

GENERAL TERMS AND CONDITIONS FOR PUBLISHING ADVERTISING ON THE WEBSITE OF "DIR.BG" AD

I. SUBJECT MATTER OF THE TERMS AND CONDITIONS

Art. 1. (1) These General Terms and Conditions regulate the conditions for publishing advertising materials on the website of "DIR.BG" AD, UIC 130243596 (hereinafter referred to as "DIR.BG" or "Media") - www.dir.bg (including the front page and subpages), as well as on all other websites and applications in the media group of "DIR.BG" AD, managed by "DIR.BG" AD or by commercial companies in which "DIR.BG" AD has a majority interest (unless other general terms and conditions are published or otherwise specified in the website or application itself), as well as in their respective profiles and channels in social networks (including, but not limited to - 3e-news.net, www.nasamnatam.com, greentransition.bg, maxsport.live, lostbulgaria.com, webreport.bg, realtimefuture.bg, etc.).

These General Terms and Conditions also regulate the terms and conditions for the conclusion and performance of contracts for the provision of advertising services or media services, to which DIR.BG AD or a commercial company in which DIR.BG AD has a majority interest is a party (unless other general terms and conditions are specified in the individual contracts).

Where these Terms and Conditions apply to a trading company in which DIR.BG plc has a majority interest, "DIR.BG" or "the Media" shall also mean that other trading company.

(2) The relations between the Media and its clients - advertisers, advertising and media agencies - shall be governed on the basis of an individual contract and these General Terms and Conditions. In the event of a discrepancy between these General Terms and Conditions and what is stipulated in the individual contract, what is agreed in the contract shall prevail. These General Terms and Conditions are also accepted by DIR COMMUNICATIONS Ltd, with UIC 204420205 and apply to the contracts concluded with clients by DIR COMMUNICATIONS Ltd for the publication of advertising materials on the website of DIR.BG AD. "DIR COMPANY S.A. has the rights of DIR.BG under these Terms and Conditions, and DIR.BG declares that it will benefit from the stipulations in its favour in the individual contracts concluded by DIR COMPANY S.A. with clients - advertisers, advertising and media agencies.

(3) In the event that no individual written contract has been signed between the Media and the Client at the date of the assignment of the publication of a specific advertising material, the Client (advertiser or agency) agrees and accepts these General Terms and Conditions and undertakes to comply with them. The confirmed by both parties advertising request - media plan has the force of an individual contract between the parties (DIR.BG and Client).

Art. 2. (1) These Terms and Conditions may be amended by DIR.BG unilaterally. Amendments to the General Terms and Conditions shall be published on the Media website.

(2) Unilateral amendments and supplements to the General Terms and Conditions under par. 1 shall have effect and bind the parties to an established contractual relationship when:

1. DIR.BG shall notify the Customer of the changes to the General Terms and Conditions by posting them on the website and/or by notification to the Customer by email or sent via another correspondence address of the Customer; and

2. The Customer has the opportunity to familiarize himself with the changes in the General Terms and Conditions within 7 days of publication. If within this period the Client does not send a written disagreement with the changes made, the amended and/or respectively supplemented General Terms and Conditions shall bind the Client and shall apply to the Client's relationship with the Media and with DIR Communications.

II. DEFINITIONS

Art. 3. In the application and interpretation of these General Terms and Conditions and the Individual Contract, the terms used shall have the following meanings:

Client - a natural or legal person - advertiser, advertising agency or media agency, who wishes to publish advertising, information or PR material on the website on commission for payment of remuneration for a certain period of time and is a party to the individual contract;

Advertising Material(s) - the form and manner of presentation of an advertiser's advertising content, message and/or publication, which shall be defined in the individual contract in accordance with these Terms and Conditions. The rules regarding advertising material also apply to PR publications and any other paid content;

Website - the website of DIR.BG - www.dir.bg, including the front page and subpages, respectively - all other websites and applications in the media group of DIR.BG AD, managed by DIR.BG AD or by commercial companies in which DIR.BG AD has a majority interest (unless other general terms and conditions are published or otherwise specified in the website or application itself).

A website is a distinct location on the World Wide Web that is accessible via its Uniform Resource Locator (URL) using HTTP, HTTPS or other standardized protocol and contains files, programs, text, sound, picture, image or other materials and resources.

