

# GENERAL TERMS AND CONDITIONS

## for provision of services by Net React OOD

(Last updated - 14.05.2013)

**Article 1.** The present General Terms and Conditions regulate the relationship between Net React OOD (duly registered at the Registry Agency, Trade Register), company ID number [UIC] 131166430, address 20 "Serdica" Str., Sofia Municipality, 1000 Sofia, Bulgaria, and represented by Chavdar Marinov, hereinafter referred to as "**Provider**" or "**Net React**", and users, hereinafter referred to as "**Users**", (jointly referred to as "**Parties**") of the services provided by the Net React, hereinafter referred to as "**Services**".

**Article 2.** The agreement between Provider and User comprises the following documents:

- these General Terms and Conditions;
- Service-Level Agreement;
- Service Order.

**Article 3.** In case of discrepancy regarding documents, priority shall be first given to the Service Order, second is the Service-Level Agreement and last in order shall be these General Terms and Conditions;

**Article 4.** Within the meaning of these General Terms and Conditions, the concepts and definitions shall refer to the following:

- 1) "**Services**":
  - a) Server management services including: installation, setting, follow-up monitoring, management, update and utilization of servers.
  - b) System management services comprising: initial setting and configuration of server systems, network infrastructure, databases, applications and their follow-up maintenance, monitoring and administration.
  - c) Software development services comprising: concepts design based on the clients' requirements, design of architecture, design, development and implementation of web-based solutions by means of one or a couple of programming languages (e.g. PHP, Java, JavaScript, Perl, Python, C/C++ etc.), as well as their follow-up monitoring and maintenance.
  - d) IT consulting which includes: consulting on the optimal web technology and system architecture in terms of clients' requirements, the necessary infrastructure, information security and options for measuring, evaluating and improving the resource management quality.
- 2) "**Service Order**" is a document containing the main parameters of the provided service/s as well as data and additional information about the User; This document will be briefly referred to as the "**Order**" in the General Terms and Conditions.

- 3) **“Service Parameters”** could be “Technical” and “Commercial”; they are contained in the Order document. The parameters are subject to negotiation between Provider and User as those parameters shall be reflected in the Order.
- 4) **“Service-Level Agreement” (SLA):** it contains the guarantees agreed upon by the parties involved regarding good quality and the conditions related to the services provided, including indemnities in case of deviation from the obligations assumed by each party.
- 5) **“Date of Service Activation”** means the date on which Net React starts to effectively provide a new service to the User or the date on which a change has been implemented of a service that has already been activated.
- 6) **“Service Activation Term”** means the period within which Net React undertakes to activate a service. It commences from the date of receipt of the User’s initial payment unless it is otherwise agreed upon in the Order.
- 7) **“Service Provision Term”:** the period specified in the Order for each particular service within which Net React undertakes to provide the service as agreed by an accepted Order. This term commences as from the Date of Service Activation.
- 8) **“Reporting Period”:** a period of time on the basis of which the provision of service is being accounted for and for which the User pays a price as agreed upon between the Parties.

#### **Article 5. Consent to the General Terms and Conditions, User Registration.**

- 1) In order to use the Services provided by Net React, the User is bound to register for the use of particular services.
- 2) Registration shall be completed by filling out the respective e-form at [www.netreact.com](http://www.netreact.com) or by filing an Order on paper or electronically.
- 3) Upon filing an Order for a Service selected by the User, accessible online in the Internet and located on Net React’s page: [www.netreact.com](http://www.netreact.com), the User expresses his/her consent to these General Terms and Conditions by selecting the “I agree with the General Terms and Conditions” field and by clicking on the “Continue” virtual button. This shall be an electronic statement by the User within the meaning of the Electronic Documents and Electronic Signatures Act by which the User shall declare (s)he is familiar with, accepts and undertakes to abide by these General Terms and Conditions. By being recording in the clients’ database on a Net React’s server, the e-statement shall become an e-document within the meaning of the quoted Act.
- 4) Net React shall store in its server log-files the User’s IP address as well as any other information necessary to identify the User and reproduce his/her electronic statement of consenting to the General Terms and Conditions in case that any dispute arises.

- 5) In the events of registration of a legal entity, the statement of consent to the General Terms and Conditions, and the filling-out and sending of a request shall be considered valid by Net React only if they are carried out by a lawful representative or any other authorized person.
- 6) Registration may also be carried out by users at the office of Net React. In such case the User shall be provided with a hard copy of the General Terms and Conditions as the User shall confirm in writing that (s)he is familiar with, accepts and undertakes to abide by them. The Order shall be filled out by an employee of Net React as per the data submitted by the User and shall be signed by the User in hard copy.
- 7) Net React shall start to deliver the Service as of the Date of Service Activation stated in the Order. Net React shall have the right to terminate the service unilaterally if no payment is received up to the Date of Service Activation alleged in the Order.

