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## GENERAL TERMS OF USE

[FMS.capital](https://www.fms.capital)

### User Agreement

Last updated: February 2022

By using [FMS.capital](https://www.fms.capital), you agree to these Terms of Use and Privacy Policy.

If you do not agree with the terms, incl. only with some of them, specified under these General Terms of Use and/or Privacy Policy, you must not use [FMS.capital](https://www.fms.capital), incl. to enter data, click on links and/or view information.

### Definitions of terms

According to these General Terms:

- **Provider** is Financial Market Services Ltd. - a system operator for providing information in electronic form within the meaning of Art. 27 of Ordinance No. 2 of the FSC for initial and subsequent disclosure of information in public offering of securities and admission of securities to trading on a regulated market (hereinafter Ordinance No. 2) and within the meaning of Art. 44 of Part III – Listing Rules to the Rules and Regulations of Bulgarian Stock Exchange (BSE).
- **User** is the user of a service and/or [FMS.capital](https://www.fms.capital) visitor, as well as a person who contacted the Provider through the "Contacts" section published on the website.
- **Blog** – all publications and content on the [FMS.capital](https://www.fms.capital) website
- **Regulatory documents** - a list of documents available on the Provider's website.

### GENERAL PROVISIONS

[FMS.capital](https://www.fms.capital) is built in a way that allows tracking the complete history of each change in its database, information about the last state before the change, the person who made the change, etc.

[FMS.capital](https://www.fms.capital) is built in a way that allows identification of each electronic document entered in the system and its sender. Every submitter of an electronic document in [FMS.capital](https://www.fms.capital) has the opportunity to receive a copy of each electronic document generated and signed by him.

The electronic document represents all the information submitted by a user via [FMS.capital](https://www.fms.capital).

The [FMS.capital](https://www.fms.capital) interface is built in a WEB environment and allows a maximum simplified and convenient user access to the individual zones (windows), according to current legislation. The interface of [FMS.capital](https://www.fms.capital) allows the visualisation of the terminal of the current profile user in each of the information zones, as well as the change of the profile through an electronic



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document. Any change in the user profile (any disclosure of information) is made only in compliance with the regulatory requirements for a minimum content of the document, carrier of the relevant information.

### **Objectives and scope**

The purpose of these General Terms of Use is to arrange the relations between Financial Market Services, hereinafter referred to as the Provider, and the users or visitors, hereinafter referred to as Users, of the information services provided to or through [FMS.capital](https://www.fms.capital), hereinafter referred to as the Services.

### **Operator information**

The [FMS.capital](https://www.fms.capital) website is operated and administered by Financial Market Services, a provider of information and services offered via the website.

**Provider name:** Financial Market Services Ltd.

**Seat of business:** Sofia 1000, 6 Tri Ushi St.

**Registered address:** Sofia 1000, 6 Tri Ushi St.

**Correspondence address:** Sofia 1000, 6 Tri Ushi St.

**Entry in the Commercial Register and/or another public register:** Entered in the Commercial Register under UIC: 131455253, VAT registration number: BG 131455253

### **Regulatory authorities**

(1) Commission for Personal Data Protection

Address: Sofia, 2 Prof. Tsvetan Lazarov Blvd.

Tel: (02) 915 35 55, 915 35 19

Fax: (02) 915 35 25

E-mail: [kzld@cpdp.bg](mailto:kzld@cpdp.bg)

Website: [www.cdpd.bg](http://www.cdpd.bg)

(2) Consumer Protection Commission

Address: Sofia, 1 Vrabcha St., floor 3, 4 & 5

Tel: (02) 933 05 65

Fax: (02) 988 42 18

Hot line: 0700 111 22

E-mail: [info@kzp.bg](mailto:info@kzp.bg)

Website: [www.kzp.bg](http://www.kzp.bg)



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## Website features

The website is created to inform the Users about the services provided by the Provider, to enable the contact with the Provider, to provide access to current information, news and publications, as well as to provide comprehensive information about the different levels of access and types of subscriptions when using the digital database, owned by the Provider.

## Characteristics of the services

The services provided by the Provider to the User are information society services within the meaning of the Electronic Commerce Act. At [FMS.capital](https://www.fms.capital) the Provider offers both free and paid services, and the provisions of these General Terms apply to both types of services. The services provided by the Provider to the User include a set of digital resources and/or services that are predefined and announced by the Provider of [FMS.capital](https://www.fms.capital).

Users may send inquiries for services that are not advertised on the website, but are related to its subject matter and activity, to request additional and/or explanatory information about the services offered by the Provider via the contact information published on the website.

To use the paid services of the Provider, in addition to submitting an application, it is necessary to conclude an agreement, pay the corresponding price or subscription fee in one of the ways specified in the agreement (see the Subscription section).

For the use of freely available services, the agreement between the Provider and the User constitutes these general conditions available on [FMS.capital](https://www.fms.capital) together with all changes and additions to them.

The parties to the agreement for the use of free access services are the Provider and the User of the service(s).

The agreement is considered concluded at the moment of starting to use the provided services or with the explicit confirmation of these General Terms of Use.

The Provider includes in its website interface technical means for identification and correction of errors in the information input before a declaration for conclusion of the agreement is made.

