

# GENERAL TERMS AND CONDITIONS FOR USING THE SERVICES AVAILABLE THROUGH THE WEBSITE eCasting.me

This document contains the General Terms and Conditions of the agreement for using the information services and resources provided through the website eCasting.me (the General Terms and Conditions) and it shall regulate the relations between eCasting.me and each of the users of the information services and resources available through the website eCasting.me. The agreement is concluded in Bulgarian language.

## 1. DEFINITION

In the interpretation and application of these General Terms and Conditions, the terms and expressions used shall have the following meaning:

1. 'IP Address' is a unique identification number associating a device, an Internet page or user's resource in a way allowing their localization in the Internet global network.
2. eCasting.me (<https://www.eCasting.me>) is a website owned by ECASTING Ltd, having its seat and registered address: city of Sofia, 54 Tsaritsa Yoanna blvd, P.O. Box 20, Post "ECASTING", unified identification code (UIC) 202943489, telephone number +359883331103, e-mail: [office@eCasting.me](mailto:office@eCasting.me), Registration in Personal Data Protection Commission: 1388147, hereinafter referred to as the COMPANY, through which USERS are offered the information services and resources described in the present General Terms and Conditions.
3. 'Electronic link' is a link indicated on a certain webpage, which allows automated referral to another webpage, information resource or object by standardized protocols.
4. 'Malicious Acts' are acts or omissions violating the Internet ethics or causing harms to persons connected to the Internet or associated networks, sending of unsolicited mail (SPAM, JUNK MAIL), channel overflowing (FLOOD), obtaining access to resources by means of other users' rights and passwords, using deficiencies in the systems for the purpose of obtaining benefit for oneself or information (HACK), performing acts that can be qualified as industrial espionage, damaging or destruction of systems or information massifs (CRACK), sending of 'Trojan Horses' or causing installation of viruses or remote control systems, disturbing the normal work of the other users of the Internet and associated networks, performing any actions that may be defined as

a criminal or administrative offence under the Bulgarian legislation or another applicable law.

5. 'Webpage' is a part of a website, which may be a constituent or a stand-alone page.

6. 'Information System' is a device or a system of connected devices, which or any of which is designed to store, send or receive electronic documents.

7. „USER" is any person that uses the information services and resources provided via the eCasting.me Website.

8. 'User Content' is any video materials, images, text, pictures, multimedia content or another kind of material deployed by the USER on a Company Server so that it may be accessible to all other USERS via the website eCasting.me.

9. 'Server' is a device or a system of connected devices, on which or on any of which system software is installed for the performance of tasks related to the storage, processing, and acceptance or sending of information.

10. 'Website' is a stand-alone location on the Internet accessible through its uniform web address or uniform resource locator (URL) under a HTTP or HTTPS protocol, which contains files, programmes,, text, sound, picture, image, electronic links or other materials and resources.

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## 2. SUBJECT MATTER OF THE AGREEMENT

1. The Company, via its website eCasting.me, provides the services specified in the General Terms and Conditions to the USER ('the services'), where the USER observes strictly the requirements laid down in the General Terms and Conditions.

## 3. SCOPE OF APPLICATION. COMPLIANCE WITH THE GENERAL CONDITIONS

1. These General Terms and Conditions shall apply to the relations between the Company and the USERS of the eCasting.me Website.

2. The text of the General Terms and Conditions is available on the Webpage with address <https://www.eCasting.me> in a way which allows its storage and reproduction. Upon any use of the information services and resources provided by the Webpage eCasting.me, including on the

Webpage opening from the website eCasting.me, as well as on every clicking on an electronic referral (link) from the homepage or any other Webpage of the uk.eCasting-intemational.com Website, users are invited to read the General Terms and Conditions and state whether they accept them. By clicking on the 'I agree' button USERS declare that they are familiar with the General Terms and Conditions, they accept them and undertake to comply with

3. By clicking on the 'I agree' button, you DECLARE THE FOLLOWING:

- I have read the conditions for using eCasting.me and I accept them.
  - eCasting.me does not bear responsibility for the content of profiles or for damage caused to third parties as a result of publishing profiles on the website. Profiles are published in real time and for this reason an automatic verification of the content is impossible to make. For abuse of profiles on the website, please contact us from here!
  - eCasting.me has an information character only.
  - The use of the services provided by eCasting.me to the Users does not entail any relations of labour employment and/or financial obligations on the part of the Company to the users.
  - You state that you accept voluntarily this Webpage browsing.
  - You use uk.eCasting-intemational.com on your own responsibility and at your own will.
- After you have entered the website, you bear responsibility for the eventual moral and material damage caused by you or to you.