URL - a standardized address of a resource, such as a document or website, on the World Wide Web or other space;

Banner - an advertisement on the global Internet network in the form of a graphic image of certain dimensions, which serves as a hyperlink to a website. The types of banners offered by DIR.BG and the technical characteristics of each type are listed on the website at: <https://company.dir.bg/>

Banner position - a separate place on the site, intended for placing advertising materials in the form of banners;

Electronic reference / link / hyperlink - a link identified in a specific Internet page that allows automated reference to another Internet page, information resource or object through standardized protocols;

Global Internet Network - a publicly accessible worldwide system of interconnected computer networks used to transfer data, files, programs, text, sound, picture, video, image or other materials and resources using HTTP, HTTPS or other standardized ;

Impression - any loading of advertising material through the information system for managing advertising positions;

Click - activation of an advertisement by the user through an automated referral from the respective banner-item or link;

Information system for management of advertising positions (Media advertising system) - a computer program by means of which the publication of advertising materials in the form of banners in a certain order, frequency and time of publication is provided and managed;

Net Media Revenue - is the revenue generated from publishing advertising material on the Site, less applicable discounts, value added tax and other taxes directly related to the revenue.

III. PUBLICATION OF THE PROMOTIONAL MATERIALS

REQUIREMENTS FOR PROMOTIONAL MATERIALS

Art. 4. (1) DIR.BG shall publish advertising materials on the website in accordance with its own editorial policy and concept, the terms and conditions set out in the individual contract and these General Terms and Conditions, against payment of a fee determined in accordance with the Tariff for the publication of advertising materials on the website of DIR.BG, available at: <https://company.dir.bg/advertising/prices>, valid on the date of the agreement of the media plan for the respective campaign.

(2) The Client shall provide the Media with the advertising materials for publication in ready form, prepared in accordance with the requirements of the Contract, these General Terms and Conditions and the technical requirements of DIR.BG.

(3) Copyright in all advertising materials - works or adaptations of works (including but not limited to audio-visual works, texts, images, etc.) created or produced by the Media or DIR COMMUNICATIONS belongs exclusively to the Media or DIR COMMUNICATIONS. In the individual contract entered into with the Client, the Media or DIR COMMUNICATIONS may assign to the Client the non-exclusive rights to use such works by specifying:

1. Description of specific works.
2. An exhaustive list of the places where the works may be published (broadcast) or shared and for which consent will be deemed to have been given by the Media or Dir Communications.
3. The time period in which the works can be published (broadcast) or shared.
4. Territory from which the works can be accessed. Unless otherwise specified in the specific contract/media plan, it will be assumed that they can be accessed from both Bulgaria and worldwide.
5. Amount of remuneration for the ceded right of use under the agreed parameters.

(4) The rights under the preceding paragraph shall be deemed ceded only on the condition that in any use of a work or part of a work, the Client designates the Media or DIR COMMUNICATIONS as the producer, respectively - as the author (or source) of the work in the usual manner.

ELECTRONIC CORRESPONDENCE

Art. 5. (1) When concluding an individual contract, the parties shall specify an electronic mail (e-mail) for correspondence in connection with the performance of the contract.

(2) The parties agree that messages and correspondence between them related to the assignment and publication of advertising materials on the site, including the sending and receiving of media plans, made electronically via the electronic mail (e-mail) specified by the parties shall be considered electronic documents, respectively electronic statements within the meaning of the Electronic Document and Electronic Certification Services Act, and the provisions of the law shall apply to their sending and receiving, unless the parties have agreed otherwise. The parties agree that if the letter/electronic statement originated from the e-mail of an employee and/or representative of the Customer, the letter contains a validly sent expression of intent by the Customer to the Media. The electronic statement of assignment by the Customer shall be deemed to have been received if Media acknowledges receipt through an employee.

ADVERTISING REQUEST

Art. 6. (1) All requests for advertising - media plans shall be sent to the Advertising Department of DIR.BG at the latest 1 (one) full working day before the campaign start date, except in the cases under Art. 9, para. 2 of the General Terms and Conditions. Confirmation of the request by DIR.BG shall be made by an employee of DIR.BG electronically to the correspondence e-mail.

