

TERMS AND CONDITIONS FOR USING PLATFORM [Amilaza]

The site [amilaza.com] is an online platform for raising donations for various purposes and causes, created by Amilaza Ltd.

The present terms and conditions constitute a contract between You and the Platform, governing the relations in connection with the use of the Services of the Platform.

I. DEFINITIONS

Provider – company Amilaza Ltd., registered in the Commercial Register at the Bulgarian Registry Agency, with UIC: 206940921, with seat and registered address at: 1 Svetlo badeshte street, Gabrovo, Bulgaria, VAT number: 206940921 which owns the Platform and is a services provider within the meaning in Art. 3, para. 1 of the Electronic Commerce Act.

Platform – online platform Amilaza, provided and managed by the Provider and available on amilaza.com, which has the functionalities described in the present terms and conditions.

User – each individual or legal entity, using the Services.

Consumer – an individual, using the Services of the Provider, which corresponds with the definition of "consumer" in par. 13, 1. from the additional provisions of the Consumer Protection Act.

Services – information society services for access and usage to the functionalities of the Platform, delivered by the Provider, including:

- Creation and usage of profile through registration;
- Opportunity for creating fundraising campaigns;
- Donating funds to created fundraising campaigns.

Campaign – a project or a cause, published on the Platform, with fundraising purpose.

Giver – each individual or legal entity that donates to a Campaign, regardless the value of the donation.

Beneficiary – individual or legal entity that has a Campaign created in its benefit and is the final receiver of the donated funds.

Payment service provider – a legal entity that processes the payments, made through the Platform.

II. CONTRACT CONCLUSION

1. The present terms and conditions, available on the Platform, together with all their amendments and additions, are a contract between the Provider and every User of the Platform.

2. This contract is considered concluded from the moment the User finishes his registration on the Platform. In case a concrete Service is requested for use after finishing the registration, the contract for its use is considered concluded from the moment of its request by the User through the interface of the Platform.

3. In case a Service is used without finishing the registration of the User, the contract for its use is considered concluded from the moment of its first use by the User. In this case, the present terms and conditions are valid from the moment of first use of the service by the User until the moment of suspension of the use.

4. Party to the contract with the Provider is the User of the Platform according to the data, provided during the registration and included in the profile of the User.

5. The statement for the conclusion of the contract and the confirmation for its receipt are considered received, when their addressees have access to them.

III. REGISTRATION

6. To use all functionalities of the Platform, the User is obliged to register. To register, the User has to be an individual in his/her full legal capacity or legal entity. In case of legal entities, only a person, authorized to act on behalf of such subjects may create an account and carry out any activities on the Platform on their behalf.

7. Registration is carried out through the following acts:

7.1. Filling in the registration form, available on the Platform via email, chosen password and the required data.

7.2. Reading and accepting the present terms and conditions, the privacy policy and the cookies policy. By filling in the data and pressing the "Registration" button, the User declares he/she is familiar with these terms and conditions, that he/she agrees with their content and obliges his/herself to follow them unconditionally.

7.3. The Provider sends an e-mail to the given e-mail address of the User during registration, that includes information for activating the registration. The User confirms the registration and the contract conclusion by clicking on the e-reference in the e-mail, by which he/she has been informed about the finished registration. After

the confirmation, an account is created for the User, and he/she enters into a contract with the Provider.

8. The User confirms that the data provided during the process of registration and during the use of the Platform, are accurate, correctly filled in and up to date and obliges him-/herself to update them in case of changes.

9. The registered Users are responsible for all actions which are carried out through their profile and are obliged to not provide third parties their profile password.

10. In case that a social media account is used for the User's registration, the party to the contract is deemed to be the holder of the social media account used for the registration. In this case, the Provider has the right to access the data, required for identifying the User in the relevant social media.

11. Every user who has created his/her account on the Platform, has the right to edit or delete his/her profile from the system at any time. In case you discover usage of your profile without your permission, you should inform us immediately at any of our contact details published on the Platform.

