2.1.5. The grounds for transfer denial of number/s;

8B.2.1.6. Reasons for delays in portability and implementation after the specified end date of transfer, as well as the specified new date of transfer;

8B.2.1.7. Portability window and the impossibility to access the network in that period;

8B.2.1.8. Possible deteriorated quality of the electronic communications service on the day of transfer.

8B.3. COOOLBOX shall conclude a contract under a postponement condition for the provision of fixed telephone services through geographic and/or non-geographic numbers with the USER applying for portability to it which becomes effective only if the portability process is successfully completed, namely on the day of successful transfer of the numbers requested by the user by the Donor Provider's network to that of the Receiving Provider - COOOLBOX. As an exception to the previous rule when the fixed telephone service is included in a package service, COOOLBOX shall conclude an individual contract for a package service which gives effect in accordance with these General Terms and Conditions but the use of the telephone service via the portability number shall only be possible after their successful transfer to the network of COOOLBOX - Receiving Provider.

8B.4. COOOLBOX notifies the USER for a response to the submitted application for portability from the respective Donor Provider. In case that the USER fails to appear in person or through their representative before COOOLBOX or its authorized distributor within the specified time limit for removal of the errors of the submitted application and/or there are grounds for refusal under clause 8B.5. for COOOLBOX or under 8A.5. for the respective Donor Provider it shall be considered that there is a withdrawal of the application and the authorization to terminate the contractual relationship with the Donor Provider. In the cases referred to in the previous sentence, COOOLBOX shall immediately notify the Donor Provider about the withdrawal of the application and the termination of the portability procedure.

8B.5. As a Receiving Provider COOOLBOX may reasonably reject a request for portability of requested number/s only in the following cases:

8B.5.1. The USER is legally incompetent and is not properly represented by another person;

8B.5.2. The application is submitted by a person not duly authorized by the USER;

8B.5.3. The USER has not paid a one-time user fee for the portability of the number/s if such is due;

8B.5.4. The data presented in the application by the USER is incomplete and/or inaccurate;

8B.5.5. The documents required for the application have not been submitted;

8B.5.6. Some of the generally applicable grounds for refusing to provide a public fixed telephone service specified in these General Terms and Conditions apply;

8B.5.7. Lack of technical possibility to provide a public fixed telephone service to the address specified in the transfer request.

8B.6. In cases under clauses. 8A.5.3., 8B.5.1., 8B.5.2., 8B.5.3., 8B.5.4. and 8B.5.5. - for non geographic names and in cases under clauses 8A.5.3., 8A.5.4., 8A.5.5., 8B.5.1., 8B.5.2., 8B.5.3., 8B.5.4. and 8B.5.5. for geographic numbers, the portability procedure shall be suspended until the problems are solved, the suspension of the procedure shall be for not more than 30 (thirty) days from 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 COOOLBOX as Receiving Provider. In the remaining cases under clauses 8A.5. and 8B.5. the procedure shall be terminated by explicit written refusal of COOOLBOX as Receiving Provider. COOOLBOX shall also send a message to the other provider via the electronic messaging system between the providers. Informing them that the procedure has been terminated. In the case of a reason for refusal, due to a problem which can be solved, the USER's agreement is considered to be continued until the termination of the procedure with a written refusal of portability or actual implementation of the portability process regardless of the notice for its termination.

8B.7. In case there are no grounds for rejection, COOOLBOX and the respective company - Donor Provider, if technically possible and in compliance with the defined daily limit for number portability, shall ensure that a single geographic number is transferred in no more than 3 (three) working days, and transfer of a group of geographic numbers in no more than 5 (five) business days from the submission the application for transfer to COOOLBOX and including a portability window of no more than 6 (six) hours. The term for realisation of non-geographic number portability is up to 5 (five) business days from submitting the application for transfer to COOOLBOX and includes a portability window not longer than 5 (five) hours. The terms under this clause shall start from the moment of submitting the application in the cases under clause 8B.1.1.11. or on the first day after expiration of the 7-day period under clause 8B.1.1.12.

8B.8. In case of an application for portability of more than one number the grounds for refusal shall be judged in relation to each individual number included in the transfer request. With regard to the number/s of the same portability application that is not available for reasons of refusal or suspension, the portability procedure is continued if the USER agrees explicitly.

