

**GENERAL CONDITIONS FOR USE OF THE SERVICES ACCESSIBLE  
VIA THE WEBSITE WWW.NETERRA.TV  
effective as of 1st of August 2018**

This document contains the General Conditions for use of the information resources and services provided by NETERRA COMMUNICATIONS EOOD to Users on the website WWW.NETERRA.TV and establishes the relations between NETERRA COMMUNICATIONS EOOD and each one of the registered Users of the information services accessible via the Site (the 'Services').

1. Definitions

When implementing and interpreting these General Conditions, the terms and expressions used will have the following meaning:

1.1. Website/Site ('Website') is a virtual information resource, an independent place in the global Internet network, accessible via its uniform locator (URL) over HTTP, HTTPS or another standardized protocol and containing files, programs, texts, sound, picture, image or other materials and resources;

1.2. neterra.tv (the 'Site') is a website enabling Users to use the Services, subject to these General Conditions;

1.3. NETERRA COMMUNICATIONS EOOD (hereinafter the 'Provider') is a commercial company registered with the Commercial registry at the Registry Agency in Bulgaria, having its registered address at: Sofia 1784, 3, Grigoriy Gorbatenko blvd., having an unified identification code (UIC)200829693, represented by Neven Dilkov, providing the Services, subject to these General Conditions, via the website [www.neterra.tv](http://www.neterra.tv) administered by it.

1.4. User is any person that following registration uses the services of the Provider described in these General Conditions and provided via the Site;

1.5. User Profile is an independent part of the Site containing information about the User required by the Provider upon the registration and kept with it, while the access to the User Profile is carried out by the User by entering a user name and password. The User Profile enables the User to use the Services of the Site, to terminate the use of the Services, to change his password, etc.;

1.6. Malicious Actions are actions or inactions violating the Internet ethics or causing damages to persons connected to the Internet or associated networks, sending undesired mail (SPAM, JUNK MAIL), overflowing the channels (FLOOD), obtaining access to resources with someone else's rights and passwords, using system imperfections for the purpose of personal profit or obtaining information (HACK), carrying out actions which may be defined as industrial espionage or sabotage, damaging or destroying systems or data sets (CRACK), sending or invoking 'Trojan horses' (unauthorized remote control systems) or causing installation of viruses, disturbing the normal work of the remaining users of the Internet and associated networks, carrying out any actions which may be defined as a crime or administrative violation under the Bulgarian law or other applicable law;

1.7. 'Media Product/Program' is an aggregate of broadcasts: films or a separate part of the program of a licensed and/or registered radio and/or television operator distinguished by

the other such in its authorship, content and/or audiovisual realization; for example, the Evening News;

1.8. 'Broadcast' is any recorded episode, any material of a given Media Product, for example, the Evening News of 28.02.2006.

1.9. 'Media' are licensed and/or registered television operators or other holders of Internet broadcast rights with respect to television channels, television programs, films and other Media Products. The Media unites separate Programs/Media Products;

1.10. 'Broadcast Methods': There are three broadcast methods of the Media Products in Neterra.tv: direct (live) broadcast, topical programs and Pay-per-view library. All Media Products are accessible to the User in one or several of these broadcast methods;

1.11. The list of television programs is a list with the names of the television programs included in the price package; it is published on the website of the Provider.

## 2. Subject Matter of the General Conditions

2.1. The Provider provides to the User via the Site the Services under Article 3 and Article 10, in line and strict compliance on the part of the User with the requirements set out in these General Conditions. The Provider preserves his right to unilaterally develop and offer new services or to discontinue the provision of part or of all Services, while in the latter case the conditions of Article 16 are applied.

2.2. The provision of the Services on the part of the Provider does not include ensuring computer and telecommunications equipment. The Provider is not liable in case the User cannot establish access by reason of problems beyond the Provider's control (a hardware or software problem, problem with Internet connectivity, etc.)