IV. PUBLISHING A CAMPAIGN

12. To create and publish a Campaign on the Platform you are required to have a registration and to be 18 years old.

13. The Campaign's created by using the functionality, available on the Platform, where a question form shall be filled with information, adding photos, etc. Every Campaign should include certain information, including the category in which the Campaign will be published, the amount needed to be collected, description of the cause, the receiver of the donations, bank account for receiving the donations (IBAN and BIC number), period of the donation. The User shall provide transparent and fully accurate data.

14. A Campaign could be created to raise funds for the creator of the Campaign, as well as for a third person (Beneficiary)

15. A User may create unlimited number of Campaigns.

16. In order to publish Campaigns in some categories of the Platform a payment shall be made to the Platform, according to the conditions in chapter "Payments". These categories are marked on the following page [amilaza/payments](#)

17. As long as the Campaign is published on the Platform, the User, who published it, has the right to change its content. Campaigns could be removed from the Platform by the profile of the User, who published them, at any time.

18. Every user, who has created a Campaign, guarantees and takes responsibility that all donations to the created Campaign will be spend only on the objectives, described in the Campaign.

19. Due to the specific nature of the Internet, the Provider has no full control over the distribution of content, published or transmitted through the Platform's functionalities by other Users and does not take responsibility for third person's actions, including in cases of copying and distribution of messages by such persons in websites or platforms, which are not connected to the Platform.

20. Publishing Campaigns on behalf of the Platform:

20.1. The Provider may publish Campaigns on its own behalf for the benefit of projects and causes of the Provider or third parties. These Campaigns are explicitly identified as published by the Provider.

20.2. The donations on these Campaigns are received in a bank account on behalf of the Provider, who spends the funds on the objectives described in the Campaigns.

V. APPROVAL OF CAMPAIGNS

21. The Provider requires former approval for publishing Campaigns in certain categories, such as [\[see website\]](#)

22. The order of approval is the following:

22.1. Creation of the Campaign in these categories is carried out in accordance with the aforementioned order. After filling in the question form for Campaign creation and pressing the button for its publishing, the question form is sent for approval by the employees of the Provider.

22.2. The employees verify the information, provided by the User at the time of Campaign creation. At their discretion, the Provider's employees may request additional information from the User, as well as documents, proving some circumstances.

22.3. The verification takes no longer than 5 workdays from the moment the request for publishing the Campaign has been made. Whenever necessary (for instance – when additional information and documents are required) this period may be extended with 5 more days.

22.4. In case that the Provider's employees approve the Campaign, they publish it on the Platform as soon as possible and inform the User, who wishes its publishing, of this.

22.5. In case the Campaign is not published in 15 workdays, as from the moment the publishing request has been send, this is considered a denial for publishing the Campaign.

23. The Provider has the right to refuse the publication of Campaigns at its discretion.

VI. PAYMENTS (TAXES FOR THE BENEFIT OF THE PLATFORM)

24. In order to publish Campaigns in certain categories on the Platform a fee shall be paid to the Platform. This fee can be paid in one of the two ways (options):

- 1) By paying a fixed amount – periodically;
- 2) By deducting a percentage for the benefit of the Platform from the amount of each Campaign donation made.

24.1. During process of creating a Campaign, the User shall choose one of the aforementioned options.

24.2. In case the User chooses option 1):

24.2.1. Payments are made periodically – every 30 days until termination of the Campaign.

24.2.2. The User shall give a valid credit or debit card, which he/she will use for the payments (“payment method”). By submitting a payment method, you agree that the Provider is authorized to periodically charge you the amount due for publishing the Campaign.

24.2.3. First owed fee is charged through the chosen payment method on the date the Provider approves Campaign's publishing. After that fees will be charged through the chosen payment method every 30 days counted from the date of the last payment.

24.2.4. The Campaign of the User remains published for an unlimited period. If the User wishes to terminate the Campaign, he/she may do that from his/her account. To not get charged for the next 30 days, the Campaign termination should be done before the beginning of the next 30-day period. The termination is effective from the end of the current 30-day period, therefore the Campaign will be available on the Platform until the end of this period.