#### 4. AMENDMENTS TO THE GENERAL CONDITIONS

1. In view of the periodical supplementation and modification of the Services, their improvement and extension, as well as in relation to possible legislative changes that may have an impact on them, the General Terms and Conditions may be amended unilaterally by the Company. Such an amendment may also be performed upon a change of the type, nature or technology of the services provided and upon a change in the economic conditions.

2. Upon the introduction of amendments to the General Terms and Conditions, the Company shall bring them to the knowledge of the USERS by publishing them on the eCasting.me Website. The Company shall give the USERS two weeks to acquaint themselves with the amendments to the General Terms and Conditions and to declare their consent with

them. If a USER does not state explicitly that he/she do not agrees with the amendments made to the General Conditions, this is considered as acceptance of the amendments to the General Terms and Conditions.

3. These General Terms and Conditions, as well as any future amendments thereto shall also apply to the existing USERS as of the date of entry into force of the said General Conditions. The declaration on the part of a USER that he/she disagrees with the amendments to the General Terms and Conditions

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will lead to an automatic termination of the agreement for using the services provided via the eCasting.me website between the USER concerned and the Company, where the Company shall have the right to delete from its servers the whole User Content uploaded on them.

## 5. USERNAME AND PASSWORD. PROFILE

1. On publishing a profile, the USER indicates a password for access to the administrative panel for editing a profile.

2. A password is a code of letters and digits by means of which the USER is individualised as an owner of his/her profile in eCasting.me. The Company does not check and does not bear responsibility for the password authenticity, for the rights of third parties affected by it, and in particular, the right to a name or other individual rights, the right to a trade name (firm), the right to a trade mark or other intellectual property rights.

3. The USER shall not disclose his / her password to third parties and shall be obliged to immediately inform the Company in case of unauthorised or probable unauthorised access. The USER shall take all care and take the required measures which are reasonably necessary to safeguard his/her password and shall bear full responsibility for all his/her actions performed by him/her or by a third party by using the password.

## 6. RIGHTS AND OBLIGATIONS OF THE USER

1. The USER himself/herself provides the necessary customer equipment for using the services provided by the Company (terminal devices for Internet access) and Internet access.

2. The USER shall be entitled to an on - line access to the Services provided via the eCasting.me Website, complying with the access conditions and requirements, specified by the Company.

3. The USER shall have the right to upload on a Company server user content whose copyright holder he / she is or if he/she has received the right to use

it or sublicense it on a valid legal ground.

4. Upon use of the services provided by eCasting.me, the USER shall not load , deploy on a Company server and shall not disclose in any way to third parties User Content - information, data, text, sound, files, software, music, video, photographs, charts, audio materials, messages, as well as any other materials or electronic links to materials:

- contravening the Bulgarian legislation, the applicable foreign laws, the present General Terms and Conditions, inconsistent with the Internet ethics, the moral rules and the principles of morality;

- containing violence (including cruelty to animals ), violence propaganda, disrespect for human dignity, threat to life;

- with pornographic content;

- containing acts of disrespect for school rules, destruction of or damage to school or other public property; - containing clearly distinguishable bodies of victims of car accidents and other severe accidents;

- insulting a religion or containing religious propaganda;

- representing commercial or office secret or other confidential information;

- that are subject of third parties' intellectual property rights, unless the holder of the right has given his or her consent;

- violating any third parties' property or non-property rights or legal interests;

- spreading discrimination on the grounds of gender, race, education qualification, age and religion or advocating a fascist, racist or another kind of non- democratic ideology;

- harming the good name of others and calling for a forcible change of the constitutionally established order, for the committing of a crime, for violence against the personality or for incitement of racial, national, ethnic or religious enmity;

- containing information inciting the performance of terrorist activities and any kind of information related to terrorism;

- containing information about other people's passwords or access rights without the consent of their holder, as well as software for access to such passwords or

- of poor quality and ambiguous content;

- with a file size that is beyond the maximum size specified on the

eCasting.me Website.