#### **Article 6. Username and Password**

- 1) After duly registration under the provisions of article 5, Net React shall generate and send to the User a password for access to the provided services;
- 2) By accepting these General Terms and Conditions the User guarantees that (s)he shall not disclose the password to any person other than the individuals expressly authorized to do so and shall be obliged to immediately inform Net React in case that any third party has unauthorized access to such password.

#### **Article 7. Conclusion of Agreement, Term, Amendments, Prices and Method of Payment**

- 1) The agreement between the parties shall take effect and shall be deemed as concluded the moment the parties consent to the documents listed in Article 2 and these General Terms and Conditions are accepted. The consent shall be evidenced by the signatures of the persons competent to do so and/or by e-consent and confirmation (as described above in these General Terms and Conditions).
- 2) The agreement and all foreseen documents shall be concluded in English and/or in any other language as provided in the Order.
- 3) The term of agreement shall be agreed upon in the Order.
- 4) After termination of the agreement, Net React shall not be liable for any damages to the User that may occur as a result of terminating the access to services. In case the hardware equipment is owned by Net React, a temporary access to the virtual space for User's data migration purposes shall be provided for a period of 7 days after the agreement termination.

- 5) The price for each service, terms, discounts and all others conditions concerning payment for the provided services, including additional security packages and guaranties, shall be agreed upon by the parties in the Order.
- 6) Net React shall have the right to issue e-invoices for the payment made by the User, and the User shall explicitly give their consent to that by accepting these General Terms and Conditions. Notifications for new invoices shall be sent to the User's e-mail address in the form of an e-invoice which can be downloaded from the User's Profile at [www.netreact.com](http://www.netreact.com).

#### **Article 8. Amendment of the General Terms and Conditions**

- 1) The General Terms and Conditions may be unilaterally amended by Net React.
- 2) When making amendments to these General Terms and Conditions, Net React shall bring to the User's knowledge the changes implemented by publishing the new version at [www.netreact.com](http://www.netreact.com) and/or by sending a message to the e-mail address provided by the User. The message shall contain a link to the Webpage where the amended General Terms and Conditions are announced.
- 3) Net React shall give the User a term of 14 (fourteen) days, as from the day following the day of receipt of the message regarding the preceding paragraph, to become familiar with the changes/amendments of the General Terms and Conditions.
- 4) If within the term under paragraph 3 the User does not state in the written that (s)he rejects the amendments, they shall be deemed binding upon him/her.

#### **Article 9. Provided Services**

- 1) The services provided by Net React are information society services within the meaning of the e-Commerce Act.
- 2) Net React shall provide the User with an access to one or more services, including but not limited to the ones described in Article 4.
- 3) Regarding the implementation of Server Management and System Management services, Net React allows the use of contents, files and links that do not violate the local law (geographical location of the servers mentioned in the Order).
- 4) The provided services may be divided according to:
  - a) their term:
    - i. with automatic extension: the term of those services shall be automatically extended by one reporting period, unless one of the parties files a written notice for contract termination in compliance with Article 14, Paragraph 2.
    - ii. with fixed end date of provision: the provision of those services shall be terminated upon expiry of their term.

- b) method of payment:
  - i. prepaid;
  - ii. paid in installments;
  - iii. payable at the end of the reporting period.
  
- c) reporting period:
  - i. subscription-based (the reporting period encompasses the time when the customer has had access to the service, regardless of whether (s)he has used it or not);
  - ii. parameter-based (the implementation of a certain activity is accounted for as well as the defined actual use of service: by the hour, daily, weekly etc.).
  
- d) method of service provision:
  - i. periodically provided.
  - ii. one-off;

- 5) By accepting these General Terms and Conditions, the User states that (s)he accepts that by using the services provided by Net React: Server Management and System Management, (s)he is not given the opportunity to physically and/or via remote access manage the server, but only to operate the virtual space available to him/her, except for the conditions agreed upon in the Order.

#### **Article 10. Net React's Rights and Obligations**

- 1) Net React shall be obliged to take a duly care to enable the User to normally use the Services requested and paid by him/her being the subject of these General Terms and Conditions and the agreement.
- 2) In case of default of payment for the Services, Net React has the right to terminate the access to Services with a one week written notice.
- 3) In case the hardware equipment is owned by Net React and the user fails to make payment within 30 days from the time of termination of services, Net React has the right to delete all contents that is placed on Net React's servers.
- 4) By accepting these General Terms and Conditions, the User agrees that the registration, management and renewal of domain names are solely an obligation of the User, and Net React should not bear any liability.
- 5) Net React reserves the right to terminate the provision of specific Services after a prior notice by publishing a message in the respective webpage: [www.netreact.com](http://www.netreact.com) and/or by an electronic message sent to the e-mail address provided by the User. The term of such prior notice shall be one month.

