



smart  
factoring

## **Terms and Conditions**

## 1. Introduction

1.1 Welcome to the Smart Factoring EOOD's ("Smart Factoring") Website (the "Website").

1.2 The Website is the operated by Smart Factoring EOOD (a company registered in Republic of Bulgaria with identification number 207214254 and having its registered office located at: Sofia, 1000, 2 "Positano" sq., Perform Business Centre).

1.3 Through the Website, you have access to a variety of resources and content. These include, but are not limited to, the following:

1.3.1 web pages, data, messages, text, images, photographs, graphics, audio and video such as podcasts and webcasts, and documents such as press releases, case studies, articles, newsletters, white papers, product data sheets, general terms and conditions under contracts, ("Materials"); and

1.3.2 forums, discussion groups, chat areas, bulletin boards, blogs, wikis, e-mail functions, client onboarding and other services in connection with which you can upload, download, share, email, post, publish, transmit or otherwise access or make available Content (as defined below) ("Community Services" and together with Materials and other information are collectively referred to as "Content").

1.4 The following are terms and conditions of a legal agreement between you ("You" or "Your") and Smart Factoring and these terms and conditions shall govern your use of our Website. More specifically, by:

1.4.1 accessing and/or using the Website or the Content provided on or through the Website, and/ or

1.4.2 submitting any material and/ or information to or through our Website, you agree to follow and be bound by these terms and conditions concerning your access to and use of the Website and the Content ("Terms of Use"). If you disagree with these Terms of Use, you should not use our Website in any way

1.5 You must be at least 18 years of age to use our Website. By using our Website, you warrant and represent to us that you are at least 18 years of age.

1.6 Our Website uses cookies. By using our Website, you consent to our use of cookies in accordance with the terms of our Privacy and Cookies Policies.

## 2. Copyright and Trademark notice

Subject to these Terms of Use:

2.1 We, together with our licensors, own and control all the copyright, trademarks and other intellectual property rights in our Website and the Content; and

2.2 all the copyright, trademarks and other intellectual property rights on our Website and the Content are reserved;

2.3 the names, logos, trademarks, and service marks of Smart Factoring that appear on the Website or in the Content may not be used in any advertising, publicity, promotion, or in any other manner implying

the endorsement or sponsorship of Smart Factoring, or affiliation with any product or service, without our prior express written permission;

2.4 you acknowledge that you do not acquire any ownership rights in any and all of our intellectual property by downloading copyrighted and/or other material.

### **3. Terms of Use, the Privacy Policy and Cookies Policy**

3.1 Our Privacy Policy and Cookies Policy set out how we will respect your privacy and how we use data collected by the Website. For additional and detailed information, please see our Privacy Policy and Cookies Policy.

3.2 Smart Factoring may revise these Terms of Use at any time, without notice. The revised Terms of Use will be effective when posted / published on the Website. Accordingly, if you disagree with and do not want to accept the Terms of Use, as these have been revised, you must discontinue to use our Website.

3.3 You acknowledge and accept that any personal information collected on our Website may be accessed, processed and stored globally and will comply with Smart Factoring's Privacy Policy.

3.4 You hereby acknowledge, understand and accept that we collect, use, process, possess and otherwise store your personal data and information and may share such data, where necessary, with third party service providers for the purposes identified in our Privacy Policy and Cookies Policies and to the extent permissible under applicable law.

### **4. License to use our Website**

4.1 You may, subject to these Terms of Use:

4.1.1 view pages from our Website in a web browser;

4.1.2 print pages from our Website;

4.1.3 download pages from our Website;

4.1.4 stream audio and video files from our Website, if applicable;

4.2 Except as expressly permitted by section 4.1 or other provisions of the Terms of Use, you must not download any material and/or Content from our Website or save any such material and/or Content to your computer.

4.3 You may only use our Website for your own personal, informational and / or non-commercial purposes and you must not use our Website for any other purposes.

4.4 Except as expressly permitted by the Terms of Use, you must not edit or otherwise alter or modify any material, information and/or Content or any other item of our Website.

4.5 Unless you own or control certain relevant rights in the said material and/or Content, you must not:

4.5.1 republish any material and/or Content;

4.5.2 sell, rent, license or sub-license any material and/or Content;

4.5.3 publicly screen any material and/or Content;

4.5.4 use or exploit any material and/or Content for a commercial purpose; or

4.5.5 redistribute any material and/or Content for any purpose.

4.6 Notwithstanding the provisions of section 4.5, you may only redistribute our newsletters or articles or case studies from our Website, in print and electronic form to any person that are intended for such purpose.

4.7 We reserve the right to restrict access to certain sections/ parts of our Website, or our entire Website as a whole, at our discretion. Pursuant to this section, you must not circumvent or evade, or attempt to circumvent or evade, any restriction of access measures on our Website.