24.2.5. In case the payment method is unable to cover an amount due, the User will be notified via e-mail and the Campaign will be removed from the Platform, unless the payment method gets updated, and payment is made in 5 days.

24.2.6. If the amount of the fixed price changes, the people, who chose this option before the change, will be charged the new price after the period for which they

have already paid. When Provider makes such a change, the User will get a 30-days written notice. It is considered that the User has accepted the new fixed amount if he/she does not cancel his subscription within the 30-day period.

24.3. In case the User chooses option 2):

24.3.1. The payment service provider deducts a percentage of the donation on behalf of the Platform for each donation made through the Platform towards the published Campaign.

24.3.2. Deduction continues until termination of the Campaign.

24.3.3. By publishing a Campaign with option 2) User's Campaign remains published on the Platform for a limited period of time – 6 months. If User wishes he/she may terminate his/her Campaign before due date through his/her profile.

24.4. If User does not comply with these terms and conditions and if he/she violates the rights of third parties, the Provider may remove the Campaign of this person without having to return any received remuneration.

24.5. In case that the publication of a Campaign for which a remuneration is due as described in this section requires approval which has not been obtained from the Provider, no payment shall be due.

25. The amount, owed to the Platform, payment methods and payment service providers are published **on amilaza/pricing**. The amount is declared on the Platform with the included taxes.

VII. DONATIONS

26. Donating is possible only for registered Users.

27. By donating you understand and agree that the Platform and the Provider **do not control** the spending of the funds, unless the Campaign is published by the Provider. The responsibility for donating is only yours. When donating through the Platform, you are responsible to learn how and for what the donation will be spent.

28. Donations are made through the functionality of the Platform and the available donation methods are given there. The donated amount goes directly from the Giver to the bank account specified by the person who published the Campaign. The Platform and the Provider do not receive and/or transfer donations, unless the Campaign is published by the Provider.

29. By donating, you agree that you understand and are aware that if the User who published the Campaign has explicitly chosen this, when donating to Campaigns of specific categories listed on page amilaza, the payment service provider may deduct a specific percentage of the donated amount in favour of the Platform.

30. By donating, the Giver should provide information about their chosen payment method – a valid credit or debit card and indicate the amount of the donation. As the Giver, you guarantee that the information you have provided is correct and that you are entitled to make the payment.

31. Donations may be one-time or recurring according to the choice of the Giver.

31.1. In case that the Giver has chosen a recurring donation, by providing a payment method the Giver agrees that the relevant payment service provider is authorized to charge the amount specified by the latter for the donation from time to time.

31.2. The first donation should be charged to the selected payment method on the date the payment method information is provided. Thereafter, payments will be charged to the selected payment method every 30 days from the date of the last payment.

31.3. The donations are accrued until the Campaign is terminated or until the termination of Giver's recurring donations, which can be done at any time from the Giver's account on the Platform.

31.4. In case that the specified payment method is unable to cover an amount due, the accrual of donations will be terminated, unless the payment method gets updated and the amount due is paid within 5 days.

32. All donations are final and non-refundable.

VIII. WARRANTIES. LIABILITY. UNAUTHORIZED USE

33. In order to improve the quality of the Services, maintenance, troubleshooting and other related activities, the Provider may temporarily limit or suspend the provision of the Services on the Platform.

34. By using the Services and the Platform, you understand and agree that the Provider:

34.1. Takes no responsibility for the accuracy, timeliness, security and nature of the content and information on the Platform provided and posted by Users.

34.2. Does not warrant that the Platform will be uninterrupted and free from technical problems.

34.3. Takes no responsibility for any loss of profit and/or damage caused as a result of the use of the Platform which is not caused by the Provider.

34.4. Is not a payment institution, does not offer payment services, does not process payments and does not store any funds. This applies also to the Platform.