8B.9. The USER may withdraw their application for portability no later than the date preceding the date on which the portability is done. In this case the withdrawal of the application also terminates the procedure for transferring the number/s considering that there is a withdrawal of the request and the authorization to terminate the contract with the Donor Provider. The application shall be withdrawn at COOOLBOX as Receiving Provider or with the respective Donor Provider in writing, based on a standard form. The user may also withdraw the portability application within seven days of its submission when they have selected the condition - the portability procedure to start after the expiry of said period.

8B.10. In case of a change to the party to an individual contract with COOOLBOX in its capacity of Receiving Provider, during the first 3 (three) months in which the USER has used the COOOLBOX services between the original party to the individual contract and the legal successor of the rights and

obligations in respect of all obligations relating to the number used, joint responsibility occurs. COOLBOX shall impose in regards to the new user of geographic/non-geographic numbers, all restrictions under these General Terms and Conditions and the concluded individual contract with the original party.

8B.11. COOLBOX has the right to suspend the USER's access to its network when the USER has not paid their debts to the Donor Provider within 60 (sixty) days from the date of issue of the first invoice. These debts must have been incurred or become due in the period from the submission of the application for the transfer of the number/s to the termination of the contractual relations with the Donor Provider. Within 2 (two) business days of receiving the notice from the Donor Provider for unpaid debts, COOLBOX shall notify the latter of the actions it intends to take. Access termination is done within 1 (one) business day of sending the notice to the Donor Provider specified in the preceding sentence.

8.B.5.11.1. COOLBOX shall restore access to the network within 1 (one) business day of receipt of a notice from the Donor Provider that the debts have been paid. The charges paid by the USER for the period during which the USER's access to the network has been suspended pursuant to clause 8B.11. are not subject to return.

8B.12. At its discretion, COOLBOX is entitled to pay the USER's debts under clause 8B.11. to the Donor Provider and under the following terms and conditions - COOLBOX shall inform the USER of the amount due and if the USER does not pay the amount or does not state any objections which are to be sent to the Donor Provider within 1 (one) day of the notice, it is considered that there is a confirmation of the liquidity and the due of the obligations as well as an agreement for their payment by COOLBOX to the respective Donor Provider. In this case COOLBOX is considered to assume the rights of the Donor Provider in regards to the USER. COOLBOX may exercise its rights as a subrogated creditor against the USER whose liabilities have been paid pursuant to this clause to the amount of the amounts paid and by court order and/or by including the amount due in the USER's invoice.

8B13. In case of transfer of a number/s from or to the COOLBOX network without the USER's consent and/or in violation of established procedures for the implementation of portability of numbers:

8B13.1. COOLBOX in the capacity of a Donor Provider, is obliged to compensate the user whose number has been wrongfully transferred for all direct material losses and lost profits.

8B13.2. COOLBOX in their capacity of Receiving Provider, returns the network transferred number/s to the Donor Provider.

8AB. For any portability not covered in this section, the applicable Functional specifications for portability of geographic and non-geographic numbers issued by the CRC and the respective Procedures based on the procedures approved by COOLBOX and the providers in the portability domain, shall apply.

## **9. Obligations of the USERS**

9.1. The USERS 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 users 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 with Decision of the Board of Directors of 05 January 2018) 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 (amended with Decision of the Board of Directors of 05 January 2018) not to make any changes to the equipment provided by COOLBOX 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 USERS 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 USERS 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 USERS 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 USERS are required to use the IPTV service only for personal use simultaneously with its provision and without creating conditions for copying, recording, retransmission or use for other purposes of the content of programs/channels and without attempting to overcome the mechanisms which protect the programs/channels from such actions and/or unauthorized use (except when such actions are done with the consent of COOLBOX or the relevant holders of copyright or related rights).

9.1.13. The USERS 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.

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

9.1.14.1. 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 the accepted principles of morality;

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

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

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

9.1.14.5. (amended with Decision of the Board of Directors of 05 January 2018) that may interrupt, obstruct, disturb or restrict the normal functioning of software products, electronic communications devices, equipment or facilities of COOLBOX or third parties, electronic communication services of COOLBOX or another operator.