The advertising request shall specify the name of the advertiser, the trademarks and/or goods and/or services to be advertised, and the duration of the campaign.

DIR.BG reserves the right to request confirmation of the advertisement request by the advertiser in other ways, for example by fax or signed media plan of the respective advertisement request.

The advertising requests - media plans confirmed by both parties are an integral part of the individual contract.

DIR.BG shall have the right not to accept a request for advertising, and the Media shall notify the Client of this within a reasonably short period after receipt of the request.

LEGALITY OF ADVERTISING MATERIALS

Art. 7. (1) The Client shall be responsible for the compliance of its advertising materials with all requirements of the Bulgarian legislation, applicable moral and ethical rules and good morals, as well as for the non-infringement of third party rights through the content of these materials, including - intellectual property rights.

(2) The Customer, warrants and represents in respect of the advertising material it makes available for publication that:

1. They are made in accordance with the Copyright and Related Rights Act (CRRA), the Trademarks and Geographical Indications Act (MGA), the Competition Protection Act (CPA), the Consumer Protection Act (CPA), the Health Act (HA), the Gambling Act (GAA), Act on Medicinal Products in Human Medicine (LPHM), National Ethical Rules for Advertising and Commercial Communication or other general conditions and requirements for the publication of advertising materials in the media and other applicable legislation;

2. It shall have the right to use for publication on the Internet the advertising materials and the works and objects of protection under the UCCPA, trademarks, advertising slogans and messages, slogans and persons included therein, including - to offer wireless or cable access to the advertising materials to an unlimited number of persons in a manner allowing such access to be made from a place and at a time individually selected by each of them for the territory where the site is accessible, during the advertising period;

3. It owns the copyright, related copyright rights and other proprietary and moral rights in the advertising materials to a sufficient extent, and has obtained all necessary consents and permissions for the use of the works and other objects of protection included in the advertising materials and has settled all proprietary relations and payments with the authors of the advertising materials and the authors and holders of related rights whose works and objects of protection are included therein in accordance with the requirements of the CPLR and other applicable Bulgarian law.

4. The right holders referred to in the preceding point 3 or their respective authorised collecting societies have granted all necessary permissions for the use of the copyright and related rights objects created by them, including for their inclusion in advertising material and for internet publication on the website for the territory where the website is accessible and during the advertising period;

5. The publication of advertising materials on the Site does not violate the rights, honor, dignity and/or good name of the Media or DIR Communications or any third party and does not give rise to any claim for damages or other payments;

6. Where an advertisement contains the name or image of an identifiable natural person, that natural person has consented to the use of that name or image or the Customer has another lawful basis for the use of that name or image.

7. All required permits, consents, approvals, licenses and the like which are or would be required to advertise the product/service/activity that is the subject of the request are in place.

(3) The Customer shall be solely responsible for the accuracy and correctness of the data and facts in the advertising materials, as well as for any errors therein.

(4) In the event that any of the foregoing representations and warranties prove to be untrue or incorrect, or the Client fails to perform any of its obligations under this Article, and any third party claims are made against the Media or DIR COMPANY in connection with the publication of any advertising material or any governmental penalties are imposed, or the Media or DIR COMPANY incurs any costs, costs and/or damages, the Client shall immediately upon notice indemnify the Media and DIR COMPANY for any financial penalties imposed, claims made, losses and expenses incurred, including court costs, attorney's fees/lawyer's fees, etc., whether or not the Client is a party to such claims or proceedings for financial penalties.

(5) In the event that the Media or DIR Communications deems that the content or layout of any advertising material submitted is clearly contrary to its editorial policy and concept or to the obligations, representations and warranties of this Article, the Media and DIR Communications shall have the right to withhold publication of the advertising material until it has been edited by notifying the Client. If the Client fails to make changes to the submitted material as recommended by the Media or DIR COMMUNICATIONS,

The Media or DIR COMMUNICATIONS shall have the right to refuse to publish the material without liability for non-performance, for which it shall notify the Client.

Article 8. (1) The Client shall settle at its own expense in full and in accordance with the applicable law any claims of third parties/controlling authorities and/or holders of intellectual property rights or other rights in connection with the published advertising materials, releasing the Media and DIR Communications from any liability for such claims made in court or out of court.