34.5. Is not responsible for what donations made on Campaigns published on the Platform will be used for, unless the Campaign is published by the Provider. No refund is due from the Provider for donations made via the Platform.

34.6. Does not guarantee and is not liable if donations are not received on published Campaigns.

35. Each User is obliged, while using the Platform, not to undertake illegal actions, including posting content that violates the law or personal rights, to refrain from unconscientious behaviour and not to abuse the Platform's functionalities by using them contrary to their purpose and these terms and conditions.

36. It is forbidden to carry out any actions, related to spamming, phishing, scraping; circumventing, removing, manipulating any elements of the protection and the technical measures to protect the Platform from unauthorized access, hacking and other attacks and damaging actions, including but not limited to any actions that have the purpose or effect of blocking access to the Platform, loading and distributing illegal content, destroying in whole or in part the functionality of the Platform, theft and loss of data from it.

37. In case of violation of the terms and conditions, the legislation of the Republic of Bulgaria and the moral norms, the Provider has the right to unilaterally and without notice remove any content published on the Platform, as well as to block and delete accounts of Users on the Platform.

IX. INTELLECTUAL PROPERTY

38. The content, published on the Platform, including text, graphics and videos, is subject to copyright or other intellectual property right of the Provider, Users or third parties. It is forbidden to use this content in any way without the written consent of the holders of these rights.

39. Users who share, publish or upload content on the Platform that is subject to intellectual property rights (e.g. photos or videos) grant the Provider a non-exclusive, free of charge and worldwide right to use, distribute, modify, reproduce, copy, publicly perform or display, translate and create derivative works of the copyright objects for purposes of the Services on the Platform.

X. SPECIAL CONSUMER RIGHTS

40. RIGHT OF COMPLAINT

40.1. The Consumer has the right to make a claim for non-delivery of a digital service pursuant to Art.16 of the Act on the Supply of Digital Content and Digital

Services and the Sale of Foods (“ASDCDSSF”); and for non-compliance of a digital service pursuant to Art. 17 and 18 of the ASDCDSSF to bring the digital content or digital service into compliance.

40.2. The conditions and procedures for making a complaint, which shall be complied with when the User exercises the right to make a complaint, are set out in Articles 16 to 20 and 41 to 48 of the ASDCDSSF.

40.3. Rules for termination of the contract in compliance with Art. 18 of the ASDCDSSF.

40.3.1. When a Service of the Provider is provided against payment the User shall only be entitled to cancel the contract if the discrepancy is not minor.

40.3.2. To cancel the contract, the User must notify the Provider by e-mail:

40.3.2.1. The Provider is obliged to refund the amounts paid to the User to the means of payment , used by the User in the first transaction, unless the User has expressly agreed to the use of another means of payment and provided that this does not entail costs for the User.

40.3.2.2. When Service is provided on payment of a fixed price and Service was in compliance within a specified period of time before the contract was cancelled, the Provider shall refund to the User only a proportionate part of the price paid by the User that corresponds to the period of time during which the Service was not in compliance, as well as any part of the price previously paid by the User for any period of time of the contract that would have remained if the contract had not been cancelled.

40.3.2.3. Upon termination of the contract, the Provider has the right to prevent any further use of the Platform by the User by blocking the User’s account.

41. CONTRACT CANCELLATION

41.1. Each User has the right to cancel a contract without giving a reason or due compensation within 14 days from the date of its conclusion.

41.2. The User shall not have the right of cancellation in cases where the service has been fully provided, the contract provides an obligation for the User to pay and performance has commenced with the User’s express prior agreement and acknowledgement that he/she knows he/she will lose his/her right of cancellation once the contract has been fully performed by the Provider.

41.3. In order to exercise the cancellation right, the User shall notify the Provider unequivocally of his cancellation decision by sending a statement to that email address or post address of the Provider, provided in the terms and conditions. The standard form for exercising the right of cancellation attached at the end of these

terms and conditions may be used for this purpose, but this is not mandatory. If the form is submitted by e-mail, we will immediately send an e-mail confirming receipt of the cancellation.