9.1.15. (amended with a Decision of the Board of Directors of 07 November 2019) The USERS 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 USER.

## 10. Responsibilities of the USERS

- 10.1. THE USER 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.
- 10.2. The USER 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 USER 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 USER.
- 10.3.(amended with Decision of the Board of Directors of 07 November 2019) In case of non-payment of the amounts due by the USER 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 USER 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 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.
- 10.4. In cases when the USER repairs, replaces, moves or otherwise modifies any part of the equipment without the prior written permission of COOLBOX, COOLBOX has the right to obtain compensation from the USER 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. In case when the USER permits the loss, destruction, theft or loss of the equipment provided by COOLBOX and in cases where the USER 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. The USER 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. The USER bears full responsibility for the preservation of their unique identifier (a combination of name and password or a digital code) 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. COOLBOX develops prices of the offered services, packages and/or tariffs according to supply and demand in conditions of equality between the USERS, 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 USER reserves the right to use the services not in packages and at prices different than the package price;
- 11.1.2. COOLBOX has the right to offer discounts and/or promotions for the services used by the USER with conditions published on its website [www.coolbox.bg](http://www.coolbox.bg) in advance or in another way;
- 11.1.3. COOLBOX informs USERS about prices, package prices and/or tariff through its website [www.coolbox.bg](http://www.coolbox.bg) in their customer service centres or in other appropriate ways.
- 11.2. (amended with Decision of the Board of Directors of 05 January 2018 and amended with Decision of the Board of Directors of 07 November 2019) By the 10 (tenth) day of the month, COOLBOX shall issue a tax invoice and/or a detailed bill for the respective service based on a signed individual contract which documents may also be in the form of an electronic document within the meaning of the Electronic Document and Electronic Certification Services Act, and in which the due amount can be seen. Coolbox notifies the user about the issued document/s and sends them to the User in an appropriate way. As an exception to the previous sentence, COOLBOX issues a tax invoice within the statutory time limit from the moment of concluding a contract for service. 11.3. The prices for the provided services are paid:
- 11.3.1. in cash at the locations specified by COOLBOX 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 the account of COOLBOX has been credited 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 user.
- 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 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 USER. The one-time connection fee is due upon activation of the service and is not returned upon termination or cancellation 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 USERS 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 with Decision of the Board of Directors of 07 November 2019) prices for additional services shall be paid according to the provisions under clause 11.4.2 which is applied respectively.
- 11.4.4. monthly price for calls made and calls made during the use of public fixed telephone 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 in advance within the statutory time limit the information required on its official website [www.coolbox.bg](http://www.coolbox.bg) and shall inform the affected users according to the provisions of the General Requirements for the Implementation of Public Electronic Communications of the CRC. In case that the affected users disagree with the change which has been made, they may terminate their individual contract unilaterally without sanctions no later 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. When providing one or more Services, COOOLBOX may specify a specific amount (credit limit) within which the Service is provided to the USER. The amount of the minimum credit limit is determined depending on the commercial policy of COOOLBOX and the selected tariff/subscription plan. The credit limit can be determined by COOOLBOX individually for a particular USER who has made large traffic, who has paid regularly on time, who has been given more than one number, etc. COOOLBOX has the right to set different credit limits depending on the nature of the respective Services.

12.2. COOOLBOX may periodically update the amount of the credit limit, in which case it shall inform the USER in an appropriate way.

12.3. COOOLBOX may inform the USER in an appropriate way when a certain percentage of the credit limit has been reached.

12.4. COOOLBOX has the right to limit the use of the Service if the USER reaches their credit limit. In cases of a fixed public telephone service upon reaching the credit limit, COOOLBOX leaves active the option of dialling emergency call numbers.

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

13.1. (amended with Decision of the Board of Directors of 07 November 2019) COOOLBOX accepts written and oral complaints and other requests of USERS at info@coolbox.bg, as well as at phone number +359 800 45 045.

13.2. (amended with Decision of the Board of Directors of 07 November 2019) COOOLBOX 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 user in a suitable way by e-mail or by phone or by a text message (SMS)..

13.3. COOOLBOX maintains in an electronic form a register of complaints and claims, in compliance with the provisions and requirements of the Consumer Protection Act (CPA).