2.3. The services provided by no means transfer and allow the exercise by the User or by third parties of any intellectual property rights on the Media Products and the elements thereof: subject matter of the services.

## 3. Types of Provided Services

3.1. Via the Site, the Provider provides wirelessly or over a cable (depending on the technology used for Internet access) access to an unlimited number of persons to Media Products and their editions or to parts thereof in a manner allowing this access to be established from a location and at a time individually selected by each User. The Media Products and their editions may be television and radio programs, news bulletins, films, video clips, etc.

3.2. The Services include only and solely provision of a possibility for one-time visual and/or auditory perception of specific broadcasts/the ordered Media Product and its editions in the Internet. The broadcast of the products is done with the help of a streaming server, in real-time or on a recording contained in the database and retrieved when necessary.

3.3. Services are also other resources and products provided by the Provider against payment, subject to continuous development and supplement. The specific services, prices and conditions of the provision thereof are set out on the respective pages of the Site.

## 4. Acceptance of the General Conditions

4.1. The General Conditions are published in a visible place on the Site and are made

available to every User.

4.2. Upon his initial registration on the Site, the User agrees to the General Conditions by making an electronic statement within the meaning of the Electronic Document and Electronic Trust Services Act, whereby he declares that he is familiar with these General Conditions, accepts them and undertakes to comply with them. Upon registration of an underage person, the same also declares the consent of his parents or guardians to the General Conditions. In the cases of registration of a person under 18 years of age, the statement of consent to the General Conditions is made by a parent or guardian of the same.

4.3. In case of a dispute about which person has expressed a will to bind himself with the text of these General Conditions, a party thereto shall be considered to be the person in whose name the Services have been paid (in case of paid services) or the person that has predominantly used the Services (in case of free use of the services).

## 5. Amendment of the General Conditions

5.1. Insofar as the Services provided by the Provider are varied and continuously supplemented and modified with a view to their improvement and expansion, as well as in relation to legislative changes that reflect on the provided services, the General Conditions may be amended, superseded or withdrawn unilaterally by the Provider.

5.2. When effecting changes in the General Conditions, the Provider publishes in a visible place on the Site a communication of the amendment of the General Conditions, as well as the text of the amendments for the duration of at least thirty days in succession before changes enter into force. Users are deemed informed of the changes as of the date of their publication as specified above. When the changes in the General Conditions are initiated by the Provider, each User may terminate its individual agreement without sanction in one month term since the amendments have entered into force and to be reimbursed with an amount of money which is proportional to the prepaid and unused sum of money. This is not applicable when the amendments of the General Conditions are in favour of the User, do not concern services used by the User or the changes are due to the applicable legislation or act of a competent authority.

## 6. Registration for Use of the Services

6.1. The User's access to the services on the Site and their use takes place after registration.

6.2. The User registers by specifying a user name, password, e-mail and enters personal data set out on the relevant pages of the Site. The User is obliged to identify himself with his real name. If the user name is not busy, the User receives the user name and password that he has requested. In case the chosen user name is already busy, the User should choose another such, which is unique and has not been registered by another User.

6.3. The user name with which the User has registered does not give him any other rights except for the right of the first that has requested a specific user name within the computer information system of the Provider. The Provider does not verify and is not liable for the veracity of the user name, for the fact whether it affects the rights of third parties and, in particular, the right to a name or other personal rights, right to a trade name (company name), right to a trade mark or other intellectual property rights.

6.4. The User is fully responsible for the protection of his user name and password, as well as for all actions that are carried out by him or by a third party by using his user name or

password. The User is obliged not to make available to third parties his password and to forthwith notify the Provider in case of an effected unauthorized access, as well as in case of any likelihood of such.

## 7. Entry into the Agreement

7.1. With a view to effecting the registration and expressing consent to the General Conditions by the User, a Framework Agreement is entered into between the Parties for use of the Services (the 'Agreement'). The Agreement takes effect and is considered to be entered into as of the time of reaching an agreement objectified in the manner set out in Article 4.2. On the basis of the Agreement entered into, the User has the right to request by application the activation of separate Services.