41.4. To comply with the cancellation period, it is sufficient to send the message concerning the exercise of the right of cancellation before expiry of the cancellation period.

41.5. When the User has exercised his right of withdrawal, the Provider shall refund all amounts received from the User without undue delay and no later than 14 days from the date on which the Provider was notified of the User's decision to withdraw from the contract. The Provider shall refund the amounts received using the same means of payment used by the User in the original transaction, unless the User has expressly agreed to the use of another means of payment and provided that this does not entail any costs for the User.

41.6. In the case that the Provider has incurred direct costs for the fulfilment of the contract and the User withdraws from the contract, the Provider shall be entitled to retain the relevant amount for the costs incurred or to demand payment thereof.

XI. PERSONAL DATA

42. The Provider collects and processes personal data of the Users of the Platform in accordance with the Privacy Policy, which is an integral part of the current Terms and Conditions, which can be found available [amilaza/about](#). Personal data includes information about an individual that reveals his or her physical, psychological, mental, family, economic, cultural or social identity.

XII. AMENDMENT TO THESE TERMS AND CONDITIONS

43. The Provider reserves the right to modify the Terms and Conditions or to suspend, modify or terminate the Services provided, and Users will be notified of this on the Platform's website and via a notice to the email provided upon registration.

44. Users who use the Platform without registration accept the new terms and conditions from the moment of the modification of the terms and conditions, without the need for additional notification regarding the change.

45. Any amendment or modification of these Terms and Conditions will be effective against the User after the Provider has expressly notified the User and if the User does not declare within the 14-day period granted to him that he rejects them.

XIII. TERMINATION OF THE CONTRACT

46. The contract for the provision of the Services on the Platform is terminated:
46.1. with the termination of the User's registration to use the Services;
46.2. upon termination and liquidation or bankruptcy of one of the parties to the contract;
46.3. by mutual agreement of all parties in writing;
46.4. unilaterally upon notice by either party in the event of default by the other party;
46.5. in the event of the objective impossibility of one of the parties to fulfil the contract obligations;
46.6. in the event of seizure or sealing of the equipment by government authorities.

XIV. FINAL PROVISIONS

47. The authorities regulating the Provider's activities are the Consumer Protection Commission (CPC) and the Commission for Personal Data Protection (CPDP), with the following coordinates:

47.1. For the CPC - supervisory authority for the protection of consumer rights in Bulgaria:

Website: <https://kzp.bg/kontakti>

Tel.: 0700 111 22

e-mail: info@kzp.bg

Address: Sofia, 1 Vrabcha street, 3rd, 4th and 5th floor.

47.2. For the CPPD - supervisory authority for the protection of personal data of natural persons in Bulgaria:

Website: <https://www.cpdp.bg/?p=pages&aid=5>

Tel.: 02/91-53-519

e-mail: kzld@cpdp.bg

Address: Sofia, 18 "Prof. Tsvetan Lazarov" Bul.

48. If any clause(s) of these General Terms and Conditions is/are found to be invalid, this shall not invalidate the whole contract or any other part thereof. The invalid clause will be replaced by the mandatory rules of law or established practice.

49. All disputes relating to these Terms and Conditions will be settled by the competent court or the Consumer Protection Commission.

50. All matters not covered by these Terms and Conditions shall be governed by the laws of the Republic of Bulgaria.

These Terms and Conditions are accepted by the Provider and shall enter into force on [current date].

Standard form for exercising the right to withdraw from a contract

(Please fill out and return this form only if you wish to withdraw from the contract)

To: „Amilaza“ Ltd, UIC: 206940921, with seat and registered address at: 1 Svetlo badeshte street, p.c. 5300 Gabrovo, Bulgaria

I/ we* hereby give notice that I/we* withdraw from the contract for provision of the following service*:

- Received at:

- Consumer name:

- Consumer address:

Signature of the consumer: *(only if the present form is on paper)*

Data:

* *The unnecessary is crossed out.*