13.4. (amended with Decision of the Board of Directors of 07 November 2019) In all cases, the USERS may send complaints to the Communications Regulation Commission and/or the Commission for Consumer Protection - Sectoral Conciliation Commission for Disputes in Electronic Communications - address: Sofia 1000, 4A Slaveikov Square, website [www.kzp.bg](http://www.kzp.bg), e-mail: adr.els@kzp.bg relating to the COOOLBOX NETWORK and the services provided through it in case of non-compliance with the legal and/or regulatory provisions and/or the Individual Contract and/or these General Terms and Conditions on the part of COOOLBOX.

13.5. (new, with Decision of the Board of Directors of 07 November 2019) If Coolbox is unable to satisfy the complaint and/or request of a user, the user shall have the right to turn for protection of their rights to the competent court and/or the respective administrative body.

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

14.1. COOOLBOX 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 COOOLBOX subscribers. Phone directories issued by COOOLBOX may also contain data for users of other companies providing public telephone services if an agreement between COOOLBOX and the respective company is reached.

14.2. COOOLBOX is obliged to provide to other company providing public electronic communication services data for its USERS who have explicitly given written consent to include their data in a phone directory.

14.3. USERS who have submitted a written application in a form approved by COOOLBOX have the right to request the inclusion of their data in a phone directory issued by COOOLBOX 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. for natural persons - name (given name and surname), address and telephone number;

14.4. The phone directory may include additional USER data other than those specified in clause 14.3, such as: information about other USER's telephone numbers, 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 COOOLBOX price list.

14.5. The USER 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 COOOLBOX price list.

14.6. The USER 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 COOOLBOX price list.

14.7. USER 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 10 (ten) days of receipt of the request for that.

14.8. The USER 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 COOOLBOX price list.

14.9. COOOLBOX users who use prepaid services may request their data to be included in the phone directory. Data entry is paid according to the COOOLBOX price list.

14.10. COOOLBOX 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. COOOLBOX is not responsible for any errors or inaccuracies in the published data in a telephone directory issued by COOOLBOX in written and/or electronic form due to mistakes or inaccurate USERS 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 USER'S data in the electronic telephone directory they shall be corrected within 10 (ten) days of their opening or receipt of written notice of errors or inaccuracies.

14.11. When publishing a telephone directory in an electronic format used via the Internet or other electronic communications network, COOOLBOX 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 USER's will presented in writing. The minimum amount of data includes a name (given name and/or surname) for users - natural persons and where necessary - an address or part of an address. Providing only end-user data in the form of phone number is not allowed.

14.12. Update of the telephone directory in an electronic format shall be done by COOOLBOX on its own initiative or at the written request of the USER 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. The USERS' declarations of will related to their rights under clause 14. shall be done in writing.

14.14. COOLBOX has the right to provide a telephone reference service to its USERS.

14.15. The telephone reference service provided by COOLBOX may cover information about the telephone numbers and other COOLBOX USERS' data as well as information about the telephone numbers and other data about subscribers of other companies providing public telephone services.

14.16. When providing a directory reference service, COOLBOX is required to provide reference to the phone number only when the minimum amount of data is fully and accurately submitted to the extent that such data is not limited at the request of the users who have requested inclusion of their data. The minimum amount of data includes a name (given name and/or surname) for subscribers- natural persons and where necessary - an address or part of an address.

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

15.1.(amended with Decision of the Board of Directors of 07 November 2019) COOLBOX, fulfilling its legal duty, provides the companies offering a universal service with accurate data about the end users 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 users 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. for natural persons - name (given name and surname), address and telephone number;

15.2. Companies obliged to provide a universal service issue and update a common directory of the companies providing a public telephone service - a printed edition with a certain structure and content.

15.3. The telephone reference service provided by companies obliged to provide universal service contains all included in the phone directory numbers of USERS who have explicitly expressed their consent for that.

#### **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. COOLBOX provides the NETWORK functions "Calling Line Identification (CLI)", "Connected Line Identification (COL)" and "Dual-Tone Multi-Frequency Dialling" (DTMF dialling). End-users 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. COOLBOX provides free of charge to the USER and maintains active the "Calling Line Identification Presentation" (CLIP) service. COOLBOX maintains for free for all its users active the CLIP function, ensuring CLIP during the call and keeping it unchanged during the call.