5. When using the services provided by uk.eCasting-intemational.com, the USER undertakes:

- not to perform malicious acts within the meaning of these General Terms and Conditions;
- to immediately notify the Company about any case of committed or established violation when using the provided services;
- not to impersonate another person or a representative of a legal person or a group of people he/she is not authorized to represent or to otherwise mislead third parties about his/her identity or belonging to a certain group of people;
- to inform the Company about any corrupted files he/she has established so that these can be removed;
- not to use methods resulting in forcible loading of content unwanted by the Internet users ('pop-ups', 'blind links' etc.).

6. The USER shall have the right at any time, at his/her own discretion, to terminate the use of the services provided by the Company, where the Company shall have the right to delete from its servers all of the User Content uploaded by him/her.

7. The USER may have access and may use User Content or any other content published on the eCasting.me Website for private purposes only, using the normal function of the Website. He or she may have access to multimedia content (audio and video recordings/files) only by means of streaming - transmitting of a constant audio and video stream of signals from the Website via the Internet to the terminal device of the USER, which only provides a possibility for the USER to watch and listen to audio and video recordings in real time, without a possibility to keep a permanent copy, download, record, disseminate and/or watch or listen to it later.

8. The USER shall be obliged to provide access to User Content or any other kind of content published on the eCasting.me Website by using any other technology or means that are different from the technology and means provided by the eCasting.me Website and realized through the normal operation of the site. The USER shall not use, copy and disseminate User Content for any commercial purposes.

9. The User shall not have the right to use materials from the Website without the express consent of their owner.

10. The User shall not have the right to distribute any materials protected by copyright, trademarks or any such information without the express consent of the owner of the said materials.

11. The User shall not have the right to transmit information that is

offensive, indecent, threatening , aggressive and with racial orientation ; illegal materials or any kind of materials containing elements of violence against the other party. In case you have established a violation of the above conditions, please let us

12. Before publishing pictures or video material on the [uk.eCasting-international.com](http://uk.eCasting-international.com) Website, every User shall read and accept the conditions of this agreement about content which applies to all files published by him/her at any time.

13. With the act of sending any kind of file to [eCasting.me](http://eCasting.me), the User is considered to have agreed to observe the limitations and requirements for full compliance of all the materials with the Terms and Conditions for using [eCasting.me](http://eCasting.me). Together with the unconditional application of the above rules, the User accepts that the [eCasting.me](http://eCasting.me) service is intended for publishing and sharing of materials of private nature, which:

- show the user;
- have been made by the user;
  
- represent animation or works of art created by the user.
- In connection with this, the User agrees not to publish any other files unless they have been originally created by him/her.
- The User agrees not to publish materials which violate or are subject to regulation by copyright, trademark, publication violating privacy or any other rights of third parties, nor shall he/she undertake any actions related to the circumvention of methods of control over content, which the Company may use.

## 7. RIGHTS AND OBLIGATIONS OF THE COMPANYY

1. The Company shall take due care to provide a possibility for the USER to make normal use of the Services.

2. The Company does not have the obligation and the objective possibility to control the way in which the USER uses the Services provided, nor does it have responsibility for the User Content or the USER'S activity with respect to using the Services.

3. The Company is not obliged to monitor the information stored on its servers or made available upon provision of the Services, nor is it obliged to look for facts and circumstances indicating performance of unauthorised activity on the part of the USER by using the Services.

4. In accordance with the requirements of the effective legislation, the Company shall store information materials and resources deployed by the USER on a Company server and shall have the right to make them

available to the competent state authorities whenever it is necessary in view of the protection of the rights, legal interests and security of the Company or of third parties, as well as in cases when the abovementioned materials have been duly requested by the state authorities concerned.