## 5. Acceptable use

5.1 You must not:

5.1.1 use our Website or Content in any way or take any action that causes, or may cause, damage or impairment of the performance, availability, visibility or accessibility of the Website or the Content;

5.1.2 use our Website or Content in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

5.1.3 use our Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

5.1.4 conduct any systematic or automated data collection activities (including, without limitation to, scraping, data mining, extraction and data harvesting) on or in relation to our Website without our clear and express written consent;

5.1.5 access or otherwise interact with our Website using any robot, spider or other automated means;

5.1.6 use data collected from our Website for any direct marketing activity (including but without limitation to email marketing, SMS marketing, telemarketing and direct mailing);

5.1.7 use our Website or Content in any way that is false or misleading;

5.1.8 use our Website or Content in a way or take any action that is defamatory, degrading or derogatory of another;

5.1.9 use our Website in any way or take any action that violates or disrespects another person's privacy or includes any copies of another person's confidential, sensitive or personal data

5.2 You must not use data collected from our Website to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through our Website, or in relation to our Website, is true, accurate, current, complete and non-misleading.

## 6. User details on Website

6.1 If you submit your application for a job at Smart Factoring through our Website, you are responsible to ensure that the information you submit (including but not limited to, your full name, email address, phone number, cover letter and curriculum vitae) are accurate, current and true.

6.2 If you submit your enquiry via the Request Information section or are using the Client Onboarding function on our Website, you are responsible to ensure that the information you submit (including but not limited to, your full name, email address, phone number, location and/or any other requested and/or submitted information) are accurate, current and true.

6.3 Our Privacy Policy sets out in detail how we will respect your privacy and how we will process your personal data collected via our Website (pursuant to Section 6.1 and 6.2 above). We advise you to read our Privacy Policy carefully before you submit an application or an enquiry through our Website.

## 7. Your content: License

7.1 For the purpose of these Terms of Use, “your content” means all works, information and materials (including and without limitation to text, graphics, images, scripts, software and files) which are not “personal information” as defined and identified in our Privacy Policy, which you submit or forward to us or our Website for storage or processing by, or transmission via, our Website.

7.2 To the extent permissible by law, you grant to us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free and fully sub-licensable license to use, reproduce, modify, store, adapt, publish, publicly perform, publicly display, broadcast, transmit, translate and distribute your content in any existing or future media and/ or in relation to the Website and/ or any successor website, for any purpose and in any form, medium or means of technology.

7.3 You grant us the right to sub-license the rights licensed under section 7.2.

7.4 You grant us the right to bring an action for infringement of the rights licensed under section.

7.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

7.6 You may edit your content to the extent permitted using the editing functionality made available on our Website.

7.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

7.8 You hereby warrant that:

7.8.1 you have the authority and right to grant this license; and

7.8.2 Smart Factoring's exercise of the rights granted pursuant to this license will not infringe or otherwise violate any third-party rights.

## 8. Your content and personal information: general rules applicable

8.1 You warrant and represent that your content and your personal information will comply with the Terms of Use.

8.2 Your content and your personal information must not be illegal or unlawful and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

8.3 Your content and your personal information, and the use of your content and your personal information by us in accordance with the Terms of Use, must not:

8.3.1 be libelous, untrue, inaccurate, misleading or maliciously false;

8.3.2 be obscene or indecent or not in good taste;

8.3.3 infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or any other intellectual property right;

8.3.4 infringe any right of confidence, right of privacy or right under data protection legislation;

8.3.5 constitute negligent advice or contain any negligent statement; 8.3.6 constitute an incitement to commit a crime;

8.3.7 be in contempt of any court or in breach of any court order;

8.3.8 be in violation of racial or religious hatred or discrimination legislation;

8.3.9 be blasphemous;

8.3.10 be in breach of official secrets legislation;

8.3.11 be in breach of any contractual obligation owed to any person;

8.3.12 depict violence in an explicit, graphic or gratuitous manner;

8.3.13 consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;

8.3.14 constitute spam; and

8.3.15 be offensive, deceptive, racist, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory.

## 9. Limited warranties and Termination of use

9.1 To the extent permitted by applicable law, we do not warrant or represent:

9.1.1 the completeness, reliability or accuracy of the information published on our Website;

9.1.2 that the material or Content on the Website is up to date;

9.1.3 that the Website or any service on the Website will remain available;

9.1.4 to monitor the Website or screen the Content that is shared or submitted on or through the Website, notwithstanding the fact that we reserve the right to review the Website and Content and to monitor all use of and activity on the Website and to remove or choose not to make available on or through the Website any Content in our sole discretion;

9.1.5 that the Website or Content therein will meet your requirements;

9.1.6 that the Website will be available on an uninterrupted, timely, secure or error-free basis; and

9.1.7 that the quality of any information or Content, viewed, read or obtained by you on or through the Website will meet your expectations.

9.2 We reserve the right at any time without notice or explanation at our sole discretion, to discontinue or modify any or all of our Website Services, to stop publishing our Website, to discontinue providing or limit access to the Website and to discontinue or modify or stop publishing any material or Content on our Website.