(2) In the event that the Media or DIR COMPANY is claimed by third parties in connection with the publication of advertising material provided by the Client, or is subject to financial penalties imposed by government authorities or the Media or DIR COMPANY incurs any costs, costs and/or damages, the Client shall, immediately upon notice, indemnify the Media or DIR COMPANY for any financial penalties, claims, losses and expenses incurred, including court costs, attorney's/lawyer's fees, etc. Media or DIR COMPANY will notify Client in a timely manner of such claims or civil penalty proceedings and will provide Client with an opportunity to pursue a defense.

TECHNICAL REQUIREMENTS

Art. 9. (1) Standard banners must be received by DIR.BG no later than 3 (three) full working days before the start of the campaign.

(2) Non-standard banners must be received by DIR.BG no later than 4 (four) full working days before the start of the campaign, except in cases where, due to the complexity of the non-standard advertising forms, the parties agree a longer period of receipt.

Art. 10. (1) The Customer comply with the technical requirements of Media, specified at address: <https://company.dir.bg/>, and the following technical requirements:

1. DIR.BG uses Google Ad Manager to serve the banners.

Ready-made advertising formats must comply with DFP requirements.

2. All HTML5 banners must have an embedded clickTag, with the URL to the landing page included in the ad format.

Example:

```
<script type="text/javascript">
var clickTag= "https://My-Landing-Page-URL.bg/";
</script>
<div id="animation_container" onclick="window.open(window.clickTag)" style="cursor:pointer">
<canvas id="canvas"></canvas>
</div>
```

3. Video banners must contain at least 2 video formats: MP4 -

H.264

WEBM

4. When serving banners from an external server, DIR.BG does not count the number of clicks.

5. In the case of dynamic links in the ad , DIR.BG does not count the clicks.

(5) In the event that DIR.BG deems that the advertising material does not comply with the technical requirements of DIR.BG, DIR.BG shall have the right not to publish the advertising material until it complies with the technical requirements of the Media - without being liable for any delay or non-performance. DIR.BG shall notify the Client of the technical non-compliance within a reasonably short period after receipt of the advertising material.

CANCELLATION AND CHANGE OF REQUEST/MEDIA PLAN/

Art. 11. (1) An advertising request submitted and confirmed by DIR.BG may be cancelled or changed no later than 1 (one) full working day before the campaign start date.

In the event of an express cancellation (less than 1 full business day before the campaign start date), a compensation fee of 10% of the net campaign value is payable.

In case of cancellation of the request after the start of the campaign, the impressions broadcast on the media plan of the campaign and a compensation fee of 10% of the difference between the requested and realized value of the campaign before the cancellation will be paid.

In case of an express change /reduction of the value/ of the request (less than 1 full working day before or after the start date), a compensation fee of 10% of the difference between the originally requested and the reduced value of the campaign is payable.

Art. 12. After the start of the advertising campaign, the Client shall have access to statistics on the progress of his campaign. The statistics offer, on the basis of data from the Media's advertising system, real-time information on the number of impressions and clicks on the advertising forms/banners/ used.

ADVERTISING CONTENT REQUIREMENTS

Art. 13. For an advertising campaign lasting more than 2 weeks, the Client is entitled to replace the advertising materials once a week. DIR.BG shall make the change within the first working day following the day of receipt of the new banners by the Media. In case of more frequent replacement of the advertising materials than one campaign, the Client shall pay 50 (fifty) BGN, excluding VAT, for each changed advertising form /banner/ in position.

Art. 14. The Client is entitled to rotate no more than 2 (two) different banners at the same time on one advertising position, each banner can be placed on at least 1% of the average daily impressions for the respective resource. If the Customer wishes to rotate two different banners, he must purchase a minimum of 2 % of average daily impressions. When purchasing a greater than 2% rotation percentage, the client has the right to rotate more than 2 different banners on one advertising position at the same time, with a fee of 50 BGN per banner per advertising position for uploading each additional banner /third, fourth, etc./. When purchasing a minimum of 8% of the average daily impressions of the respective resource, the client is entitled to rotate simultaneously 4 different banners without an additional upload fee.