5. The Company shall have the right to place on each of the pages of the eCasting.me Website electronic links, advertising banners and other forms of advertising for goods and services offered by the Company or third parties, as well as electronic links and advertising banners leading to websites beyond the control of the Company.

6. The Company shall not bear liability for the content, veracity and lawfulness of similar Web pages or resources and of services or resources that became known to the USER while using the services of the eCasting.me Website, nor shall it bear liability for the content, veracity and lawfulness of the information contained in the electronic texts sent and received by the USERS or in the comments published by them.

7. The Company shall have the right to send unsolicited commercial messages to the USER with the aim to propose information and advertisements about its own goods and/or services or such offered by other business companies, to make inquiries on various issues, conduct surveys, etc. By the acceptance of these General Terms and Conditions the USER agrees to receive unsolicited commercial messages from the Company.

8. The Company shall have the right, but not the obligation at its own discretion to suspend the access to and/or remove User Content when the latter contradicts the requirements laid down in the present General Terms and Conditions.

9. The Company shall have the right at its own discretion and without warning to suspend or restrict on a temporary basis the access of the USER to the Services, as well as the access of other users to User Content deployed by him/her when, in the opinion of the Company, the USER uses the Services in violation of the legislation, the present General Terms and Conditions, the accepted principles of morality or other applicable norms.

10. The Company shall only card index those who are willing to participate as extras in television, film productions and advertisements.

11. The Company is not an intermediary in the relationships between the users of the Service and does not bear any employment or financial obligations to the



## 8. INTELLECTUAL PROPERTY

1. By the deployment of each video material, image, text or any other kind of material (User Content) on the eCasting.me Website, the USER

grants to the Company the non-exclusive right to use, record, store and disseminate publicly it on the Internet, including to offer access to an unlimited number of people to it in a way which allows this access to be provided from a place and at a time chosen individually by each of them, for the purposes of and in connection with the provision of the Services that are the subject of these General Terms and Conditions, without owing payment for this and without territorial limitations (for the whole world).

2. The right under the preceding paragraph shall be granted for the period of time when User Content is deployed on a Company server, as well as for 3 (three) years after its removal or deletion from the server. The right granted to the Company includes the right to use the User Content for the needs of promoting or advertising the Company and the uk.eCasting-international.com Website in other media and/or in a modified form, including the right of sub-licensing the use of the User Content to other media in relation to the development of the Company activity. The USER shall declare that he/she is a copyright holder and has the right to use the material concerned in the way specified in this paragraph, including the right to sub-license the use of the said material, where he/she has acquired this right on legal grounds, contractual or any other legal basis, and that the deployment of this content on the Website and its use in accordance with the present General Terms and Conditions does not violate the rights of third parties. In addition, the USER declares that he/she has obtained the consent of each person that participates or is indicated in the User Content deployed by the USER in view of shooting/recording, imaging, using the name or other data about such a person, as well as publishing the material concerned on the eCasting.me Website.

3. By the deployment of each User Content on the eCasting.me Website, the USER agrees and provides to all other users of the Services the non-exclusive right of access to the materials published, without owing payment for this and without territorial limitations (for the whole world).

4. The right under the preceding paragraph shall be granted for the period of time when the User Content is deployed on a Company server,

as well as for a period of 3 (three) years after its removal or deletion from the server.

5. While using the Services that are subject of the present General Terms and Conditions, the USER shall have access to diverse content and resources that are subject of copyright of the Company, of other USERS or of the persons respectively specified. The USER shall have access to the content in view of the use thereof for personal needs in accordance with these General Terms and Conditions and shall not have the right to use, record, store, reproduce, modify, adapt, distribute publicly the content that has become accessible to him/her while using the Services.

6. The USER shall be obliged not to evade, damage or otherwise disturb the normal operation of technical or software applications placed by the Company on the eCasting.me Website in view of preventing or restricting the use of the content on the Website in violation of the present General Terms and Conditions, which also includes restricting the ways of using or coping User Content.

6A. After the deployment of the pictures or other visual material by the User on the eCasting.me Website, the said material is processed, copied in different sizes and formatted, and a watermark is placed on it. By accepting the present General Terms and Conditions, the User agrees with the processing, copying in different sizes and formatting of the pictures and visual material he/she has deployed on the eCasting.me Website for publishing, as well as with the putting of watermark on it in view of placing it on the eCasting.me Website.