7.2. After entering into the Agreement, the Provider forthwith sends to the User an e-mail containing: Provider's name and address; available information characterizing the provided Services (access plans, prices, schemes and methods of payment, etc.); conditions for termination of the Agreement; possibility for the User to cancel the Agreement, etc.

7.3. The first seven days of the entry into the Agreement are considered to be a test period.

7.4. The User is entitled without owing compensation or a penalty and without indicating a reason to cancel the Agreement within 7 business days of its entry into. The statement of cancellation should be forwarded to the Provider via the respective electronic form on the Site, via e-mail or by fax. With the receipt of the statement, the Agreement is considered to be cancelled and the User's registration and his User Profile are deleted.

## 8. Requests to Use Specific Services and Schemes of Their Payment

8.1. In order to use each paid Service on the Site, the User should forward to the Provider a request form for use of a specific Service (the "Request") and to pay a certain price. The Request is objectified by means of an electronic statement within the meaning of the Electronic Document and Electronic Trust Services Act, which has the meaning of explicit consent to commence the provision of the paid Service. The electronic statement under the previous sentence is made by entering a user name and password and pressing the respective duly marked buttons to generate and send the Request. The Request contains data individualizing the person paying the Service, the specific Service, its price, as well as the method of payment selected by the User.

8.2. Any provision of Services under the Pay per view scheme commences after payment by the Provider of the price indicated on the Site, whereby the User finishes the respective Request for activation of the respective Service on the basis of the Agreement entered into. With the receipt of the payment by the Provider, the Request is considered to be accepted, takes effect and becomes an integral part of the Agreement. Each specific Request is terminated automatically with the consumption of the specific Service. In the case that during the test period under Article 7.3 the Service is provided under the procedure of this paragraph, no recovery of the paid amounts is due to the User.

8.3. The User may request that the use and payment of certain Services should be made by means of payment of a monthly or annual subscription to a subscription plan selected by him. The separate subscription plans, volume of Services included therein and the prices thereof are set out on the respective pages on the Site and in the Price List of the Provider. In the case of subscription, the User pays the subscription price prior to the start of the respective period.

8.4. The User may prepay to the Provider an amount for the use of various Services for a

future period of up to 1 year, which amount will be set aside as a separate account of the specific User. The price of each requested Service is deducted automatically from the account until exhaustion of the funds on it. All prepaid amounts unutilized until expiry of 1 year of the date of the payment thereof remain for the Provider and are not subject to a refund. The User is able at any time to keep track of the balance on his account in his User Profile.

8.5. The Provider undertakes to activate the respective Service within 24 hours after receipt of the payment of the respective price and after establishing exact data about the identity of the User that has made the payment, and in the case of a prepaid amount, after receipt of the Request.

8.6. The User may subscribe to the Recurring Payment Solution (system for automatic deduction) via registered credit card according to the requirements on the Provider' Internet site. The Provider shall not process any data regarding the registered end user's credit cards.

8.6.1. Upon the expiration of the respective payment period, the User' credit card automatically deducts a subsequent fee due according to the subscription plan specified in the user' profile. The rule under the previous sentence does not apply if, until the expiration of the respective payment period, the contract has been terminated or the User has discarded from such subsequent deduction henceforth. In this case, the provision of the Service shall be terminated with the expiration of the current payment period and shall be restored if the User chooses a new subscription plan or other payment method.

8.6.2. At any time the User shall has the right to unsubscribe from the Recurring Payment Solution and to switch to another payment method according to the requirements on the Provider' Internet site. The payments already made through the automatic payment system shall not be refunded to the User.

## 9. List of television programs

9.1. The list containing the names of the television programs included in the price package is published on the Provider's website. The list of the television programs, active as of the date of sending the Request under Article 8 shall be effective for the entire period of the pre-paid use of the services.

9.2. Upon any changes in the list of television programs, the Provider shall publish on a visible place on the website a message regarding the changes.