Art. 15. (1) Each banner may contain no more than 1 (one) link leading to the Client's website/promo page.

(2) The Customer's website or promo page must contain the Customer's contact information /company/legal entity name, address, telephone number, email address.

contact/. The absence of the contact information of the Customer gives DIR.BG the right not to accept an advertising request.

Art. 16. Each banner may contain the trademark/logo/name of one advertiser. The presence in the banner of another person's trademark/logo or name shall be allowed at a mark-up of 10% on the tariff price for the respective item for each additional presence.

BANNERS THAT COLLECT PERSONAL DATA

Art. 17. (1) In the event that advertising material collects personal data about users, the Customer undertakes to do so only in accordance with the requirements of applicable law. The publication of such advertising material requires the prior express consent of the Media. DIR.BG reserves the right to terminate the publication of advertising material at its discretion at any time in the event that the Media deems that there has been an atypical or unregulated collection of personal data and/or it may result in a negative effect on the end users' experience of the site.

(2) The Client shall be obliged to provide the advertising materials referred to in par. 1 or the website to which the material refers, respectively, to provide clear and comprehensive information on the purposes of storing or accessing the information in accordance with the Personal Data Protection Act, as well as on the purposes of its processing, and to provide the user with the opportunity to refuse the storage of and access to the information.

EXECUTIVE SUMMARY

Art. 18. (1) DIR.BG and respectively DIR COMMUNICATIONS and the Client undertake to execute the requests for publication of advertising materials in compliance with the media plan agreed between the parties.

(2) In the event of inaccurate execution of the agreed media plan due to an omission (non-performance) of the Media or DIR Communications, the Media shall compensate for the missed publications at its own expense within the term of the individual contract.

Art. 19. (1) The Media and DIR COMMUNICATIONS shall not be liable for non-performance of their obligations if this is due to "force majeure" (force majeure).

In the event that due to the occurrence of a force majeure the Media is unable to perform its obligations, the Media shall notify the Client within a reasonable time from the occurrence of the event of the occurrence of the force majeure, as well as the estimated period of operation and termination of the force majeure.

After the force majeure circumstance has ceased to exist, if possible, the Media shall compensate the Client for the missed publications without aggravation during the term of the contract.

IV. PRICES AND PAYMENT METHODS

Art. 20. The prices for the publication of the advertising materials shall be determined by the Media in an advertising tariff which is public for all Clients and is available at: <https://company.dir.bg/>. The Media shall have the right during the term of the Contract to make changes to its advertising tariff in accordance with the pricing policy of DIR.BG.

Art. 21. (1) For the publication of the advertising materials on the website, the advertising tariff in force on the date of agreement of the media plan shall apply.

(2) The Media shall be entitled to grant discounts to the Client according to its pricing policy and as a result of negotiations.

Art. 22. Changes in the advertising tariff shall come into force from the date of their publication on the website or from another date if such is expressly indicated therein.

Art. 23. The advertisement shall be paid no later than 5 (five) working days after the campaign start date, unless another payment term is agreed in the contract. In case of advance payment of the campaign at least 3 (three) working days before its start, the Client receives an additional discount of 3% from the tariff prices for advertising in DIR.BG. In case of a new Client's first advertising campaign on DIR.BG, the payment of the campaign is obligatory in advance and the Client is charged the discount for the advance payment.

Art. 24. (1) Each new Client receives an additional 3% discount on the advertising rate in DIR.BG for all his campaigns in the Media during the current year.

(2) A new client within the meaning of these General Terms and Conditions is an advertiser who has not advertised on the Site in the last three (3) years from the date of the planned advertising campaign.

Art. 25. For a given advertising campaign the Customer may not use more than one promotional discount valid for the campaign period.

V. OTHER CONDITIONS

SUSPENSION OF PUBLICATION

Article 26. (1) DIR.BG and DIR COMMUNICATIONS have the right to stop the publication of advertising materials of the agency and/or the advertiser:

1. In the event of non-compliance of the advertising material with the requirements of these Terms and Conditions, until the non-compliance is remedied at the expense of the Customer;

2. In the event of late payment until all amounts due have been paid in full; and/or

3. In case of judicial or extrajudicial claims of third parties in connection with the violation of the legislation in force by publishing the advertising material or initiating administrative, criminal or other proceedings in connection with the publication of the advertising material, including for violation of the rights of third parties.