7. The USER shall be solely liable for the legality of the User Content published or made available through the use of the eCasting.me services, as well as for his/her actions on publishing it, and for the consequences thereof.

8. The intellectual property rights in all materials and resources deployed on the Website, beyond the User Content uploaded by the Website users, shall be subject of protection in accordance with the Copyright and Related Rights Act and/or the Law on Trademarks and Geographical Indications, and belong to the Company or to a specified person that has assigned the right of use to the Company, and may not be used in violation of the effective legislation.

9. In case the USER considers his/her intellectual property rights violated by another user, he/she shall notify the Company in writing. The notice shall contain exact identification of the material (the exact URL) allegedly published in violation of intellectual property rights,

indication of the person or persons whose intellectual property rights have been violated and the grounds on which these persons have become holders of the said rights, as well as

an address and telephone number for contact with the USER. The Company, in its own discretion undertakes the actions specified in these General Terms and Conditions.

## 9. LEGAL NOTICE. LIABILITY. LIMITATION OF LIABILITY

1. The Company shall take care of providing a possibility for the USER to normally use the Services, but it does not have an obligation and does not guarantee that the Services provided shall satisfy the requirements of the USER or that they shall be continuous, timely or secure. By accepting the present General Terms and Conditions, the USER declares that the Services provided shall be entirely at his/her own risk and the parties agree that the Company shall not be held liable for damages eventually caused to the USER while using the services provided, unless they have been caused intentionally by the Company or in case of gross negligence.

2. The Company shall not be liable for the User Content or for the activity of the USER in relation to the use of the Services. In addition, the Company shall not be held liable for damages caused to other USERS upon the access to or use of content that has been provided to them by the USER or that has become available via the eCasting.me Website.

3. The Company shall not be liable for the availability and quality of goods and the content of services brought to the attention of the USER by publication on the Website of electronic links, advertising banners and notices for the sale of goods and provision of services by third parties and/or by attaching such to the text of the commercial messages sent to him/her to the electronic mailbox address specified by him/her. As far as the activities of such third parties are not under the control of the Company, the latter shall not be held liable for any breach caused by the said third parties or for the arising, guaranteeing, fulfilment, change and termination of obligations assumed with respect to the goods and services offered by the third parties, nor shall it be held liable for damages and benefits lost resulting from these relations.

4. The Company shall not be held liable for failure to provide the services upon the occurrence of circumstances beyond its control - in case of force majeure, accidental events, problems in the Internet global network and in the provision of services beyond the control of the

Company, problems that are due to the USER's equipment, as well as in cases of unauthorised access or intervention by third parties in the operation of the information system or the Company servers.

5. The Company shall not be held liable for damages caused to the software, hardware or facilities of the USER, or for a data loss resulting from the loading, searching or using in anyway of materials or resources via the services provided.

6. The Company shall not bear liability to the USER and third parties for damages suffered and benefits lost due to termination, suspension, change or restriction of the services, due to the deletion, modification, loss, inauthenticity, inaccuracy or incompleteness of notices, materials or information which have been used, saved or become available via the eCasting.me Website.

7. The parties accept that the Company does not bear liability for failure to provide the Services or for providing them with worsened quality as a result of tests made on the part of the Company for the purpose of inspecting the equipment, links, networks etc., or tests intended for improvement or optimisation of the Services provided.

8. By the acceptance of these General Terms and Conditions, the USER declares that he/she is aware of the possibility for eventual disruptions in the provision of the service due to technical problems in the Company equipment.

9. The Company shall not be held liable for a person whose personal data have been used by another person for using the Services provided by the Company, regardless of whether the person has given his/her consent or not.

10. The Company shall not be held liable for the content of web pages reached via the links published on this page, nor shall it be held liable for material and moral damages for the Users or for third parties, ensuing from the use of the links published on eCasting.me Website.