16.3. COOLBOX enables the USER 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. COOLBOX ensures and provides CLI regardless of the settings made by end-users 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. COOLBOX provides its users 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 end-users the "terminating the receipt of calls forwarded to the user's end device" service if there is a technical possibility for that.

16.6. COOLBOX informs USERS 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. 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 USER.

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

17.1.(amended with Decision of the Board of Directors of 07 November 2019) Disputes between COOLBOX and the USER are settled through good faith negotiations between them. If no agreement can be reached, each of the parties may request assistance from the Communications Regulation Commission and/or the Commission for Consumer Protection and/or to refer the dispute to the competent Bulgarian court in Plovdiv for resolution. In the cases where the liability is determined by 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 Decisions and other general and individual administrative acts of the Communications Regulation Commission and the provisions of the other applicable laws shall apply.

19.2 (amended with Decision of the Board of Directors of 07 November 2018) These General Terms and Conditions are an integral part of the individual contract signed between COOLBOX and the USER, binding the USER provided the USER has been given a copy of them and agrees with their contents. The user's consent to the General Terms and Conditions is certified with their signature.

19.3. The USERS 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 with decision of the Board of Directors of 05 January 2018, amended with Decision of the Board of Directors of 07 November 2019) Any declarations of will, 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. The written form shall be considered valid in the event of correspondence via e-mail in compliance with the 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. Any valid declaration of will and other message 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, 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. In case that the USER has 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 conditions.

## 21. Definitions

21.1. (amended with 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. 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.

21.1.3. END DEVICES are products or part of products intended to be connected to the public electronic communications network interfaces (dial tone phone device, personal computer, TV set or other devices).

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. NETWORK ABUSE - the use of an end device and/or network resource/s by the 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 users.

21.1.9. NETWORK RESOURCES are end devices, telephone number/s and/or geographic and/or non-geographic, IP address/es and MAC address/es.

21.1.10. (amended with Decision of the Board of Directors of 07 November 2019) SERVICE QUALITY – the prescribed minimum quality, in accordance with: these Terms and Conditions, the concluded individual contract, 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. CALLING LINE IDENTIFICATION (CLI) is a network function that allows the called user of a public fixed telephone service to receive the calling user's number information before answering the call, thus allowing the called user to accept or reject the call.

21.1.12. CONNECTED LINE IDENTIFICATION (COL) is a network function that allows the calling user of a public fixed telephone service to receive the number information that identifies the point of call receipt.

21.1.13. CALLING LINE IDENTIFICATION PRESENTATION (CLIP) is a function that allows the called user to obtain information about the calling user's number.

21.1.14. CALLING LINE IDENTIFICATION RESTRICTION (CLIR) is a network feature that allows the calling user of a public fixed telephone service to block the transmission of their number to the called user. This function is not provided in the cases prescribed by law.

21.1.15. DUAL-TONE MULTI-FREQUENCY DIALLING (DTMF DIALLING) is a transmission method where each digit is represented by a characteristic pair of frequencies.

21.1.16. CALL FORWARDING (Call forward) is a function of the network that enables incoming calls to a certain user of a public fixed telephone service to be automatically forwarded to another user. Upon activation of the Call forward service, the USER 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. NETWORK a set of transmission facilities and, if necessary, commutation equipment or routing equipment and other resources used for the transmission of signals by means of conductors, optical or other electromagnetic means, including satellite networks, fixed networks (with channel commutation or with package commutation, including the Internet) and cable electronic communications networks for the distribution of TV programs, regardless of the type of transmitted information.

21.1.19. GEOGRAPHIC NUMBER/NUMBERS is a number as defined in Para. 1, clause 6 of the Supplementary Provision of the Electronic Communications Act.

21.1.20. NON-GEOGRAPHIC NUMBER is a number from the range of access codes 700 and 800.

21.1.21. DONOR NETWORK is the network from which the number is being transferred. It may or may not be the network of the holder of a range of numbers.

21.1.22. DONOR PROVIDER is the provider from whose network the geographic/non-geographic number is transferred to another network.