9.3 To the extent expressly provided otherwise in this Terms of Use, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Website Services, or if we stop publishing the Website.

9.4 To the maximum extent permitted by applicable law and subject to section 10.1, we exclude all representations and warranties relating to the subject matter of the Terms of Use, our Website and the use of our Website and we expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties regarding merchantability, fitness for a particular purpose and non-infringement with respect to the Website all Content provided on or through the Website.

9.5 We may at our sole discretion terminate or limit your access to or use of the Website if we determine that you have infringed the copyrights of a third party.

9.6 We may remove Content that is confidential and/ or proprietary to a third party without that third party's permission.

9.7 Except where expressly provided otherwise, the Website and all Content provided on or through the Website, are provided on an "as is" and "as available" basis.

## **10. Limitations and exclusions of liability**

10.1 Nothing in the Terms of Use will:

10.1.1 limit or exclude any liability for death or personal injury resulting from negligence;

10.1.2 limit or exclude any liability for fraud or fraudulent misrepresentation;



10.1.3 limit any liabilities in any way that is not permitted under applicable law; or

10.1.4 exclude any liabilities that may not be excluded under applicable law.

10.2 The limitations and exclusions of liability set out in this section 10 and elsewhere in these terms and conditions:

10.2.1 are subject to section 10.1; and

10.2.2 govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

10.3 To the extent that our Website and the information and Services on our Website are provided free of charge, we will not be liable to you for any direct, indirect, incidental, special or consequential loss or damage of any nature.

10.4 We will not be liable to you in respect of any direct, indirect, incidental, special or consequential losses arising out of any event or events beyond our reasonable control.

10.5 We will not be liable to you in respect of any direct, indirect, incidental, special or consequential business losses, including (without limitation to) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

10.6 We will not be liable to you in respect of any direct, indirect, incidental, special or consequential loss or corruption of any data, database or software.

10.7 You hereby acknowledge and accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## 11. Breaches of the Terms of Use and Indemnity

11.1 Without prejudice to our other rights under the Terms of Use, if you breach the Terms of Use in any way, or if we reasonably suspect that you have breached the Terms of Use in any way, we may at our sole discretion:

11.1.1 send you one or more, formal warnings;

11.1.2 temporarily suspend your access to our website;

11.1.3 permanently prohibit you from accessing our website;

11.1.4 block computers or other electronic devices using your IP address from accessing our Website;

11.1.5 contact any or all of your internet service providers and request that they block your access to our Website;



11.1.6 commence legal action against you, whether for breach of contract or otherwise; and/or

11.2 In any event that we may suspend or prohibit or block your access to our Website or a section of our Website, you must not take any action to circumvent such suspension or prohibition or blocking.

11.3 You hereby confirm and agree to indemnify and hold Smart Factoring (including our officers, directors, employees, agents, contractors and clients) harmless from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorney's fees and costs, due to or arising out of Content or information that you share/ submit/ provide to us, your violation of these Terms of Use or any other or additional rules, regulations, guidelines or terms of use posted for a specific section of the Website or Content provided on or through the Website or your violation or infringement of any third party rights, including intellectual property rights.

## 12. Waiver and Severability

12.1 If a provision of the Terms of Use (including provisions in relation to certain disclaimers and/ or exclusion or limitation of certain warranties and/ or liabilities) is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

12.2 If any unlawful and/or unenforceable provision of these Terms of Use would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

12.3 If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified or adjusted to make the Terms of Use as modified legal and enforceable.

12.4 Our failure or omission to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision.

## 13. Third party rights

13.1 An agreement under these Terms of Use is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

13.2 The exercise of our and your rights under a contract under these Terms of Use, is not subject to the consent of any third party.

13.3 The Website provides links to websites and access to content, products and services of third parties.

13.4 We are not responsible for third party content provided on or through the Website or for any modifications or updates to such third-party sites and you bear all risks associated with the access to, or use of, such websites and third-party content, products and services.

## 14. Entire agreement

Subject to section 10.1, these Terms of Use, together with our Privacy Policy and Cookies Policy, shall constitute the entire agreement between you and us in relation to your use of our Website and shall supersede all previous agreements between you and us in relation to your use of our Website.

## 15. Law and jurisdiction

15.1 These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of Bulgaria.

15.2 Any disputes, claims or obligations (whether contractual or non-contractual) arising out or in connection with it or its subject matter or formation shall be governed by the laws of the Republic of Bulgaria and subject to the non-exclusive jurisdiction of the courts of the Republic of Bulgaria.

## 16. Our contact details

16.1 This website is operated by Smart Factoring EOOD.

16.2.1 by post, using the postal address given above and the addresses published on the Website;

16.2.2 using our Request Information section on our Website;

16.2.3 by telephone, on the contact number published on our Website; or

16.2.4 by email, using the email address published on our Website.

Effective on October 13th, 2023