9.3. Upon removal of television programs from the List, the Provider shall notify the User through an electronic letter (e-mail), sent to an address provided by the User or through a short text message (sms). The user shall be considered to be notified for changes in the List as of the day of sending the message.

9.4. Within one month from notification for removal of a television program from the List, the User is entitled to terminate his individual Agreement under the conditions of art. 16.6 and to receive back a sum, which is proportionate to the prepaid services which have not been used.

## 10. Prices and Methods of Payment

10.1. With each Request for a Service, the User pays the price of the Service selected by him under the payment schemes under Article 8 in one of the following ways in accordance with the instructions set out on the Site:

10.1.1. by a credit card,

10.1.2. through the system ePay.bg and BORIKA,

10.1.3. through the system PayPal, ebg.bg, Easypay,

10.1.4. purchase of a subscription plan by way of SMS (this service is only reachable by Bulgarian mobile operators and within the geographical territory of Bulgaria),

10.1.5. in another way indicated on the Site of the Provider.

10.2. The prices for the separate Services and subscription plans are duly and comprehensively described and indicated at the respective places on the Site and are included in the Price List of the Services provided.

10.3. The prices of some or of all Services are subject to unilateral updating by the Provider. The Provider may unilaterally change the Price List of the Services provided. The new prices take effect as of the time indicated by the Provider. Upon payment, the current price as at the later of the two times: of filing a Request under Article 8 or of payment of the requested Service, in the case that such does not follow forthwith, is applied.

10.4. A subsequent change in the prices does not affect the rights of a User who has already paid the price under the pay per view schemes or by subscription.

## 11. Intellectual Property

11.1. The intellectual property rights on all materials and resources placed on the Site are subject to protection under the Copyright and Related Rights Act, belong to the Provider or the respective indicated person that has ceded the right of use and/or distribution to the Provider and cannot be used in violation of the effective legislation.

11.2. The User of the Services is not entitled to use, keep, record, distribute, reproduce, publish, broadcast, copy, re-record, download, transmit, re-transmit or carry out any other acts with which he may infringe upon any property and non-property rights and interests of the Provider and of the holder of the copyright and related rights on the Media Products and their broadcasts, subject to the Services.

11.3. The User is not entitled to use any technical means and software products in order to carry out the acts prohibited under the previous item.

11.4. In the case that the User does not comply with some of the provisions of this Article 10, he owes the Provider a penalty amounting to EUR 10,000 (ten thousand Euro), together with compensation for all sustained damages and lost profit above the amount of the penalty, which are a direct and immediate consequence of the non-performance of the obligations under the previous paragraphs on the part of the User, including for incurred legal expenses and paid lawyer's fees.

11.5. In the case that the User wishes to issue a warning about an established violation of intellectual property rights related to the content published on the Site (Media Products, publications, other materials), the complaint should be submitted at the following address:

*Malincho International & NETERRA COMMUNICATIONS EOOD*  
2547 Fire Rd Suite H8  
Egg Harbor Township,  
NJ 08234-5649, US  
*malincho@malincho.com*  
Toll free: 1-866-203-3525  
(609) 677 6090  
(609) 677 6091

*NETERRA COMMUNICATIONS EOOD*  
*20A, Andrey Saharov Blvd., Mladost 1 district*  
*2nd floor,*  
*1784, Sofia*  
*Tel.: +359 2 975 1616, fax: +359 2 975 3436*  
*E-mail: [legal@neterra.net](mailto:legal@neterra.net)*

The notification of the alleged violation must be in writing and have at least the following content:

