

GENERAL TERMS AND CONDITIONS OF INSIGHT EVENTS LTD FOR THE USE OF PINEVENTO MOBILE APPLICATION

I. General Terms and Conditions

1.1. Everywhere in these General Terms and Conditions, the words and expressions, including when they are used with the article and/or used in the plural, shall have the meanings set forth in Section III below.

1.2. These General Terms and Conditions shall regulate the rules for the use of Pinevento mobile application, as well as the Services provided through it.

1.3. The General Terms and Conditions shall apply automatically to all contracts with persons using the mobile application.

1.4. Insight Events Ltd shall ensure that the General Terms and Conditions are public, accessible and up-to-date by publishing them in the application.

II. Service Provider Information and Contacts

Trade name (company name): Insight Events Ltd

Unique Identification Code (UIC): 203679487 VAT No.: BG203679487

Seat and registered office: Sofia, Ovcha Kupel residential area, bl. 430, office 41

Contact telephone number: 0888311802

E-mail: hello@pinevento.com

Hereinafter referred to in these General Terms and Conditions as “Provider” or “Insight Events”:

(a) is the copyright holder of Pinevento mobile application.

(b) is the Personal Data controller within the meaning of the applicable legislation.

III. Definitions

“Mobile Application” shall mean a computer programme designed to operate on mobile devices.

“General Terms and Conditions” shall mean these General Terms and Conditions and their annexes, as well as any subsequent amendments thereto, which are published in Pinevento mobile application;

“User” shall mean any natural person who uses the mobile application and the Services and resources provided through it;

“User Content” shall mean any data, information, photographs, text, which are available to the User on the mobile application;

“User Profile” shall mean a separate part in the mobile application, containing Personal data about the User and user content provided by him/her upon his/her registration, and stored by the Provider.

“Service/s” shall mean provision of access to and use of the functionalities of the mobile application, including creation and use of a user profile and access to information about merchants, commercial sites and promotions.

“Commercial Communications” shall mean advertising or other communications directly or indirectly representing the goods, Services or reputation of a person engaged in a commercial or craft activity or exercising a regulated profession.

“Third Parties” shall mean natural or legal persons registered as merchants and carrying out commercial activity, who can offer Users through the mobile application (upon their explicit consent that their data could be used for direct marketing) information about the goods and Services they offer.

“Push-notifications” shall mean advertising or other type of message or referral sent to users by the third-party merchants through the mobile application.

“Geolocation” shall mean the ability to obtain the User’s location using a global satellite positioning service GPSQ GLONASS or another method - WiFi, Bluetooth. The geolocation service functions when the corresponding module is available and activated in the User’s mobile device and geolocation is enabled for the mobile application.

“Barcode” shall mean a matrix of black and white elements, encoding symbolic data in a machine-readable format, which, by scanning with the camera of the mobile device, refer to certain content.

“Personal Data” shall mean data such as: mobile telephone number, name, surname, e-mail, etc., which are provided by the User.

IV. Subject Matter and Scope of the Contract

4.1. Pinevento mobile application shall provide access to the online platform integrated with it, designed for online client event management. The application is developed for each of the 3 most popular mobile operating systems - iOS (Apple) and Android (Google), Huawei. The purpose of the mobile application is to provide an ability to manage congresses and events.

4.2. Downloading Pinevento mobile application is free of charge. Its use by event organizers shall be subject to a fee.

V. Conclusion of the Contract

5.1. The contract between the parties shall take effect from the time of reaching an agreement, namely after the registration and/or activation of the application, which requires the explicit acceptance and consent to these General Terms and Conditions and the Provider’s Privacy Policy.

5.2. The contract shall be concluded in the Bulgarian language and these General Terms and Conditions shall constitute its full text.

5.3. The contract shall be valid for an indefinite period with a starting date – the date of registration of the User in the mobile application until the termination of the contract in accordance with the procedure provided for in these General Terms and Conditions.

VI. Username and Password. User Profile

6.1. Through registration, a personal User Profile shall be created for each individual User, by means of which the User can use the Services mentioned in the application.

6.2. Every User can receive Commercial Messages through his/her User Profile, if he/she has agreed to his/her data being used for direct marketing – the so-called Push notifications.

6.3. When registering, the User shall specify Personal Data, as mentioned in Section III, and if this information is not provided, the Provider shall refuse to complete the registration. The Provider shall not be obliged to check and shall not be responsible for the matching of names with telephone numbers, for 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 trademark , or other intellectual property rights.

6.4. Each User may have only one active User Profile from one electronic mailbox.

6.5. The Provider shall use the following measures to detect and correct errors and for technical protection of digital content: SSL encryption, secure data exchange protocols such as HTTPS, SSH, etc.

6.6. The User shall not be entitled to create a User Profile under a fictitious name, another person’s mobile number or a combination of his/her name with another

person's mobile number. The Provider may refuse the registration of a person, being informed that the person provides false or another person's data.

