

General Terms and Conditions for the Purchase of the @media End-Point License and @media End-Point Yearly Maintenance

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Preamble

- A. These terms and conditions govern the provisions for the acquisition of the @media end-point License ('license') and the @media end-point Yearly Maintenance ('maintenance') from authorized independent and commercially active cooperation partners ('cooperation partners'). The @media end-point License contains a license code for the @media end-point.
- B. **ATMEDIA EUROPE LTD**, based in Bulgaria, dist. Krasno selo, Municipality Stolichna, str. Han Persian No. 10, ent. B, fl. 1, ap. 4, 1612 Sofia, (hereinafter: 'Atmedia'), offers the license and maintenance of @media end-points. Atmedia sells licenses and maintenance directly to cooperation partners via its platform at <https://atmediaworld.com>.
- C. The @media end-point Licenses and the maintenance are sold globally by Atmedia in its own name and for its own account.

1. Subject Matter of the Contract

Atmedia operates a global network of @media end-points that businesses can use for targeted advertising. Companies only pay for advertising viewed by users of the @media network ("@media network users"), who in return receive @media benefits. The license and associated yearly maintenance can be ordered online at <https://atmediaworld.com>. Upon purchasing the license, the cooperation partner receives a license code, a digital license description, and one year of maintenance service. The license description is made available during the order process. The maintenance service must be renewed annually to continue receiving the full functionality and @media benefits from the use of the license. Atmedia reserves the right to reject license orders at its sole discretion. The cooperation partner may select various license packages during the ordering process. By clicking the "Buy now" button, a binding order is placed. Each license purchased includes a unique code for an @media end-point. Further details are available in the license description.

2. Return of a License

The license cannot be returned once purchased. Payments made in relation to the license are non-refundable, except where the statutory right of withdrawal applies (see Section 9).

3. Misuse of the License

If a cooperation partner or an authorized party misuses the license, Atmedia is entitled to immediately block or terminate access to the license without prior notice. In such cases, the cooperation partner shall bear full responsibility and liability for any damages arising from the misuse of the product (license) or associated services (maintenance).

4. Amendments and Supplements

Any amendments or additions to these General Terms and Conditions must be made in writing and require confirmation by Atmedia to be valid. This also applies to any waiver of rights under this agreement. Verbal side agreements are not binding unless confirmed in writing.

5. Applicable Law and Place of Jurisdiction

- 5.1 These terms and conditions shall be governed by and construed in accordance with the substantive law of the Republic of Bulgaria, excluding its conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.
- 5.2 The exclusive place of jurisdiction for all disputes arising out of or in connection with these terms and conditions shall be the competent courts in Sofia, Bulgaria.
- 5.3 Prior to initiating legal proceedings, the parties agree to engage in good faith settlement negotiations at Atmedia's registered office.

6. Liability for Misuse

In the event of misuse of the license by the cooperation partner or any third party authorized by them, Atmedia is entitled to immediately and without prior notice block or terminate access to the license. The cooperation partner assumes full responsibility and liability for any damage resulting from such misuse, including direct and indirect losses.

7. Definitions

- **'License'**: The non-transferable, non-exclusive right granted to a cooperation partner to use a unique @media end-point in accordance with these terms.
- **'Maintenance'**: The yearly technical support and system upkeep provided to maintain the functionality of the licensed @media end-point.

- **‘Cooperation Partner’**: A business entity or individual acting in a commercial capacity that enters into a contractual agreement with Atmedia for the purchase of licenses and maintenance services.
- **‘@media Network User’**: An individual who engages with the @media end-point system and views advertisements through it.
- **‘@media Benefits’**: Rewards or incentives offered to users for viewing advertisements in the @media network.

8. Compliance Check

Atmedia reserves the right to perform compliance checks before and after the conclusion of a contract to ensure adherence to legal, regulatory, and internal policy standards. Cooperation partners are required to provide accurate and truthful information and cooperate fully during any compliance audits or reviews. Non-compliance may result in the refusal or termination of the contract.