The service provision agreement is terminated:

- ✓ upon expiry of the agreement term according to the selected by the User period of Service provision;
- ✓ upon termination and declaration of liquidation or bankruptcy by one of the parties to the agreement;
- ✓ by mutual consent in writing;



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- ✓ unilaterally with a prior notice by each of the parties in case of non-fulfilment of the obligations of the other party;
- ✓ in case of objective impossibility of any of the parties to the agreement to meet its obligations;
- ✓ when seizing or sealing the equipment by state authorities.

### **Prices and methods of service payment**

The Provider provides, and the User uses the service according to the parameters incl. financial announced on the Provider's website. Concerning services provided through the website for a fee, the Provider determines and announces on its website the price/subscription fee of the respective service, as well as what it includes. In these cases, the Provider provides the service after the User pays the value due.

For a paid service provided by the Provider, the price and methods of payment are determined by an individual agreement between the Provider and the User. In these cases, the website is only an information provider under the E-Commerce Act.

Payments of the respective service/subscription fee by the User are made by bank transfer (by transfer to a bank account specified by the Provider), for which the Provider must present to the User a cost justification document in accordance with current Bulgarian legislation. The provision of all necessary data in this regard is the responsibility of the User, and they will be used by the Provider only for this purpose.

### **Responsibilities, rights and obligations of the Users (service users)**

1. Users have the right to view the information available on the website, to contact the Provider as well as to use the services provided by the Provider, inclusive but not only those that are advertised on the website.

2. Each User undertakes to use the services in accordance with the applicable legislation and these General Terms of Use.

3. Users are not allowed to use directly or indirectly software, tools and technologies that could lead to failure and damage, as well as difficulties and inability other users to use the service, as well as to send unsolicited commercial messages in the ways specified on the website.

4. Users have no right to reach and access, incl. to attempt to do so, information that is not publicly available on [FMS.capital](http://FMS.capital).

### **Responsibilities, rights and obligations of the Provider**

1. The Provider has the right at any time and/or at its discretion to make changes to the website, to update, add and remove information and/or services, without obligation to notify and without liability.

2. The provider has the right to temporarily restrict or suspend access to the website and the provision of service(s), committing, after finding and eliminating the root cause, to resume its provision in a timely manner if this happens during its established working hours. In case of occurrence of a reason leading to restriction or termination of access to the service outside the working hours of the Provider, he undertakes to eliminate the specific reason in a timely manner on the next working day. The working hours of the Provider are on workdays - from Monday to Friday - from 9:00 a.m. to 5:30 p.m.

3. The Provider has the right to terminate unilaterally and without prior notice the agreement with the Service User in case it finds use of the provided service in violation of these General Terms of Use, national legislation and ethical norms.

4. The Provider is not responsible for the actions of the User, which are in violation of these General Terms.

5. The Provider is not responsible for damages, incl. as a result of a user error, a malicious virus, or a problem with the website architecture.

6. The Provider seeks to maintain accurate and up-to-date information and services on its website, but it may contain errors, omissions and/or malfunctions and the Provider is not responsible for losses and/or damages to the User as a result of using [FMS.capital](https://www.fms.capital) and/or its resources.

### **Release from liability**

The User agrees to release the Provider from liability in case the User has violated these General Terms and/or any other rights.

The Provider is released from liability for full and/or partial non-performance of the service and/or inability to provide full and/or partial access to the resources of the website in case of vis major.

### **Intellectual property rights and restrictions on use**

All the content on the website is owned by the Provider and is subject to its copyright unless otherwise stated. The use of content from the website is strictly prohibited, except in the cases provided for this purpose. The content of the website is intended solely for personal, non-commercial use by the User. The technological and software solutions with the help of which the website is maintained are property of the Provider or its partners and/or approved suppliers. The provision of access to information and digital resources by the Provider should not be considered and interpreted as granting licenses and/or intellectual property rights. Reproduction of the entire content of the website or parts of it may be carried out only with the explicit written consent of the Provider.

### **Links to third party websites**

The content of the website may contain links to third party websites. The Provider is not responsible for the content of these websites incl. for the links to other websites in them, as



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well as for their safe use. The Provider is not liable for losses and/or damages to the Users resulting from their use.

### **Final provisions**

When the circumstances require, these General Terms of Use may be changed and/or updated any time by the Provider. Upon the occurrence of this hypothesis, the changed and/or updated General Terms of Use shall be published by the Provider on the website, indicating the date of last update at the beginning of the document. The changed and/or updated General Terms enter into force on the date of their publication on the website, as the User is obliged to periodically check for changes and/or updates, and the Provider to keep the General Terms up-to-date.

Invalidity of a clause or part of the provisions of these General Terms does not lead to invalidity of the entire document/agreement (the General Terms of Use together with all amendments and supplements thereto represent an Agreement between the Provider and the User).

All disputes between the Provider and the User arising from these General Terms and/or the concluded individual agreements will be resolved through negotiations between the parties. In the absence of agreement between them, the matter will be referred to the competent court or the Consumer Protection Commission.

These General Terms of Use enter into force on the day of their publication on the [FMS.capital](https://www.fms.capital) website.

To issues not settled by these General Terms shall apply the provisions of the applicable Bulgarian legislation.

In case of additional questions related to these General Terms, the User may contact the Provider via the contact details published on the website.