VII. Rights and Obligations of the User

7.1. The User shall provide himself/herself with end devices for Internet access and relevant software applications, as well as with Internet access (Internet access shall be a paid service for which the User will owe money amounts to the relevant Internet provider), necessary for the use of the Services provided by the Provider.

7.2. The User shall have a right to access to the Services provided through the mobile application, subject to the conditions and access requirements set by the Provider.

7.3. Every registered User shall have a right to access to his/her User Profile through his/her e-mail and names.

7.4. When using the Services provided by the Provider, the User shall not upload to the application platform, place on a server under the control of the Provider, and disclose in any way to third parties User Content – information, data, text, messages, as well as any other materials or electronic references to materials, contrary to the Bulgarian legislation, applicable foreign laws, these General Terms and Conditions, Internet ethics, rules of morality and good manners, as well as any confidential information or content which is subject to third-party intellectual property rights, except with the consent of the holder of the relevant personal data or of the respective right;

7.5. When using the Services provided by the Provider, the User shall:

a. not perform malicious actions within the meaning of these General Terms and Conditions, namely actions or inactions violating Internet ethics or causing harm to persons connected to the Internet or associated networks, including, but not limited to, sending unsolicited mail (SPAM, JUNK MAIL), flooding channels (FLOOD), gaining access to resources with another person's rights and passwords, using flaws in the systems for personal gain or obtaining information (HACK), performing actions that can be qualified as industrial espionage or sabotage, damaging or destroying systems or information arrays (CRACK), sending "Trojan horses" or causing the installation of viruses or remote control systems, disturbing the normal operation of other users of Internet and associated networks, and shall not perform any actions that can be qualified as a crime or an administrative violation under Bulgarian law or under any other applicable law.

b. notify immediately the Provider of any case of committed or detected violation when using the Services;

c. not claim to be another person;

d. not use methods leading to the forced loading of content unwanted by Internet users ("pop-up", "blind link" and the like).

7.6. The User shall be entitled at any time at his/her own discretion to terminate the use of the Services provided by the Provider by terminating his/her registration. From the time of terminating the registration, the contract between the parties shall be deemed automatically terminated, and the Provider shall suspend the access of the respective User to his/her User Profile and shall be entitled to suspend the access and delete from the servers under its control all User Content placed by the relevant User. Deleting the mobile application from the relevant mobile device does not terminate the contract between the parties. The User shall keep his/her User Profile and can use the Services of the mobile application from another mobile device.

7.7. The User may access and use any content published in the mobile application, including User Content, solely for personal non-commercial use and subject to the requirements of these General Terms and Conditions.

7.8. The User shall not carry out and shall not attempt to gain unauthorized access to the Services provided by the mobile application by intercepting and using Personal Data and mobile numbers of another person or any other methods; shall not evade, damage or otherwise disrupt the normal operation of technical or software modules of the mobile application that prevent or limit access to another person's electronic mailboxes, administrative panels, computer systems and networks related to the Services provided.

VIII. Rights and Obligations of the Provider

8.1. The Provider shall not be responsible for the User's purposes and activity in relation to the use of the Services, as well as for the type and nature of the User Content. The Provider shall not be obliged to monitor the information stored on the servers under its control or made available when providing the Services, nor to look for facts and circumstances indicating the performance of illegal activity by the User through the use of the Services.

8.2. The Provider shall be entitled to place on each of the pages of the mobile application, including in the User Profiles, electronic references, advertising banners and other forms of advertising for goods and Services offered by it or by third-party merchants, as well as electronic references and advertising banners pointing to applications beyond the Provider's control. The Provider shall not be responsible for the content, authenticity and legality of similar Internet pages or resources and of Services or resources that have become known to the User when using the Services of the mobile application.

8.3. Provided that the User has given consent for his/her personal data to be used for direct marketing, the Provider shall be entitled to send him/her commercial messages in order to offer information and advertisements about goods and Services offered by the Third-Party Merchants, to make inquiries on various issues, to conduct surveys, etc.

8.4. The Provider shall be entitled, but not obliged, at its discretion and without warning, to suspend access to and/or remove User Content when it contradicts the requirements set forth in these General Terms and Conditions.

8.5. The Provider shall not be obliged to suspend access to and/or remove User Content published in the mobile application at the request of the User who published it.

8.6. The Provider shall reserve the right to suspend temporarily or permanently the provision of specific Services available through the mobile application.

8.7. The Provider shall be entitled to stop, limit or change the Services for the User, as well as to refer to the competent state authorities, if the User's behaviour violates the provisions of the current Bulgarian legislation, these General Terms and Conditions or the rights and legitimate interests of third parties.

8.9. The Provider shall be entitled to process and store the information and Personal Data submitted to it by the User during the term of the contract, as well as for a period of five years after its termination.

8.8. Upon receipt of an order by competent state authorities regarding User Content, the Provider shall be entitled, without prior warning, to suspend access to such User Content or to take other actions in accordance with the order received. In such cases, the Provider shall be entitled to terminate the User's registration, stop providing the User with the Services and delete from the servers under its control all User Content placed by the User. The contract with the User shall be

deemed automatically terminated from the date of termination of the User's registration.

