

GENERAL TERMS AND CONDITIONS

to use the services available through the website www.brico.bg

I. GENERAL PROVISIONS

This document contains the general conditions for use of the information resources and services provided by Interquality EOOD to the users of the website www.brico.bg. The website www.brico.bg is a tool for providing services to the information society, which is built as a social and information platform aimed at facilitating, stimulating and supporting communication between companies, craftsmen, craftsmen, construction traders, shops and other service providers. on the one hand and their potential customers on the other.

II. PARTIES TO THE AGREEMENT AND DEFINITIONS

These general terms and conditions of use govern the relations between:

1) Visitors, registered users and recipients of services through the website www.brico.bg and

2) Interquality EOOD, with UIC 204382916, with registered office and address of management Sofia, called below the Supplier, hereinafter referred to as the Parties.

Your use of the Provider's products, software, services and websites is subject to the terms of this legally binding agreement between you and the Provider. The services provided by the Provider are provided through the website www.brico.bg and exclude all services provided by the Provider by virtue of a separate written agreement.

DEFINITIONS In interpreting and applying these General Terms and Conditions, the following terms and expressions have the following meanings:

- "Website", "website" - www.brico.bg, as the separate place in the global Internet network, accessible through its unified address (URL) via HTTP or HTTPS protocol and containing files, programs, text, sound, picture, image, electronic links or other materials and resources;

- "Service Provider", "Provider" - Interquality EOOD, with UIC 204382916, with registered office and address of management in Sofia.

- "Provided services", "Services" - services provided by the Provider, consisting of receiving, storing and transmitting information for the purpose of establishing contact between professionals

in the construction and repair activity and other persons providing services, on the one hand, and their potential clients on the other;

- "Contractor" - recipient of a service, representative of the construction industry, commercial site, as well as any other natural or legal person who uses services provided by the Provider for professional, commercial or other purposes;



- "Client" - a user, natural or legal person who uses the services of the site for purposes other than his professional, commercial or economic activities;
- "Visitors" - all unregistered users;
- "Profile" - a separate part of the website, which contains information about a registered Client or Contractor; The account is accessed by entering a username and password. The account provides an opportunity for the Contractor or the Client to view and edit the stored data at any time;
- "Request for repair" - information filled in by the Client regarding the construction, repair or other service requested by him, which contains data on the nature of the service and the area of its execution;
- "Offer" - submission of a proposal by the Contractor, addressed to the Client, in response to a Request for repair;
- "Commercial message" - advertising or other messages sent by the Provider to the users and recipients of services, presenting directly or indirectly the goods, services or reputation of a person performing commercial or craft activity or exercising a regulated profession, including automatically generated messages to a registered Client or Contractor
- "Malicious actions" - actions or omissions that violate Internet ethics or harm individuals connected to the Internet or associated networks, including but not limited to sending junk mail (SPAM, JUNK MAIL), channel overflow (FLOOD), receiving access to resources with foreign rights and passwords, use of deficiencies in systems for their own benefit or information retrieval (HACK), actions that may qualify as industrial espionage or sabotage, damage or destruction of systems or information files (CRACK), sending "Trojan horses" or inducing the installation of viruses or remote control systems, disrupting the normal operation of other Internet users and associated networks, and performing any action that may qualify as a crime or an administrative violation under Bulgarian law or other applicable law.

III. SUBJECT

1. These general terms and conditions govern the relations between the Parties arising in connection with the provision of services related to the reception, storage, provision and transmission of information by and to Clients and Contractors on the occasion of services requested and offered by them;

2. The orders are subject to a separate contract between the Client as the assignor and the Contractor, as the conditions for their execution are not regulated by these General Terms. The supplier is only intermediary, but not a party to this contract and is not responsible for its non-performance, as well as for damages incurred by any of the parties in connection with its performance or non-performance.

3. In carrying out its activity, the Provider provides the following types of services, in case of preliminary registration and in compliance with the present general conditions:



- a) free review of information regarding the requested construction and repair service;
- b) assistance in the communication between the Client and the Contractor;
- c) access to a newsletter.

4. The information and services provided under free access are subject to these general conditions, insofar as the provisions of the latter are not violated.

IV. REGISTRATION AND CONCLUSION OF CONTRACT FOR PROVISION OF SERVICES

1. The access to the services under Section III, art. 3, letter "a", "b" and "c" is provided by the Provider, on the basis of sending by the Visitor electronically to the Provider a valid application for registration.

2. A valid application under the previous article is any that contains all the necessary and required data, according to the relevant registration form on the site. A valid registration request is considered to be one that has been confirmed by the Provider by providing access to the Visitor's Profile.

3. The relations under the previous article are aimed at storing information and providing access to the information stored by the Provider, described in these general conditions.

V. CUSTOMER REQUEST

1. When submitting an application, the Client fills in an electronic form previously established by the Provider. The Provider publishes the approved requests on the main page of the site, reserving the right to delete texts containing any malicious actions by the Client, as well as texts contrary to Bulgarian law or other applicable law

2. The Provider has no right to change the content of the Order, except in cases where it violates the provisions of these general conditions.

3. The Provider is not responsible for the authenticity of the content of the published and / or transmitted Application.

4. The Client does not owe remuneration to the Provider for publishing and submitting an Application.

VI. SUBMISSION OF AN APPLICATION TO A CONTRACTOR

1. The Provider submits the approved application by sending a notice to a certain circle of Contractors, according to the type of service requested and the area of execution of the order, as well as the type of registration, according to the conditions of brico.bg. 2. The Provider shall not be liable to the Contractors for the truthfulness and content of the published orders.

VII. APPLICATION ON REQUEST

1. Any Contractor registered in accordance with the registration policy of brico.bg may a



pplies for awarding an order for the performance of a service requested by the Client, through the following actions:

- sending a proposal-offer through the website;
- asking via the website a question related to the specifics of the requested service;
- sending via the website a proposal addressed to the Client for inspection of the object of the requested service;

1.1 The above actions can also be performed by telephone, when there is an exchange of telephones through the website.

2. The provider shall receive, store and provide information related to the actions under the previous paragraph.

3. The actions under art. 1 of this section represent pre-contractual relations between the Client and the Contractor in the sense of the Bulgarian legislation and do not bind the Provider.

VIII. ASSIGNMENT AND PERFORMANCE OF ORDER

1. The construction, repair or other service is performed on the basis of a contract between the Client and chosen by him, via the website Contractor. The Provider is not a party to this contract and is not responsible for any inaccuracies in the performance or damages caused as a result of the actions of the Client and the Contractor in the performance or non-performance of this contract.

2. FEEDBACK

1/The Contractor agrees that the Client may evaluate the service performed by him by filling in a special form addressed to and accessible only to the Provider.

2/The Provider publishes the result of the received assessment in the profile of the respective Contractor through the rating system or in another form on the website, according to the conditions of brico.bg, which result is visible to everyone.

3/ The Provider has the right to restrict and / or suspend the Contractor's access to the services provided by the Provider, based on the assessments received for the Contractor.

4/ The Client shall not be liable for the damages that have occurred for the Contractor as a direct and immediate consequence of the assessment given by the Client.

5/ The Supplier shall not be liable for the damages that have occurred for the Contractor as a direct and immediate consequence of the assessment given by the Client.

IX.FINANCIAL CONDITIONS

1. The services to which the Client has access, according to these General Terms and Conditions, are provided by the Provider free of charge. For the additional services, which are not subject to these General Terms and Conditions, an additional contract is concluded



ed between the Provider and the Client, according to the policy of brico.bg.

2. The services to which the Contractor has access are provided by the Provider free of charge or for a fee according to the selected subscription plan, specified on the site brico.bg: For additional services that are not subject to these General Terms, between the Provider and the Client additional contract or agreement in accordance with the policy of brico.bg.

Address 3. The Provider undertakes to inform all Contractors within 30 days before the change in the current financial conditions for the provision of services.

X. UNCOLLECTED COMMERCIAL ANNOUNCEMENTS

1. By accepting these General Terms and Conditions, the Clients and Contractors agree to receive unsolicited commercial communications in order for the Provider to offer information and advertisements about its own or offered by other companies goods and / or services, to make inquiries on various issues. , to conduct surveys and others.

2. Customers and Contractors have the right to object to the sending of unsolicited communications by sending electronically a written waiver of the latter.

XI. RIGHTS AND OBLIGATIONS:

1. According to these General Terms and Conditions, the Clients have the following rights:

- to send through the website valid Requests for construction and repair or other services, to edit them, deactivate them and to give up an already hired Contractor, for which they immediately notify the Provider;

- to use free of charge the functionality of the website and the services freely offered by the Provider, which is not explicitly mentioned on the website that they are paid;

- to evaluate a service already performed by the Contractor, using the Feedback form, to which the Provider should provide access, after registration of the Client.

2. Pursuant to these General Terms and Conditions, the Clients have the following obligations:

- to fill in correctly and correctly the electronic form for sending an Application, submitting accurate data on the nature and location of the requested construction or repair or other service;

- in case of registration, to fill in valid data in the registration form;

- to notify the Provider immediately in case they cancel their sent and already approved Order;

- to leave an assessment of the work performed by the Contractor, being correct and objective in using feedback, as a form of assessment of already performed construction and repair services;

- not to commit malicious acts;

- not to publish, send and transmit any material with illegal, threatening, false, misleading, insulting, harassing, defamatory, defamatory, obscene, inciting, pornographic or



religiously incorrect content or any material that establishes or encourages conduct that would be considered criminal would result in civil or criminal liability or otherwise violate the law.

3. By accepting these General Terms and Conditions, the Contractors declare:

- that they are capable natural or legal persons;
- that as traders, they have not been declared bankrupt, they are not in open insolvency proceedings, as well as that they are not in liquidation proceedings;
- that they have all the necessary licenses and documents, in case the Bulgarian legislation provides for a permit, registration or notification regime regarding the activities performed by them.

4. Pursuant to these General Terms and Conditions, the Contractors have the following rights:

- right to register on the site as contractors or shops
- real commercial sites;
- access to the published Applications, according to the policy of brico.bg;
- access to a personal profile, as well as the opportunity to update the information contained in this profile;
- use the functionality and services of the website;
- to receive notifications for and to apply for applications corresponding to their region and field of activity, according to the policy of brico.bg;

5. Pursuant to these General Terms and Conditions, the Contractors have the following obligations:

- to submit accurate and correct information about the activities performed by them, as well as to update such information already published in a timely manner;
- not to commit malicious acts;
- not to publish, send and transmit any material with illegal, threatening, false, misleading, insulting, harassing, defamatory, defamatory, obscene, inciting, pornographic or religiously incorrect content or any material that establishes or encourages conduct that would be considered a criminal offense would result in civil or criminal liability or otherwise violate the law.

6. When providing its services, the Provider has the following rights:

- to make changes in these General Terms and Conditions, notifying the users and recipients of services;
- to freely change the content and functionality of the site;
- to place electronic links to other websites, as well as advertising banners. By accepting these General Terms and Conditions, the visitors of the website agree to be presented with similar advertising banners and links to other websites;
- to terminate without notice the access to the content of the site and the services offered through it, in case of systematic or gross violation of these General Terms and Conditions or at its own discretion;
 - to suspend access to announcements and messages published in violation of these General Terms and Conditions;
- is entitled to compensation for all damages, including those in connection with claims



made by third parties caused by a culpable violation of these General Terms and Conditions

XII. LIMITATION OF LIABILITY

1. The Parties agree that the Provider is not responsible for:
 - the rights and obligations of Contractors and Customers under the contract concluded between them for the award of contracts and provision of services;
 - damages caused to the software and hardware of the site visitors as a result of the services provided by the Provider;
 - other damages caused by the use of the services provided through the site, except for gross negligence or intent on the part of the Provider or its employee.

XIII. INTELLECTUAL PROPERTY

1. By posting user content in any form on the Site, Contractors and Customers grant the Provider the non-exclusive right to use, record, store, distribute it publicly on the Internet, including offering access to Address an unlimited number of persons to it in a way that allows this access to be exercised from a place and time, individually selected by each of them, without remuneration for it and without territorial restrictions (for the whole world). This right is granted for the time for which the user content is located on the site, as well as for a reasonable period after its removal or deletion.
2. In the event that the provided user content includes intellectual property objects, the Contractors and the Clients declare that they are the holders of the respective intellectual property rights over them or have the right to use the respective materials in the manner specified in these General Terms, including the right to sublicense the use of the relevant materials, having acquired this right on a legal, contractual or other legal basis, and that the placement of this content on the site and its use in accordance with these General Terms does not infringe intellectual property rights, personal or other rights of third parties.
3. When using the Services, subject to these General Terms, the Contractors and the Clients have access to various content and resources, which are subject to copyright or other intellectual property rights of the Provider, other users or the respective persons. Contractors and Customers have access to the content for personal use in accordance with these General Terms and Conditions and may not use, record, store, reproduce, modify, adapt or publicly distribute intellectual property that has become available to them for use of the Services, unless it is insignificant information intended for personal use, provided that the legitimate interests of the authors or other holders of intellectual property rights are not unduly prejudiced if the copying or reproduction is carried out by non-commercial means and purpose, as well as in case the relevant content is provided by them or have received the explicit consent of the respective right holders.
4. Notwithstanding the above, the Contractors and the Clients have no right to remove the trademark and other intellectual property rights marks from the materials available to them, regardless of whether the holder of the respective rights is the Provider or another



user.

5. The Contractor and the Client are solely responsible for the legality of the User Content, which he publishes or makes available through the use of the services of the site, as well as for his actions in connection with its publication and the consequences of such publication.

6. The intellectual property rights over all objects of intellectual property - materials, databases and other resources located on the site, outside the user content located by the users of the site, are subject to protection under the Copyright and Related Rights Act and / or the Trademarks and Geographical Indications Act, belong to the Provider or to the respective indicated person, who has assigned the right to use the Provider and cannot be used in violation of the current legislation.

7. In the event that a user considers that his intellectual property rights have been infringed by another user, he shall notify the Provider in writing to the address of management specified in these General Terms and Conditions or by letter sent to the e-mail address specified for contact with the Provider. The notification shall contain a precise identification of the material alleged to have been published in infringement of intellectual property rights, an indication of the person or persons whose intellectual property rights have been infringed and the grounds on which those persons became holders of the relevant intellectual property rights. rights, as well as address and telephone number for contact with the user.

XIV. PERSONAL DATA

1. By accepting these General Terms and Conditions of Use, you consent the personal data provided by you to be processed by the Provider in compliance with the Personal Data Protection Act.

2. The provider undertakes to ensure the integrity of information containing personal data by providing the necessary technical and organizational measures to protect data from accidental or unlawful destruction or accidental loss, unauthorized access, alteration or dissemination, and other illegal forms of processing.

3. By accepting these General Terms and Conditions of Use, you consent to the personal data provided by you to be provided to third parties in the following cases:

- when you have personally submitted the data in the fields with public information;
- when the information containing personal data is provided to Clients or Contractors, for the purpose of communication between them, in connection with a sought or offered construction and repair service;
- when the information is requested by state bodies or officials authorized by law to request and collect information containing personal data and in compliance with the normatively established order;
- to provide statistical information about the site traffic to advertisers / advertising agencies, which keep statistics on the actions of visitors on their advertising banners and links;
- for the purposes of direct marketing.



XV. CHANGES IN THE GENERAL TERMS AND CONDITIONS

1. The Provider reserves the right to unilaterally change these General Terms and Conditions, and undertakes to inform consumers and recipients of services in an appropriate manner.
2. The changes under the preceding paragraph shall also bind the already registered Contractors and Clients who do not make an explicit request for termination of the registration and provision of services concluded with the Provider.

XVI. TERMINATION OF REGISTRATION AND PROVISION OF SERVICES

1. The Provider terminates without explicit notice access to the services provided through the site in case the user grossly or systematically violates these General Terms and Conditions of Use.
2. The registration and provision of services is also terminated in the following cases:
 - At the request of a Client or Contractor for termination of the contract;
 - The provider has ceased its activities.

XVII. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

1. The provisions of the current legislation of the Republic of Bulgaria shall apply to all issues not settled by these General Terms and Conditions.
2. All disputes between the parties shall be settled in a spirit of understanding and good will. In the event that no agreement is reached, all unresolved disputes arising out of or relating to the contract between the parties, including disputes arising out of or relating to its interpretation, invalidity, performance or termination, as well as disputes to fill gaps in the contract or its adaptation to new circumstances will be permitted by the court competent under the current Bulgarian legislation.