- 6) Upon termination of a Service or of a specific Service configuration, Net React shall reimburse the User for all sums for the prepaid but unused period of Service provision.
- 7) In the event of violation of the provisions of Article 9, Paragraph 3, Net React has the right to terminate the access of the User and third parties to the Service at any time. Such discontinuation shall be made upon warning on behalf of Net React and after a sufficient period is provided to correct the respective violation. This rule shall not apply in case that Net React is obliged to immediately discontinue the access on the grounds of and in pursuance of a proper order given by a competent body. In such cases, the User shall owe an indemnity to the amount of the sums prepaid for the respective Service and/or and indemnity equal to average payments for three reporting periods.
- 8) Net React shall store information materials and resources, including multimedia content, placed on its servers by Users and make them available to the competent state bodies in cases when this is necessary for protection of the rights, lawful interests and security of Net React or third parties as well as in the cases where the same have been demanded by the relevant state bodies as per proper procedure.
- 9) In the event of circumstances beyond Net React's control, such as force majeure, accidents, problems in the Internet global network described in the Service-Level Agreement as well as in case of third parties' unauthorized access or intervention in the functioning of the information system and/or servers due to the client's fault or negligence, Net React shall not bear any liability for lost profits or other similar liability.
- 10) In the event of circumstances beyond Net React's control caused as a result of User's actions (his/her representatives having access to the virtual space made available to them in compliance with the Order) leading to difficulties in server's operation, as a result of which the users (end users) cannot reach the information in the respective virtual space in full or in part, Net React shall not bear any liability for lost profits or other similar liability.
- 11) Net React shall not be liable for the non-provision of Services or for the provision thereof of deteriorated quality as a result of tests carried out in order to check equipment, connectivity, networks and others as well as tests aiming to improve or optimize the provided Services. In the meaning of the above, Net React shall bear no responsibility in case of deactivation and/or a temporary limited access to the User's whole system.
- 12) As a result of providing the services under the agreement, Net React shall have both the right to upgrade the provided servers in case that such upgrade is urgent for its capacity application by the User, and the right to propose the necessary increase of the parameters agreed in the Order.

- 13) In case of exceeded capacity of the provided service by the User resulting in deterioration of the quality of service, Net React shall bear no liability whatsoever.

#### **Article 11. User's Rights and Obligations**

- 1) In relation to the specifics pertaining to the provision of services, the User agrees to abide by the conditions determined by Net React intending to protect and improve the quality and reliability of the same.
- 2) The equipment needed to use the Services provided by Net React, including computer equipment and Internet access shall be User's obligation and shall be provided by the Users themselves.
- 3) Subject to these Terms and Conditions and access requirements set by Net React for each type of service, the User is entitled to on-line access to the content provided by him/her. Management and use of services is possible after entering a valid username and password.
- 4) If the User finds any discrepancy and/or a problem in the operation of the virtual space made available to him/her, (s)he shall be obliged to notify Net React, as the terms foreseen for solving the issue start to take effect from the time of notification.

#### **Article 12. Net React's Liability**

Net React shall be liable up to the amount of 3 (three) monthly fees for the use of specific services by the User. The same may be replaced by the amount of the service equal to the above mentioned three monthly fees.

#### **Article 13. Personal Data Protection**

Net React is a registered personal data administrator as per the statutory acts of the Republic of Bulgaria. The methods, terms and conditions are described in detail in the Privacy Policy section of [www.netreact.com](http://www.netreact.com).

#### **Article 14. Termination, Cancellation of Agreement, Penalties**

- 1) The agreement between the parties can be terminated in case of written consent of the parties;
- 2) Contract for services with automatic term extension can be terminated in case one of the parties files a written notice no later than 1 month before the term expiration;
- 3) The contract can be also terminated in other cases stipulated in law.

### **Article 15. Nullity**

If any of the clauses in these General Terms and Conditions is void, this does not mean that the rest of them shall be deemed void as well.

### **Article 16. Applicable Law**

For any matters not settled by these General Terms and Conditions, the provisions of the Bulgarian legislation in force shall apply.

### **Article 17. Correspondence**

- 1) The addresses for correspondence between the parties shall be agreed upon in the Order, or in the applicable Service-Level Agreement.
- 2) If any of the parties changes its address specified in the Order, that party shall be obliged to give a written notice to the other party within 30 days. In case that the party fails to fulfill its obligation to give notice, any message sent to the known address shall be deemed as duly sent and received.

**These General Terms and Conditions were adopted by resolution at the general meeting of Net React OOD on 14 May 2013 and shall take effect as from the same date.**