8.9. In the above cases, the Provider shall not be responsible for any damage and lost benefit sustained by the User or third parties, which occurred as a result of the suspension, modification or limitation of the Services, the termination of the contract or provision of information or execution of orders of the competent state authorities.

IX. Termination of the Contract

9.1. The Contract between the Provider and the Users shall be terminated:

a. with the termination of the registration by the relevant User according to the instructions of the application. Termination of the User's registration can be carried out unilaterally by the Provider in case of bad faith in the use of the mobile application by the User.

b. in other cases provided for in these General Terms and Conditions;

c. with the discontinuation of the Provider's activity or termination of the maintenance of the mobile application;

d. in other cases provided for by law;

9.2. In the event of termination of the contract between the parties for any reason, the Provider shall be entitled to suspend immediately the access of the relevant User to his/her User Profile, terminate his/her registration and delete from the servers under its control all User Content placed by the User, complying with the requirements of the applicable legislation. In case of termination of the contract, the Provider shall not be responsible for any damage and lost benefit sustained by the User or third parties, which have occurred as a result of the suspension of the User's access to his/her User Profile, the deletion from the servers under the Provider's control the User Content placed by the User.

9.3. By uninstalling the mobile application from the relevant mobile device, the contract between the parties shall not be terminated. The User shall keep his/her User Profile and will be able to use it from another mobile device or when reinstalling the application.

X. Changes to the General Terms and Conditions

10.1. The General Terms and Conditions may be updated and changed at any time by the Provider without the need for special notification to the User. The Provider shall inform the Users about all changes by publishing the relevant information in the mobile application. The Provider shall not be responsible in the event that the User has not familiarized himself/herself with subsequent updates of the General Terms and Conditions published in the application, which shall, unless otherwise stated, come into force from the day of their publication in the mobile application. In case of disagreement with specific changes in the General Terms and Conditions by a User, the latter shall have the opportunity to express this disagreement by sending a message to the Provider that he/she rejects the changes and this will lead to the automatic termination of the contract between the User and the Provider for the use of the Services provided through the mobile application. The Provider shall provide its Users with full access to the General Terms and Conditions in the menu Settings, section General Terms and Conditions in the mobile application.

XI. Liability and Indemnities

11.1 The Provider shall take care to provide the User with an opportunity for normal use of the Services, but insofar as their provision is free of charge, it has no

obligation and does not guarantee that they will satisfy the User's requirements, nor that they will be continuous or timely. The Provider makes no warranty regarding the availability, accuracy, reliability, functionality or content of the application.

11.2 The Provider shall not be liable for any interruption or deterioration of the quality of the Services in the event of circumstances beyond its control – in cases of force majeure within the meaning of the Commercial Act, accidental events, problems in the global Internet network and in the provision of Services beyond the control of the Provider, problems due to the User's equipment, as well as in case of unregulated access or intervention of third parties in the functioning of the information system or servers under the the Provider's control. The Provider shall not be responsible for any damage caused to the Users by the above circumstances.

11.3 The Provider shall not be liable towards the User and third parties for any sustained damage and lost benefit that occurred as a result of termination, suspension, change or limitation of the provision of any of the Services provided by the Provider, as well as for the deletion, return, non-receipt, modification, loss, unreliability, inaccuracy or incompleteness of messages, materials or information used, recorded or made available through the mobile application.

11.4 The parties assume that the Provider shall not be liable for non-providing the Services or providing them with reduced quality as a result of tests carried out by the Provider for the purpose of checking the equipment, connections, networks, etc., as well as tests aimed at improving or optimizing the provided Services.

XII. Personal Data Protection and Privacy

To all matters relating to the processing of personal data by the Provider (as a personal data controller under the applicable law), the Privacy Policy of Insight Events shall apply, being available at the following e-mail address: <https://insight-events.bg/media/oxmewg0x/gdpr-bg.pdf>

XII. Other Provisions

12.1 Any disputes arising in relation to these General Terms and Conditions shall be resolved by mutual agreement between the parties, and if such agreement cannot be reached, by the competent Bulgarian court.

12.2 The provisions of the current legislation of the Republic of Bulgaria shall apply to all matters not regulated in these General Terms and Conditions.

12.3 All intellectual property rights, such as trademarks and copyright in materials, photographs, logos, images and the like, which are published in the mobile application, shall remain the property of the Provider. Any use of the application or its content, including copying or storing this content fully or partially, except for the User's personal, non-commercial use, shall be prohibited without permission from the Provider. Violators shall be subject to sanctions in accordance with the provisions of the Copyright and Neighbouring Rights Act and the Trademarks and Geographical Indications Act.

12.4 The electronic statements and messages provided for in these General Terms and Conditions shall be deemed validly made if made in the form of e-mail, pressing of a virtual button in the mobile application and the like, insofar as the statement is technically recorded in a way that makes its reproduction possible. By accepting these General Terms and Conditions and concluding a contract with each other, the parties express their agreement to consider that the electronic statements made between them are received upon their entry into the information infrastructure that the addressee has specified, without the need for explicit confirmation.