## 10. RIGHTS OF THE COMPANY IN CASE OF NON-FILFILLMENT OF USER'S OBLIGATIONS

1. The Company shall have the right to stop at any time and without prior notice the access to any content loaded on the eCasting.me Website

by the USER, in case it considers this content contravening the effective Bulgarian legislation, the present General Terms and Conditions or the rights and lawful interests of third parties; to stop, restrict or change

the Services provided to the USER, as well as to refer to the competent state authorities if in the opinion of the Company the USER, through his/her behaviour, violates provisions of the effective Bulgarian legislation, the present General Terms and Conditions or the rights and lawful interests of third parties.

2. Upon receipt of statements from third parties that User Content published on the eCasting.me Website violates their intellectual property rights, as well as in cases when the USER violates an intellectual property right of the Company, the Company shall have the right, at its own discretion and without a prior warning to stop the access to such kind of User Content until the resolution of the dispute with an act from a competent state authority. Upon receipt of an order from competent state authorities, having to do with User Content, the Company shall have the right, without a prior warning to stop the access to such kind of User Content or to perform other acts in accordance with the order received.

3. The Company has the right, without a prior notice to disable the password for access to the USER profile in case that, in the opinion of the Company, the USER violates provisions of the effective Bulgarian legislation, of the present General Terms and Conditions or the rights and lawful interests of third parties. In such cases the Company has the right to delete from its servers the entire User Content deployed by the USER. The contract with the USER is considered automatically terminated.

4. On receiving information which gives sufficient grounds to assume that the USER'S behaviour while using the services of the uk.eCasting-international.com Website could constitute a crime or an administrative offence, the Company shall have the right to refer to the competent state authorities, providing the required support and all necessary and information and materials required in an orderly manner, which could help identify the perpetrator and prove the committed crime or administrative offence.

5. In the above cases the Company shall not be held liable for the damages suffered and benefits lost by the USER or third parties, occurring as a result of the suspension, alteration or restriction of the Services, termination of the contract or submission of information or execution of orders issued by the competent state authorities.

## 11. ACTIVATION OF A PROFESSIONAL PROFILE

1. Any registered user may activate his / her Professional Profile as a change status via the button on the profile.
  - 1.1. For one month for €4,99/9,76 BGN per month
2. Payment of the subscription can be done through the available payment methods.
3. Terms of Online Order Cancellation apply to any User who purchases from [www.eCasting.me](http://www.eCasting.me). Each User has to check in the Checkout box that he has met the Terms of Service refusal here and accepts them - before finally confirming his order.
4. In the event that the User has initiated a cancellation procedure after completing and returning the enclosed Refusal Form. It is only necessary to follow the steps in it.

Ecasting Ltd. reserves the right not to accept the Cancellation of an online order - if you do not receive a completed Cancellation Form.

## 12. INDEMNITIES

1. The USER shall be obliged to indemnify the Company and all third parties for all damages and benefits lost suffered by them, including for paid pecuniary sanctions, attorney's fees and other expenses resulting from claims brought by and/or indemnities paid to third parties in relation to materials which the USER has made publicly available through use of the Services provided by the Company, in violation of the Bulgarian legislation, the applicable foreign laws, the present General Terms and Conditions or the accepted principles of morality, as well as in relation to other violations of the USER's obligations under these General Terms and Conditions.
2. Apart from the above, the USER undertakes to indemnify the Company for all damages caused as a result of using the provided services by third parties, to which the USER has given his/her password in violation of the present General Terms and Conditions.
3. The obligations of the parties continue to have effect even after the termination of the contract with the USER.

## 13. PRIVACY POLICY

1. The Company shall have the right to collect and use information about the USER. The information through which the person may be identified may include first name, family (father's) name, location, as well as any other information which the USER enters voluntarily, uses or makes available via using the services provided by the uk.eCasting-international.com Website. In view of avoiding any To avoid any doubt, the User Content shall not be considered as personal data and, consequently, it is not subject of the protection provided in respect to the USER'S personal data according to the present General Terms and Conditions.

2. Through his/her password, every USER shall be entitled to access to his/her profile, where he/she may update the data he/she has published and the Company has stored. By accepting these General Terms and Conditions, the USER expressly agrees that the data specified may be made available to all users of the eCasting.me Website.

3. The Company shall take due care for the collection, processing and storing of USERS' personal data with strict observance of the provisions of the Personal Data Protection Act.

4. The Company shall take due care and be held liable for protection of the USER'S information that became known to him/her in relation to the provision of the Services - subject of these General Terms and Conditions - except in the cases of force majeure, an accidental event or third parties' malicious actions, as well as in cases when the USER himself has made this information accessible to third parties.

5. In the profile, the Company clearly marks the mandatory or voluntary character of the data to be submitted and the consequences of a denial to submit them. By expressing consent with these General Terms and Conditions, the USER agrees the information relating to him to be processed under the procedure laid down

6. The Company collects and uses the information for the purposes set forth in the present General Terms and Conditions, as well as for offering new services to the users, provision of goods and/or services offered by other persons, for promotions, organisation of raffles, inquiries, for statistical and any other purposes, where, by making registration for using the Services, the USER agrees to receive commercial messages sent by the Company. The abovementioned

purposes for which the information may be used are not exhaustive and do not create obligations for the Company.

7. Accepting the present General Terms and Conditions, the USER agrees with the processing of his/her personal data for the purposes of direct marketing. 8. The Company undertakes not to edit or disclose any personal information relating to the USER or to his/her using the Services and not to provide the collected information to third parties - state authorities, companies, natural persons and others, except in cases when:

- this is provided for in these General Terms and Conditions or the USER has given his/her explicit consent upon registration or at a later stage;

- this is necessary for fulfilment of a regulatory obligation of the Company;

- the information is requested by state authorities or officials who, according to the existing legislation, are authorised to demand and collect such kind of information, observing the legally established procedures;

- the information about the personal data is submitted to employees or subcontractors of the Company for activities on the administration of the same and use of the Services;

- other cases specified in the law.

9. Upon use of the eCasting.me Website, the Company shall have the right to automatically save certain information, which a computer or another terminal device of the USER sends to a Company server in relation to the USER'S activity. The information is stored in log files on Company servers and it may include the IP address of the USER, the date and time of visiting the relevant page of the eCasting.me Website, the time spent on it, etc. In addition, the Company stores the IP address of the USER, as well as any other information necessary to identify the USER and reproduce his/her electronic statement of accepting the General Terms and Conditions in case of legal dispute.

10. The Company shall have the right (but not the obligation) to install on the computer or another terminal device of the USER cookies - small text files which are saved from the Internet page through an Internet server on the hard disk of the USER, which make it possible for information about the USER to be recovered by identifying him/her and which allow to trace his/her actions.



## 14. TERMINATION AND RESCISSION OF THE CONTRACT

1. Except in the cases provided for in these General Terms and Conditions, the contract between the parties shall also be terminated upon the occurrence of any of the following circumstances:

- discontinuation of the Company activity or discontinuation of the maintenance of the eCasting.me Website;
- mutual consent of the parties to termination;
- other cases provided for in the law.

2. In case of termination of the contract between the parties on any ground, the Company shall have the right to immediately stop the access the USER concerned to the Services and delete the whole User Content deployed by the USER on the Company servers, observing the requirements of the applicable legislation. In case of termination of the Contract, the Company shall not be held liable for damages and lost benefits suffered by the USER or third parties, arising as a result of suspending the USER's access to his / her user profile, terminating his / her registration, deleting the User Content uploaded by the USER on the Company servers, and also because of submission of information or fulfilment of orders of the competent state authorities.

## 15. REFUND POLICY

1. Our refund policy is when the customer with the correct and correct account, according to the requirements of the eCasting Terms of Service, is not satisfied with the service (and in the period when he was "Professional Profile" did not receive a Call or Email or request from any of our partners) to recover the amount he has paid and to return the status of his profile on the site from "Professional" to "Simple"

## 16. COOKIE POLICY

### 1. USE OF COOKIES

eCasting uses its own and third party cookies when a User browses the Website.

Cookies are files sent to a browser through a web server to record the User's activities on the Website.

Thanks to cookies, it is possible that the eCasting server or the third party recognizes the browser of the computer used by the User in order

to make navigation easier, allowing, for example, access to Users who have previously registered, access the areas, services, promotions exclusively reserved for them without having to register for each visit. They are also used to measure the audience and traffic parameters, monitor the progress and number of entries.

Similarly, eCasting web servers automatically detect the IP address and domain name used by the user. All this information is recorded in a server activity file that allows the subsequent processing of data in order to obtain statistical measurements that allow knowing the number of page impressions, the number of visits made to web services, etc.

To use the Website, it is not necessary for the User to allow the installation of the cookies sent by eCasting, but it is possible that by rejecting them, the User can not enjoy all the products / services of the Website, usability problems arise or problems arise with the start and maintenance of the session.

## 2. TYPES OF COOKIES

eCasting uses the following types of cookies:

- Analytical Cookies: They allow eCasting to quantify the number of users in order to make measurements and statistical analysis of the use of the Service, in order to improve it.

- Advertising Cookies: They allow eCasting to manage the advertising spaces included in the Website based on criteria such as the content and frequency of the advertisements.

- Behavioral advertising cookies: They allow eCasting to manage advertising spaces. These cookies store information on the behavior of Users obtained through the continuous observation of their browsing habits, which allows developing a specific profile to display advertising based on it.

- Technical cookies: They allow the functioning of different functionalities of the Website, such as keeping the session open or viewing a video.

## 3. REVOCATION AND DELETION OF COOKIES

- eCasting informs that the User has the possibility to configure his browser to be warned on screen of the reception of cookies and to prevent its installation on his hard drive.

- Please refer to the instructions and manuals of your browser to learn more. For more information about the configuration of different Internet browsers with regard to cookie configuration, please refer to the browser settings. Safari, Chrome, Explorer, Firefox, Opera, Windows Phone, Android, Blackberry.

## 17. OTHER CONDITIONS

1. The written statements and messages provided for in the present General Terms and Conditions shall be considered validly made provided they have been in the form of a letter with advice of delivery, a facsimile communication, electronic mail, pressing a virtual button on the eCasting.me Website and the like.

2. By accepting these General Terms and Conditions and by entering into a contract, the parties express their agreement to consider the electronic statements made between them received upon their receipt in the information system specified by the addressee, without the need to explicitly confirm this. When the Company is the addressee of a statement, the statement receipt in an information system specified by the addressee shall be considered its entering the POP3 servers of the Company. When the USER is the addressee of a statement, the statement receipt in an information system specified by the addressee shall be considered its entering the electronic mailbox specified upon his/her registration, located on a server within the corresponding redirecting domain.

3. In case the USER has indicated an invalid electronic mailbox, the statement shall only be considered received if being sent by the Company, even if it has not been received.

4. The parties agree that in case any clause under these General Terms and Conditions proves to be invalid, this shall not entail nullity of the contract, of other clauses or parts thereof. The invalid clause shall be replaced by the mandatory rules of law or by the established practice.

5. The eCasting.me Website shall be maintained by the Company by means of technical equipment located within the territory of the Republic of Bulgaria. The Company does not guarantee and does not bear liability for the accessibility and duly provision of the eCasting.me Website Services outside the territory of the Republic of Bulgaria.

6. To all issues that are not settled by this Contract, the provisions of the effective legislation of the Republic of Bulgaria shall be applied.

7. All disputes between the parties shall be resolved in a spirit of understanding and good will. If no consent has been reached, all unresolved disputes arising from the contract between the parties or referring to it, including disputes arising from or referring to its interpretation, nullity, execution or termination, as well as disputes about filling gaps in the contract or its adaptation to newly arising circumstances shall be resolved by the court in the city of Sofia, which is competent

under the effective Bulgarian legislation.

**YOUR FAILURE TO FULFILL THE REQUIREMENTS FOR USE MAY NOT ONLY LEAD TO LEGAL SANCTIONS, BUT ALSO TO DELETION OF THE CONTENT YOU HAVE PUBLISHED on the eCasting.me Website, WITH OR WITHOUT ADVANCE NOTICE AT THE REASONABLE DISCRETION OF eCasting.me.**

The present General Terms and Conditions were adopted by decision of the General Meeting of the Company on 02.02.2012 and shall enter into force at the moment of their publishing.