21.1.23. HOLDER OF A RANGE OF NUMBERS is the company to which the Communications Regulation Commission has granted with a Permit an individually assigned scarce resource numbers from the National Numbering Plan (NNP), part of which is the transferred number.

21.1.24. NUMBER PORTABILITY is a process that allows the USERS of the companies - fixed public telephone service providers to retain their numbers when changing their address within a single geographic national destination code and/or when switching to another provider providing a fixed telephone service in the same geographic code or its return to the network of the holder of a range of numbers. PORTABILITY OF NON-GEOGRAPHIC NUMBERS is a process that allows USERS of companies - non-geographic service providers to retain their numbers when switching to another provider providing the same type of non-geographic service within the relevant non-geographic access code or its return to the network of the holder of a range of numbers.

21.1.25. TRANSFERRED NUMBER is a geographic number through which access to a fixed telephone service is provided, and which has been transferred from the network of one provider to the network of another provider /portability domain/. TRANSFERRED NON- GEOGRAPHIC NUMBER is a non-geographic number through which (after a respective access code) a non-geographic service is provided, and which has been transferred from the network of one provider to the network of another provider /portability domain/.

21.1.26. RECEIVING NETWORK is a network that receives the number and through which the USER uses the respective services after the completion of the transfer process.

21.1.27. RECEIVING PROVIDER is the provider to whose network the geographic/non-geographic number is transferred.

21.1.28. A 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-user to the receiving network to the moment of deactivating the access of the end user to the donor network and 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. 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 USERS 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. SELF-SERVICE ELECTRONIC PORTAL - [my.coolbox.bg](http://my.coolbox.bg) is a virtual information resource in the Internet owned by COOLBOX, enabling USERS 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 user in a unique way.

21.1.37. 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 USER before COOLBOX.

21.1.38 (amended with Decision of the Board of Directors of 05 January 2018) DIGITAL ACCESS CODE - a sequence of digits allowing the USER to access certain elements or parts of the Services provided to them. The digital code is a unique identifier designed to identify the USER before COOLBOX and serves in the relationships between the parties as a handwritten signature of the user pursuant to Article 13, Para. 4, of the Electronic Document and Electronic Certification Services Act.

21.1.39. 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. 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 with Decision of the Board of Directors of 07 November 2019) ADVERTISED speed is the IAS speed which Coolbox uses in its commercial communications with the users, 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 with Decision of the Board of Directors of 07 November 2019) MINIMUM speed is the lowest IAS speed, agreed upon in the individual contract, which Coolbox provides to the user with the service, except in case of network failures.

21.1.43. (new, expanded with Decision of the Board of Directors of 07 November 2019) NORMALLY AVAILABLE speed is the IAS speed, agreed upon in the individual contract, which the user 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 with Decision of the Board of Directors of 07 November 2019) MAXIMUM speed is the IAS speed, agreed upon in the respective individual contract, which can objectively be reached by the user at least once within one calendar day;

21.1.45. (new, expanded with Decision of the Board of Directors of 07 November 2019) TEMPORARY DEVIATION is a deviation from the agreed upon parameters and quality of the IAS which lasts up to 3 consecutive days within one billing period.

21.1.46. (new, expanded with Decision of the Board of Directors of 07 November 2019) SIGNIFICANT AND CONSTANT DEVIATION is a deviation from the agreed upon parameters and quality of the IAS which lasts for up to 2 consecutive weeks within one billing period;

21.1.47. (new, expanded with Decision of the Board of Directors of 07 November 2019) REGULARLY REPEATED DEVIATION 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, with 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 be considered to 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 - natural persons, while for end users - natural persons 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-users of Coolbox AD applicable to all concluded /grandfathered/ individual contracts with end-users 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 users - natural persons these General Terms and Conditions shall apply.

22.3.(new, amended with Decision of the Board of Directors of 05 January 2018) 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 05 January 2018, and shall come into force for potential new subscribers - natural persons on 09 January 2018, subject to the provision under clause 19.2, while for users with already concluded /grandfathered/ individual contracts, the changes shall come into force on 13 February 2018.

22.4.(new, amended with 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 - natural persons on 14 November 2019, subject to the provision under clause 19.2, while for users with already concluded /grandfathered/ individual contracts, the changes shall come into force on 01 January 2020.