- 11.5.1. Signature (including qualified electronic signature) of the person or a duly authorized representative of the person: holder of the allegedly violated right;
- 11.5.2. Power of attorney in the case that the notification has been sent through a proxy;
- 11.5.3. Specific indication of the allegedly violated product (in the case of an alleged violation with respect to several products: a comprehensive list of all products);
- 11.5.4. Information relating to the products sufficient for NETERRA COMMUNICATIONS for their identification (for example, the title of the product, place on the Site where it is published, etc.);
- 11.5.5. Information sufficient for NETERRA COMMUNICATIONS to be able to contact the person filed the notification – such as full name, address, telephone and e-mail address;
- 11.5.6. Declaration of the person that has filed the notification that he believes in good faith that the use of the product in the described manner is not allowed by the copyright holder, his representatives and agents or by the law;
- 11.5.7. Declaration that the information in the notification is accurate and that the person that has filed it acts in the capacity as a holder of the allegedly violated right or his proper representative and, respectively, evidence attesting the property on the rights;
- 11.5.8. Statements about the specific actions requested to be taken by NETERRA COMMUNICATIONS in relation to the alleged violation (deletion, restriction of access, etc.)

## 12. Malicious Software

12.1. The User undertakes when using the Services provided by the Provider not to load, transfer, distribute or use in any way and not to make available to third parties software, computer programs, files, applications or other materials containing computer viruses, unauthorized remote control systems ('Trojan horses'), computer codes or materials designed to interrupt, obstruct, violate or restrict the normal functioning of computer hardware or software or the telecommunications equipment or having as an aim unauthorized penetration in or access to someone else's resources or software.

12.2. The User is not entitled to use software which conceals his geographical location.

12.3. Upon non-compliance with the requirements of this Article, the Provider is entitled to forthwith interrupt the access of the User to the Site, to delete from his server the relevant information or materials, as well as to compensation for all sustained damages and lost profit, which are a direct and immediate consequence of the non-performance of the obligations under this Article on the part of the User, including for incurred legal expenses and paid lawyer's fees.

## 13. Rights and Obligations of the Parties

13.1. The User agrees to adhere to the conditions established by the Provider in relation to the peculiarities of the Services with respect to the type and rules for provision. The User agrees that the future communication with the Provider may also be carried out via e-mail.

13.2. For each separate Service, the Provider establishes the conditions of provision described on the respective pages on the Site. When using the Services, the User should take into consideration these General Conditions as well as the specific conditions for provision of each Service.

13.3. The User undertakes when using the Site:

13.3.1. not to carry out malicious actions and not to provoke behaviour which would represent a crime or administrative violation or would lead to civil liability or would break a law in any other way.

13.3.2. to notify forthwith the Provider of any case of a committed or established violation when using the Services provided;

13.3.3. not to interfere knowingly or not in the proper operation of the system, including, but not limited to, not to violate or obstruct the availability, reliability or quality of the Services with respect to the rests of the Users;

13.3.4. not to restrict or prevent any other User from using the Services;

13.3.5. to notify forthwith the Provider if he thinks that the content of the Site or the Services provided violate an act or applicable law;

13.3.6. to notify forthwith the Provider if he thinks that the content of the Site is offensive for him or violates his rights or the rights of third parties;

13.4. The Provider may ensure that banners and hyperlinks are published on the Site referring to other Internet sites and resources. Insofar as the Provider does not have the objective possibility and obligation and does not control these Internet sites and resources, then the latter is not responsible with respect to the content and materials located on these Internet sites and resources. The Provider is not responsible for sustained damages and lost profit resulting in relation to the use, access or authenticity of these materials and content.

13.5. The Provider has the right (but not an obligation) to install on the User's computer cookies: small text files which are saved from the Internet page through the Internet server on the hard disk of the User and allow information for the User to be recovered by identifying him and allowing tracing of his actions, etc.

#### 14. Personal Data. Protection

14.1. The personal data, provided by Clients as well as the personal data generated by Neterra in the process of providing services and goods, shall be processed and stored in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). Detailed information regarding to the purposes and legal basis for the processing of personal data; categories of recipients of personal data; the period for which personal data are stored; the rights of data subjects regarding to processing of personal data concerning him or her; the application of data subjects' rights; contact details of the Data Protection Officer and any other information required by the General Data Protection Regulation is described at the Providers' *180425 Personal Data Protection Policy* available on the Company' website at [www.neterra.tv](http://www.neterra.tv).

