

Terms of Use

These Terms of Use, together with the documents referred to in it, (hereinafter referred to together as the “**Terms**”) govern the access to and use of video editing software - Vbox8 and the services related to it (hereinafter collectively referred to as the “**Service**”), which are provided by NET INFO EAD, UIC: 202632567 (hereinafter referred to as “**Net Info**”).

By accepting these Terms while executing a Subscription Agreement with Net Info, each user of the Service (hereinafter referred to as “**Client**”) expressly acknowledges that they have read, understood, and agree to be bound by these Terms. The Client agrees that the term “Client” as used in these Terms includes both the entity that has entered into a Subscription Agreement with Net Info for use of the Service and the persons who represent that entity.

These Terms refer to the following additional documents, which also apply to Client’s use of the Service:

- Net Info’s Privacy Policy, which is an integral part of these Terms, and which sets out the terms on which Net Info processes any personal data collected from the Client, or that the Client provides to Net Info. By using the Service, the Client consents to such processing and warrants that all data provided by the Client is accurate.
- Subscription Agreement with all appendices thereto (if any).

In case of conflict, the provisions of the Subscription Agreement and the Privacy Policy take precedence over these Terms.

These Terms may be updated periodically. The Client’s continued use of the Services after any changes constitutes the Client’s acceptance of those changes.

1. Vbox8 Service.

The Service is an advanced video editing software suitable for use by TV operators managing linear TV channels and/or companies that need to process video files. The service offers stream cutting, video asset management, multilingual support (80+languages for AI video transcription and subtitles), integration tools using artificial intelligence (AI) and other functionalities to facilitate the processing of video formats, subsequent sharing of the processed videos to various platforms, etc.

The Service addresses the growing demand for vertically oriented content, especially for social media platforms such as YouTube, Instagram, TikTok and Facebook. The Service provides a client-friendly interface that enables them to create professional-looking videos without the need for extensive technical knowledge.

With the included to the Service artificial intelligence tools (such as the ChatGPT API, Gemini API and others), the Client can apply automatic transcription to the uploaded by the Client videos, with editing and multilingual subtitle generation options. Additionally, features using artificial intelligence allow the Client to embed annotations directly into video files, as well as detect commercial breaks in the stream. Net Info uses third parties – external providers

(OpenAI, Inc., Google LLC., others.) to provide the artificial intelligence tools integrated into the Service (such as ChatGPT API, Gemini API and others).

In addition to the other functionalities, the Service allows Client to share their processed videos on a personal platform and/or on social media.

The terms specific to each Client's use of the Service shall be set forth in the individual Subscription Agreement and the appendices to it, entered into between Net Info and the Client.

Net Info reserves the right to modify the Service and/or its functionalities, including the addition or removal of features, at any time. Significant changes to the Service will be posted on the website, and/or will be communicated to the Customer via email. Continued use of the Service after such changes are made constitutes acceptance of the changes by the Client.

2. Service Eligibility and Account registration

Eligibility Criteria

The Service is exclusively available to legal persons and other business entities. By agreeing to these Terms, the Client represents and warrants that they are acting on behalf of a validly registered business entity and that they have the authority to enter into and conclude these Terms on behalf of that entity. The Service is not intended for personal or individual use, and Net Info reserves the right to reject or terminate any account that does not meet these eligibility criteria.

To be eligible to use the Service, the Client must: (i) be duly registered under the laws of the jurisdiction in which the entity is incorporated; (ii) use the Service strictly for commercial purposes related to its business operations.

By agreeing to these Terms, the Client represents and warrants that: (i) they meet the eligibility criteria; (ii) all information provided by the Client to Net Info for the purposes of using the Service is true and up to date.

Account registration

To access and use the Service, the Client must have an account ("**Account**") in the Service. The Client's Account shall be registered by Net Info after conclusion of a Subscription Agreement between Net Info and Client may only be accessed by a person who is lawfully authorized to accept these Terms and to perform the activities related to the use and management of the Client's Account on behalf of the legal entity.

During the registration process, the Client shall provide to Net Info certain information relating to the entity for which the Account is created, including but not limited to: names of the person entitled to use the Account, contact details, such as email address and telephone number, as well as payment information. The Client agrees to provide to Net Info accurate, complete, and current information and to update such information immediately, if it changes. Net Info reserves the right to reject or cancel any registration that does not meet the eligibility criteria or where the information provided is found to be false or misleading. In this case, the Subscription Agreement with the Client and all appendices thereto shall automatically terminate.

The Client may add to its Account (to permit access to the Account) a designated number of employees or representatives, and each person granted access to the Client's Account, shall be

identified by the Client in the List of persons authorized to access the service, which represent an annex to the concluded Subscription Agreement.