(2) DIR.BG and DIR COMMUNICATIONS have the right to suspend and/or terminate the publication of advertising material that is identified by users as irritating and/or harmful or that refers to services or websites that are competitive with the activities of the Media or through which users' personal data is collected. The parties shall have the right to agree on the replacement of the advertising material with another in connection with the implementation of the agreed media plan.

(3) In all cases of suspension or termination of the publication of advertising material, as provided in these Terms and Conditions, DIR.BG and DIR COMMUNICATIONS will not owe any

compensation, damages or penalties to the advertiser and/or the agency. The Media shall notify the Client of the suspension and the reasons for the suspension.

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Art. 27. In case of failure to comply with the specified payment deadline, the Client shall owe a penalty to the Media in the amount of 0.5% per day of the amount of the respective fee due.

Art. 28. In case of non-fulfilment of the guarantees in the individual contract, against which the advertiser or the agency have received discounts from the advertising tariff of DIR.BG, the Media or respectively DIR Communications shall recalculate all requests /agreed media plans/ according to the current advertising tariff of DIR.BG on the date of requesting the respective campaign, without applying the discounts.

The Advertiser and the Agency shall reimburse the difference between the recalculated amount due under preceding sentence and the amount according to the discount granted, within 10 days of receipt of notification by DIR.BG or DIR Communications.

TERMINATION AND CANCELLATION

Art. 29. (1) The individual contract shall be terminated upon expiry of the agreed term and provided that the obligations of the parties under the contract have been fulfilled. The individual contract may be terminated early by mutual written agreement of the parties.

(2) With regard to the terms and conditions for the termination and cancellation of the individual contract, what is agreed in the contract, the Obligations and Contracts Act and other applicable legislation shall apply.

(3) In the event of termination of the individual contract to which the agency is a party, the Media shall be entitled to negotiate with the advertisers who have used the agency the terms and remuneration for the direct assignment and publication of advertising materials on the site without the agency's mediation.

CLAIMS

Art. 30. (1) The Client shall submit his claims regarding the publication of advertising materials on the website first to the Media or respectively DIR COMPANY, if the latter is a party to the individual contract. If the claim is not examined and resolved within a reasonable period of time, the Customer shall refer the dispute to the competent court, seated in the city of Dir. The Client shall be entitled to the jurisdiction of the Court of Justice in Sofia.

(2) The Media shall consider the Client's claims for performance of the individual contract in good faith and, if the claims are justified, the Media shall satisfy the claim in accordance with the terms and conditions of these Terms and Conditions or, if none are agreed, the parties shall agree on the manner in which the claim may be satisfied.

(3) In the event of a claim by the Client, dispute or disagreement regarding the publication of advertising material, the parties shall resolve the dispute on the basis of the data from the information system for managing advertising positions /advertising system/ of the Media.

TRANSFER OF RIGHTS AND OBLIGATIONS

Art. 31. The Client shall not be entitled to transfer his rights and obligations under the Contract to third parties.

APPLICABLE LAW

Art. 32. Bulgarian law shall be applicable to the individual contract, including with respect to its validity, interpretation and/or matters not covered by it.

INVALIDITY

Art. 33. In the event that any of the provisions of these General Terms and Conditions are duly declared invalid, such invalidity shall not affect the validity of the individual contract and the remaining provisions of the General Terms and Conditions. The invalid provision shall be replaced by the mandatory provisions of law.

PRIVACY

Art. (1) The individual contract shall be confidential and shall constitute a trade secret.

(2) The parties undertake not to disseminate or make known to third parties any information concerning the terms and included in the individual contract between or made between the parties in connection with the contract, its conclusion and performance.

(3) The confidential information referred to in par. 1 and 2 may only be provided to legal advisors, courts or public authorities when requested within the limits of their powers.

(4) Information that is publicly disclosed by a party to the contract is not a trade secret of that party.

These Terms and Conditions shall come into force on **01.01.2021**.

The amendments and additions to the General Terms and Conditions shall come into force on **01.10.2023**.