

GENERAL TERMS AND CONDITIONS

to use the self-service electronic portal

my.coolbox.bg

These General Terms and Conditions settle the relations between COOLBOX AD UIC-115100705, headquarters and registered address 1A Arch. Kamen Petkov Street, Lime Tree Business building, fl. 1, Iztochen District, 4000 Plovdiv, tel. + 359 800 45 845, e-mail: info@coolbox.bg, ("Coolbox" or "the operator") as one of the parties and as the other party the entities - users of the self service electronic portal my.coolbox.bg/en, with access to the portal via the official website of the operator at www.coolbox.bg/en, concerning the ability of the users to register at said portal for the purpose of using its functionalities and additional services to the main services - the latter are subject to the individual contracts concluded with natural persons or legal entities - users of electronic communication services provided by the operator under General Terms and Conditions, applicable to the aforementioned individual contracts.

I. Definitions

When applying and interpreting these General Terms and Conditions, the used words, phrases and word combinations shall have the following meanings:

1. Electronic portal: my.coolbox.bg/en is a virtual information resource in Internet, property of Coolbox, which gives the opportunity of using various additional services - subject of these General Terms and Conditions, offered by the operator.

2. User name entered by the user or the authorized representative making the registration on the electronic portal, a valid e-mail address which can be changed by the user or the authorized representative at any time after the registration;

3. Password: entered by the user or the authorized representative making the registration on the electronic portal, combination of Latin letters and digits which can be changed by the user or the authorized representative at any time after the registration and which in combination with the actual user name shall be a unique "identifier";

4. Identifier: unique combination of "user name" and "password" intended to identify the user and/or the authorized representative before Coolbox during and in connection of the actions done concerning the registration and the access to the electronic portal; the activation of the user profile; the use of its functionalities with the resulting legal consequences and responsibilities;

5. User: is any competent natural person who has access via the Internet to the electronic portal and depending on the context used, this term shall be interpreted as respectively an end user - natural person or legal entity - holder of a customer number and party to an individual contract(s), concluded with Coolbox under the General Terms and Conditions with subject - electronic communications services offered by the operator, on behalf of and at the expense of which natural person or legal entity an user profile has been activated in the electronic portal; and respectively an authorized representative;

7. User profile: is a separate part of the electronic portal containing certain information including the user's personal data and where applicable those of the authorized representative, which information is required for registering a user profile on the electronic portal and respectively, upon activation of a user profile - the access to which takes place after the identifier is entered - the aforementioned combination of username and password. After activation, the user profile enables to services and features of the portal that had a previously restricted access to be used on behalf of end user; the use of services to be configured; the use of services to be stopped; the entered information about the username, password, authorized representative of the holder and other information related to the user profile to be changed;

8. User profile activation: a series of operations and actions in an electronic environment after registration in the electronic portal through which in future, a specific profile and the actions performed through it after entering an identifier, are associated and unambiguously connected to a specific end user - natural person or with one or more end-users - legal entities in relation to the access and use of services provided through the portal. Actions performed through a user profile after entering the identifier shall be considered, between the parties of the individual contract, namely Coolbox and the end user, to have been done on the latter's behalf and at their expense, with the consequences and responsibilities for the parties arising from that.

9. Authorized representative an explicitly authorized person acting on behalf of and at the expense of the end user after activating the registered user profile by indicating by the latter a valid e-mail, which representative, after confirming their authorization and registration in the portal, according to the procedure of these General Terms and Conditions and after the explicit acceptance of said terms and conditions, shall be considered authorized to access and to use on behalf of and at the expense of the authorizing user, the functionalities of the portal and the provided services.

10. Malicious actions: are actions or inactions that violate Internet ethics or are harmful for persons connected to the Internet or associated networks, sending junk mail (unwanted commercial messages, SPAM, JUNK MAIL), malicious overflow of communication channels (FLOOD), receiving of access to resources with rights and passwords belonging to someone else, using the system flaws to gain personal benefit or to obtain information (HACK), performing actions that can be categorized as industrial or other type of espionage or sabotage, damaging or destruction of systems or information arrays (CRACK); sending "Trojan horses" or

causing installation of viruses or remote control systems; disturbing the normal work of other Internet users and associated networks; carrying out any actions that may qualify as a crime or violation under the Bulgarian legislation or other applicable law.