14.2. The Provider may provide to the holders of rights on the Media Products provided via the Site only generalized information relating to the use of their products, while this information does not include personal data of the separate Users.

#### 15. Limitation of Liability

15.1. The Provider is not responsible for damages caused to the software, hardware or the telecommunications equipment or for loss of data arising from materials or resources requested, loaded or used in any way through the provided Services.

15.2. The Provider is not responsible for the non-provision of the Services upon occurrence of circumstances beyond his control: cases of force majeure, fortuitous events, problems in the worldwide web and in the provision of the Services beyond the control of the Provider as well as in case of unauthorized access or intervention of third parties in the functioning of the computer information system or the server. The parties accept that the Provider is not responsible for the non-provision of the Services or their provision with impaired quality in consequence of tests carried out by the Provider for the purpose of checking the equipment, connections, networks, etc., as well as tests intended to improve or optimize the Service provided.

15.3. By accepting these General Conditions, the User declares that he is aware of the possibility of unavailability of access to separate components of the Site or of possible interruptions, delay, damage in the hardware or software, as well as other type of obstructions in the establishing of the Internet connection to the Site which may arise irrespective of the care taken by the Provider. With this Agreement, the User declares that he will not claim any compensations from the Provider for lost profit, sustained damages or inconveniences in consequence of the occurrence of the interruptions or obstructions specified in the previous sentence of the Internet connection, including with respect to the capacity of the said connection.

15.4. The Provider does not guarantee that the Services provided gratuitously will be uninterrupted, timely, secure and free of errors, insofar as this is beyond the capacities, control and will of the Provider. The Provider is not responsible for problems related to the Services provided free of charge.

15.5. The Provider is not responsible to the User and third parties for sustained damages and lost profit occurring in consequence of the termination, interruption, change or restriction of the Services unless this non-performance is due to malicious intent or gross negligence of the Provider.

#### 16. Term of the Agreement. Termination and Refund

16.1. After expiry of the test period under Article 7.3, the Agreement between the parties is considered to be entered into for an indefinite period of time until its termination on the basis of the grounds set out below.

16.2. The Agreement may be terminated by mutual consent of the parties.

16.3. The User is entitled at any time at his discretion to cease the use of the Services and to terminate the Agreement for the future by forwarding a notice in writing to the Provider. In the case that the User renounces the use of the Services after expiry of the test period under Article 7.3, he cannot claim for a refund of already paid amounts.

16.4. Upon an established violation of a provision of the effective legislation or of these General Conditions, the Provider is entitled to cancel the Agreement with the User unilaterally by a 30-day notice without owing a refund of amounts paid by the User or other

compensation.

16.5. In the case of non-performance of the obligations under Article 11, Article 12 and Article 13.3, the Provider is entitled to break the Agreement with the User without a notice without owing a refund of amounts paid by the User or other compensation.

16.6. In the case that the User breaks the Agreement by reason of non-provision of the Services by the Provider because of malicious intent, gross negligence, discontinuance of the activities of the Provider or termination of the maintenance of the Site, all amounts previously paid by the User and not used by him are refunded to him.

#### 17. Written Form

The written form is considered to be observed by sending a message via e-mail, pressing an electronic button on a page with content which is filled in or selected by the User or ticking a field (check box) in the Site and other similar.

#### 18. Nullity

The parties declare that in the case some of the clauses under these General Conditions proves to be null and void, this will not entail nullity of the Agreement, of other clauses or its parts. The null and void clause will be superseded by the imperative norms of the law or the established practice.

#### 19. Governing Law. Dispute Resolution

To all cases not settled in these General Conditions, the provisions of the effective legislation of the republic of Bulgaria are applied. All disputes relating to these General Conditions, contract entered into on the basis thereof and their performance may be referred by the parties for resolution to the respective competent court.

By and on behalf of Neterra Communications EOOD: