

Terms of Use

The following sets forth the rules for the use of the website SOFICA-GROUP.COM and for the use of the resources and services available for all users of this website.

Legal Statement and Definitions

1. SOFICA-GROUP.COM (<http://www.sofica-group.com>) is a website - a virtual informational resource on the Internet owned by Sofica Group JSCo which presents Sofica's activities and services and offers the users the opportunity to use various services and resources.
2. Sofica Group JSCo ("Sofica") is a company duly incorporated and existing under the laws of the Republic of Bulgaria, registered under the VAT Act, UIC 131287574, with seat and registered address 36 Patriarh Evtimii Blvd., entr. 2, fl. 4, Sredetz District, Sofia, Bulgaria, with correspondence address: Business Park Sofia, 3rd Building, Sofia 1766, Bulgaria, tel.: (+359 2) 400 8500, fax: (+359 2) 400 8502, email info@sofica-group.com. Sofica administers and controls the website SOFICA-GROUP.COM and provides via this website the services and resources subject to the present Terms of Use.
3. User is any natural person who uses the website SOFICA-GROUP.COM.
4. Malicious action is any action or omission violating Internet ethics or causing damages to persons connected to the Internet or associated nets, as well as any actions that could be qualified as crimes or administrative offences according to the Bulgarian or other applicable legislation. The malicious actions include, without being limited to, the following: sending unsolicited communications (SPAM, JUNK MAIL), flooding, gaining access to resources by using somebody else's rights and passwords, using system imperfections for personal benefit or for gaining information (HACK), committing actions that could be qualified as industrial espionage or sabotage, damage or destruction of systems or information massifs (CRACK), sending systems for unauthorized distant control ("Trojan Horses") or causing installation of viruses, disturbance of the other user's normal work on the Internet and associated networks, etc.
5. Web page within the meaning of the present Terms of Use is a component and differentiated part of a website.
6. Information system/System is each particular device or combination of connected or similar devices, which in performance of certain program ensures or one of its components ensures an automated processing of the data.
7. Website is a distinct space on the Internet accessible by its unified address (URL) on a protocol HTTP, HTTPS or other standard protocol and consisting of files, programs, text, sound, picture, image or other materials and resources.

Conclusion and Validity of the Contract

8. By opening a web page, except the web page containing the present Terms of Use, clicking on a hyperlink on the home page of the website SOFICA-GROUP.COM the

User performs an electronic statement within the meaning of the Bulgarian Electronic Document and Electronic Signature Act and declares that he/she wishes to use the services and resources provided by Sofica through the website SOFICA-GROUP.COM, that he/she is acquainted with the present Terms of Use, accepts them and undertakes to observe them.

9. The contract is valid for Sofica and the User from the moment of the performance of the electronic statement under the previous paragraph until any termination of the use of the services and resources by the User through leaving the website SOFICA-GROUP.COM. At any new opening of the website, the User concludes a new contract with Sofica and the general terms of the contract are the Terms of Use valid at the moment of its conclusion. The Terms of Use are accessible on a prominent place on the website SOFICA-GROUP.COM.

Services and Regime for their Provision

10. Sofica provides to the User through the website SOFICA-GROUP.COM a complex of resources and services predefined as free and available on the web pages of SOFICA-GROUP.COM upon strict observance of the present Terms of Use by the User.
11. The computer and other technical equipment, the Internet access and the connection for the transmission of informational packages between the User and the web page necessary for the use of the website SOFICA-GROUP.COM are to be provided by the User him/herself. Sofica is not liable in cases where the User cannot access the services and resources because of the problems which are not under its control (hardware or software problems, problems regarding the Internet connection, etc.).
12. The number, the features and the regime for the provision of the services as well as all the resources available on the website SOFICA-GROUP.COM may be changed at any time by Sofica. Sofica is entitled to discontinue the provision of these services as well as to block the access to the website SOFICA-GROUP.COM at any time at its sole discretion.

Terms of Use

13. As far as the services provided by Sofica are various, permanently on the increase and subject to their improving and widening, as well as in accordance with the legislative changes that reflect upon the provided services, the present Terms of Use may be amended unilaterally at any time by Sofica. In the event of amendment of these Terms of Use, Sofica undertakes to notify the User by publishing a notice regarding the changes on the website SOFICA-GROUP.COM.

Rights and Obligations of Sofica

14. Sofica does not have the obligation and objective possibility to control the way in which the User uses the provided services and resources.
15. Sofica is entitled, but not obliged, to install cookies on the User's computers – small text files created by a web page through an Internet server and stored on the User's hard disk which create an opportunity for recovery of information concerning the User and tracking his/her actions.

16. Sofica may place hyperlinks to other web pages and resources and advertising banners on the website SOFICA-GROUP.COM for selling goods and rendering services by third parties, including hyperlinks and advertising banners to websites that Sofica does have any control on.

Rights and Obligations of the User

17. The User is obliged to observe the terms and conditions determined by Sofica regarding the regime for use of the services as well as regarding any other line of conduct determined by Sofica for the purposes of protection or improvement of the quality and the reliability of the services and resources.
18. When using the website SOFICA-GROUP.COM and the services and resources provided through this website the User is obliged:
 - to observe the Bulgarian legislation, present Terms of Use, Internet ethics, rules of morality and good faith;
 - not to offend any material or non-material rights of third parties, including intellectual property rights;
 - not to interfere in the proper functioning of the information system, including, but not only, not to perform access beyond his/her rights to access, to impede the availability, the reliability and the quality of services for other users, as well as not to use the services in any way that may cause denial of service;
 - not to extract through technical means or in a technical way resources from the databases on the website SOFICA-GROUP.COM or any part of such resources and in this way to create his/her own databases in an electronic or any other form;
 - not to perform malicious actions within the meaning of the present Terms of Use.

Intellectual Property

19. All intellectual property rights regarding the content on the website SOFICA-GROUP.COM are subject to protection pursuant to the Bulgarian Copyrights and Related Rights Act and are the sole property of Sofica or the referred third party granting the right to use these rights to Sofica and shall not be used in a way breaching the applicable law.
20. The user has not the right to copy or reproduce information or to use objects of intellectual property unless it is regarding non-substantial volume of content only for the purposes of personal and non-commercial use which does not prejudice the lawful interests of the authors or any other owners of intellectual property rights. Notwithstanding the above, the User may not remove any designation or information regarding the trademark or the possession of other kind of intellectual property rights over the available materials irrespective of whether the titular of the respective rights is Sofica or third party.

Liability

21. Sofica takes all the due care to keep the information available on SOFICA-GROUP.COM correct and up-to-date, but does not guarantee the authenticity and thoroughness of this information and does not commit to update this information within specific periods of time unless otherwise specified on the website SOFICA-GROUP.COM.
22. Sofica is not obliged and does not guarantee that the provided services and resources will satisfy the requirements of the User, neither that they will be uninterrupted, timely and secure. The use of the provided resources and services shall be entirely at the User's risk and liability. Sofica shall not be liable for the potential damages caused to the User during the use of the website SOFICA-GROUP.COM, unless they have been caused deliberately or by the gross negligence of Sofica.
23. Sofica shall not be liable for damages caused on the software, hardware or the telecommunication devices neither for the loss of data arisen from any materials or resources, searched, uploaded nor used in any way through the medium of the provided services and resources.
24. As far as Sofica does not have the objective ability and the obligation to control the web pages and the resources available through the hyperlinks or advertising banners in SOFICA-GROUP.COM or through the use of the services, Sofica shall not be liable for the illegal nature of the content and the materials in such web pages or resources. Sofica shall not be liable for any damages or losses as a result of the use, access or lack of authentication of such materials or content.
25. Sofica shall not be liable for the availability or the quality of the goods and the content of the services brought to the attention of the User through hyperlinks, advertising banners or announcements for selling third parties' goods and provision of services published in SOFICA-GROUP.COM. As far as the actions of those third parties are not under Sofica's control, Sofica shall not be liable for the illegal nature of their activities or for the beginning, guaranteeing, performance, alternation or termination of any obligations undertaken with respect to the goods and services offered by third parties, and shall not be liable for damages or losses occurred from these relations.
26. Sofica shall not be liable for non-provision of access to the services and resources in the website SOFICA-GROUP.COM if circumstances out of Sofica's control occur - cases of force majeure, chance events, Internet problems and problems with the provision of the services out of Sofica's control and cases of unauthorized access or intervention in the functioning of the system or server.
27. Sofica shall not be liable for non-provision of access to the services and the resources in SOFICA-GROUP.COM or for their provision with worse quality as a result of tests performed by Sofica with respect to the examination of the equipment, connections, networks and others as well as tests for the purposes of improvement and optimization of the services provided.
28. The User shall indemnify Sofica and any third party for any incurred damages or losses, including paid fines, attorney's fees and other costs resulting from filed claims and/or from paid indemnifications to third parties, arising out of any breach of User's obligations pursuant to Bulgarian legislation, applicable foreign laws, present Terms

of Use, Internet ethics, good faith or other applicable law during the use of the services and resources provided through SOFICA-GROUP.COM.

Other Provisions

29. The written form shall be considered observed with sending an e-mail, clicking on a virtual button in a web page with content filled in or chosen by the User, clicking on a check-box on the website SOFICA-GROUP.COM or such like, as far as the statement is technically stored in a way that allows it to be reproduced.
30. The parties agree that in case some of the clauses of the present Terms of Use are found to be invalid, this shall not entail invalidity of the contract, its clauses or other parts of the contract. The invalid clause shall be substituted by the imperative rules of the applicable law or established practice.
31. For all matters not explicitly provided for by the present Terms of Use, the provisions of the Bulgarian legislation presently in force shall apply.

The present Terms of Use have been adopted by the Board of Directors of Sofica Group PLC on 19 October 2009 and enter into effect as of 02 November 2009