II. Subject

1. These General Terms and Conditions bind all registered users in the self service electronic portal my.coolbox.bg/en through the entering of an identifier - a unique combination of "username" and "password" and explicitly confirming their acceptance, complying with the Coolbox rules and instructions in the process of registration and its confirmation, and the creating of "user profile" after whose activation users can access and use some or all of the services and functionalities listed here: online access to information and references regarding main services used by the user under a concluded individual contract(s); online payment by the user of monetary debts to Coolbox incurred on the grounds of a concluded individual contract(s); managing of conditions and parameters of the concluded contract(s) and with a user for the service - **transfer and distribution of TV programmes; authorization a representative, who on behalf of and at the expense of the authorizing user can act when using the services and the portal functionality; functionality for the authorized representative to withdraw their authorization and functionality to withdraw the rights of the authorized representative by the authorizing user;**

2. Inasmuch as the services provided by Coolbox via the electronic portal can be constantly added to and modified in view of their improvement and expansion, on the grounds of that, the features of the provided Services and their mode of their providing can be changed or expanded at any time by Coolbox.

3. The providing of services and the access to the electronic portal resources do not include providing of computer or other additional technical equipment and connectivity for transfer of information packages between the user and the electronic portal which are necessary for access to the relevant resource. Coolbox does not bear any responsibility if the user cannot access due to issues beyond the operator's control.

III. Registration in the electronic portal and access to functionalities and services.

1. The registration in the electronic portal is completely free.

2. Every natural person with unrestricted competence can register and create a user profile by filling the respective electronic form, accessible in real time (online) on the Coolbox internet site - www.coolbox.bg/en by entering an identifier of their own - username and password and after the explicit acceptance of the current General Terms and Conditions.

3. The username with which a person or user is registered in the electronic portal does not give them any rights other than the right of the first person requested the specific username in terms of the portal for the period of existence of the user profile. Coolbox does not verify or bear responsibility for the authenticity of the username, whether it affects the rights of third parties and in particular, the right to a name or other personal rights, the right to a trade name (company name), the right to a trade mark or other intellectual property rights.

4. The user who has registered is obliged to take care and take all necessary measures that are reasonably needed in order to protect the secret of their password for access to the user profile and must not reveal the password to third parties. The user is also obliged to inform Coolbox immediately in case of unauthorized access to the user profile as well as in case of an anticipated unauthorized access after password disclosure. Because the password is generated and entered by the user, Coolbox does not have access to it and does not store it in format that allows the operator to learn it. That is why the user bears the responsibility to keep secret their password as well as all activities done by them at upon and after entering an identifier.

5. Aiming to provide a higher safety level, Coolbox recommends an effort to be made for the password to be unique enough and complicated enough in order to prevent its easy guessing by third parties not acting in good faith. Coolbox also recommends periodical change of the password.

6. In order for the registration in the portal to be completed, the registration needs to be confirmed. Coolbox sends to the user on the presented e-mail address electronic message with temporary active link through which in the relevant interactive electronic form and by buttons, the user can confirm the previously entered: username and password and give their consent to and acceptance of these General Terms and Conditions.

7. In order for the services provided through the electronic portal to be available, after completing the registration process, it is necessary to activate the profile by taking the following steps on behalf of a specific user(s), namely:

7.1. For users - natural persons - interactive filling in the respective electronic form of the following personal data in order to unambiguously bind the registered user profile to one particular user - natural person, namely: user's valid Personal Identification Number;

7.2. For users - legal entities or sole proprietors - interactive filling in the respective electronic form of the following personal data in order to unambiguously bind the registered user profile to one particular user/s - one or more legal entities, namely: a unique identifier code /UIC/ from the respective Register kept and maintained by the Registry Agency - the Commercial Register and the Register of Non-Profit Legal Entities as well as signing on behalf of each user - legal entity - holder of the requested customer number on behalf of their legal representative of an explicit Declaration based on a sample form and sending the declaration to Coolbox.

8. After user profile activation, respectively after each login, by entering an identifier - a combination of username and password, the respective user can use the services provided by Coolbox on their own behalf and at their own expense through the activated user profile and the portal functionalities.

9. For the use of the services provided through the electronic portal, the users do not owe any fees with the exception of the service related to managing the conditions and parameters of an already signed contract which subject includes the main service for transfer and distribution of TV programmes via IPTV. In that case, in the event of unilateral configuration of the main service - subject to the already concluded and active individual contract between the parties, done on behalf of a user through request for a new TV package(s) and its activation through the electronic portal, Coolbox has the right to add and the user agrees to pay the respective monthly fee for the new package in compliance with the General Terms and Conditions applicable to the concluded individual contract and the respective active subscription plan as of the moment of activation of the additional service through the electronic portal. For the user's obligation to become valid, activation of the service after entering an identifier and confirmation of the activation on the part Coolbox by means of a sent electronic message, is enough.

IV. Rights and obligations

1. In the providing and use of the services through the self service internet portal, Coolbox and the user have also the respective rights, obligations and responsibilities as set forth in the concluded contract between them and its applicable General Terms and Conditions.

2. The user has the right to access in an on-line mode the services provided by the electronic portal, provided they comply with these General Terms and Conditions and the access requirements set by Coolbox.

3. The user, respectively the authorized representative, has the right of on-line access and option to modify the data presented respectively for the purpose of registration, registration confirmation, activation of user profile, respectively authorization of a representative.

4. The user, respectively the authorized representative, agrees to provide on their own the necessary computer or other technical equipment, necessary for the use of the services provided by Coolbox through the electronic portal.

5. Coolbox shall provide information concerning the electronic portal use on tel. +359 800 45 845, as well as on its official website www.coolbox.bg/en, for which the users do not owe any additional payment.

6. In addition to everything else, the user, respectively the authorized representative, agrees, when accessing and using of the electronic portal:

6.1. to obey the Bulgarian law, the current Terms and Conditions, the ethics, the moral norms and the good morality;

6.2. to not infringe on any other property or non-property rights including intellectual and industrial property rights;

6.3. to inform immediately Coolbox in case of any violation committed or discovered while using the electronic portal;

6.4. to not perform any actions/inactions that would disturb the functioning of the electronic portal, including but not limited to: to not prevent the identification procedure, to not gain access beyond the provided access, to not harm or prevent the availability, reliability or quality of services for the other users, and to not use the service in a manner which can provoke service cancellation;

6.5. to not retrieve, regardless of the means, any information resources or their parts property of somebody else located on the electronic portal which the user does not have the right to access;

6.6. to not pretend to be somebody else, or to mislead Coolbox about the identifier in some other way.

6.7. to not perform malicious actions as per the definition in these General Terms and Conditions;

V. Use of the services through an authorised representative Authorisation withdrawal. Authorisation cancellation.

1. Every user, by logging into the respective activated user profile and by using the relevant functionality, has the option to authorize before Coolbox an authorized representative by filling in the respective electronic form and specifying a valid e-mail address of the authorized representative.

2. In order for the authorized representative to be identified and to use the electronic portal functionalities, acting on behalf of and at the expense of the user, Coolbox shall send to the email address an email with a temporarily active link through which the authorized representative in the respective electronic form shall register by entering an email address and a unique password, shall confirm the password, and using an interactive button shall declare that they agree with these Terms and Conditions, and to become an authorized representative of the respective user - holder of an active user account.

3. The authorized representative can at any time change the specified email and/or password about which, for security reasons, Coolbox immediately shall inform by email the user which has authorized the representative.

4. It is considered that until withdrawal or cancellation done in accordance with these General Terms and Conditions, the actions of the authorized representative in relation to the access and use of the services in the electronic portal through the respective profile are done on behalf of and at the expense of the authorizing user - holder of the same account with the respective rights and obligations for the holder arising from that.

5. Coolbox, via the electronic portal, gives the user who has authorized the representative the option to withdraw the granted authorization at any time. The withdrawal is done by interactive checking/marking in the respective withdrawal form. The withdrawal comes into force for Coolbox at the moment of checking/marking by the user. In all cases of withdrawal of the powers of an authorized representative, Coolbox generates and visualises a notice of the termination of the authorized representative's access to the portal and the user is sent an email informing them that their authorized representative's access has been terminated and they cannot act on behalf of and at the expense of the user.

6. Coolbox, via the electronic portal, gives the authorized representative the option to cancel the authorization to them at any time. The cancellation is done by the authorized representative by interactive checking/marking in the relevant cancellation form. The withdrawal comes into force for Coolbox at the moment of checking/marking by the authorized representative. In all cases of cancellation of authorized representation, Coolbox generates and visualises a notice of termination of the authorized representative's access to the portal and the user is sent an e-mail informing them that their authorized representative's access has been terminated and they cannot act on behalf of and at the expense of the user.

VI. Deletion of a user profile and cancellation of access to the electronic portal on the part of Coolbox

Coolbox has the right to delete a user profile, respectively an authorized representative's profile and to terminate the user's access to the electronic portal, respectively the access of the authorized representative, in the following cases:

- In case of non-confirmation of the registration, according to the procedure under clause 6, section III of these General Terms and Conditions within 7 days of receipt of the electronic message containing the temporarily active link in compliance with the cited procedure;
- In case the user profile is not activated according to the procedure under clause 7, section III of these General Terms and Conditions within 30 days from the date of completion of the registration of the user's profile in accordance with clause 6 of section III;
- In the event of withdrawal or cancellation of/by an authorized representative, within 30 days from the date of withdrawal/cancellation unless the authorized representative acts on behalf of another user profile or they themselves have a registered user profile on the portal;
- In the case of malicious actions or suspicion such actions conducted through an existing user profile;

VII. Privacy notice

1. For the purpose of registration of a user profile, the profile's activation, control, use by the user of the functionalities and services provided through the portal, Coolbox, as a personal data controller informs the natural persons - data subjects - that it shall process the following personal data: email address; names; PIN; personal foreign citizen number, UIC of sole proprietors; only for the stated purposes and in compliance with the General Data Protection Regulation (EU) 2016/679 of 27 April 2016, in force since 25 May 2018 /"the Regulation"/; Directive 2002/58/EC /"the Directive"/ of the European Parliament and of the Council; the Personal Data Protection Act and the other applicable law of the European Union and the Republic of Bulgaria, ensuring the necessary level of protection and security by applying appropriate technical and organizational measures.

2. For more information about personal data processing and security, Coolbox, has published under conditions of transparency a Personal Data Protection Policy on its official website www.coolbox.bg/en which you can review [here](#).

VIII. Coolbox Disclaimer

1. Coolbox is not responsible for failing to provide the services in the event of circumstances beyond its control - in cases of force

majeure, accidental events or issues in the global Internet network.

2. The parties accept that Coolbox is not responsible for failing to provide services or providing them with deteriorated quality in result of actions done by the operator for the purpose of checking equipment, connections, networks, etc. and other events aimed at improving or optimizing the services provided through the electronic portal.

IX. Final provisions

1. For any issues not settled in these General Terms and Conditions, the provisions of the individual contract concluded between Coolbox and the respective user and the General Terms and Conditions applicable to the concluded individual contract as well as the applicable Bulgarian property and procedural law, shall apply.

2. Coolbox has the right to amend or modify these Terms and Conditions unilaterally at any time, and it shall publish in a timely manner the made amendments on www.coolbox.bg/en, specifying the date on which they shall come in force in a form allowing their storage on electronic media or their copying or printing, for which Coolbox shall inform the users no later than 7 days.

These General Terms and Conditions have been agreed upon by the Board of Directors Coolbox AD with Decision of 09 June 2016 and shall come in force on 21 June 2016, amendment of 24 February 2020 in force from 05 March 2020.