The Client is solely responsible for managing access to its Account and for each other person that the Client has granted access to, and ensures that all persons entitled to access the Account comply with these Terms. The Client acknowledges and agrees that misuse of its Account's access and/or unauthorized sharing of its Account's data may result in suspension or termination of its Account. Notwithstanding the foregoing, in the event of misuse or unauthorized access to the Client's Account, Net Info shall have no obligation and shall have no liability whatsoever to suspend or terminate the Client's Account, unless there is an explicit request from an authorized representative of the Client specified in the individual Subscription Agreement. All actions performed from the Client's Account shall be deemed to have been performed solely by the Client.

The Client is responsible for maintaining the confidentiality of its Account credentials, including its username and password. The Client agrees to immediately notify Net Info of any unauthorized use of its Account or any other breach of security. Net Info shall not be liable for any loss or damage arising from Client's failure to protect its Account information. The Client is responsible for all activities conducted under its Account, whether authorized by it or not.

The Account registered for the Client is for the exclusive use of the entity on behalf of which registration is made. The Client cannot transfer, sell, lease, or assign by any other means the rights over its Account or any of its rights or obligations under these Terms to any third party without the explicit prior written consent of Net Info. Any attempt to do so will be considered a breach of these Terms and may result in Client's Account termination. In the event of termination of the Client's Account pursuant to the preceding sentence, the Subscription Agreement with the Client and all appendices thereto shall automatically terminate.

3. License Grant

Subject to conclusion of a Subscription Agreement, compliance with these Terms and payment of applicable fees by the Client, Net Info grants the Client a limited, non-exclusive, non-transferable, and revocable license to access and use the Services solely for the internal business operations and objectives of the Client. The license granted is for the specified in the List of persons authorized to access the service to the executed Subscription Agreement number of persons and/or devices. This license does **not** grant the Client with any ownership rights to the Service, its software, or any related intellectual property. All rights, title, and interest in and to the Service remain Net Info's sole property and/or Net Info's licensors' sole property.

4. Use of the Service

The Service may be used and accessed for lawful purposes only. The Client agrees to abide by all applicable laws and regulations in connection with its use of the Service. In addition, without limitations, the Client represents and warrants that they will not do, directly or indirectly, any of the following while accessing and using the Service:

- a) modify or copy the software or content of the Service;
- b) use the Service to publicly distribute it; rent, lease, lend, sell, re-sell, transfer, redistribute, or sublicense the Service, and/or Service's content;

- c) decompile, perform reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the software of the Service, used to provide its functionalities and related services, and/or Service's content, or any part thereof;
- d) remove any copyright or other intellectual property notices from the content or software of the Service or transfer the content to another person or copy the content or software to another server;
- e) collect names and/or email addresses of other users of the Service by electronic or any other means for any purpose;
- f) use web scraping, web harvesting, or web data extraction methods from the Service;
- g) upload viruses or malicious code, use the Service to send spam, or do anything else that could disable, overburden, interfere with, or impair the proper working, integrity, operation, or appearance of the Service;
- h) interfere with or disrupt the Service or servers or networks, or disobey any requirements, procedures, policies or regulations of networks connected with the Service;
- i) interfere with, disrupt or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service;
- j) use the Service for any illegal or unauthorized purpose (including but not limited to: engaging in, promoting, or facilitating illegal activities, including the depiction or sale of illegal goods or services);
- k) use the Service to harm minors in any way (exploitation of minors in any way, including the retention and/or distribution of child pornographic content and/or containing footage of sexual and or/other child abuse material);
- l) upload and/or retain on the Service and/or share through the Service material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless the Client is the owner of such rights or have permission from their rightful owner to upload the material and grant licensing rights to it;
- m) use the Service to publish falsehoods or misrepresentations that could damage Ne Info or any third party;
- n) upload, retain on the Service and/or share through the Service material that is unlawful, deceptive, obscene, abusing, inciting of unlawful action, harmful, threatening, harassing, defamatory, libelous, vulgar, violent or hateful or that contain objects or symbols of hate, invade the privacy of any third party, contain nudity (including without limitation any pornography, erotica, child pornography or child erotica), constitute hate speech, racially or ethnically offensive, contain violence against humans and/or animals, humiliation of human dignity, threat to life and/or bodily integrity of a person or animal, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate;
- o) use the Service to exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;
- p) use the Service to provide medical advice and medical results interpretation;
- q) use the Service to reveal and/or share any personal information about another individual, including any information that may be used to track, contact or impersonate that individual;
- r) defraud or mislead Net Info or other users of the Service;

- s) create an account by automated means or false pretenses or use the account of any other user of the Service for any purpose, including to circumvent a suspension or ban;

In case the Client breaches any of the aforementioned in item 4 bans, Net Info has the right in its sole discretion, to remove, restrict, terminate and/or block the Client's Account and/or its use of the Service, as well as to remove or delete the Client's content from the Service. In the event of removal/termination of the Account and/or termination of access to the Service, the Subscription Agreement with the Client and all attachments thereto shall automatically terminate.

Net Info is not responsible or liable for the Client's content, and the Client is solely responsible for creating back-ups of its content uploaded and/or retained on the Service.

In addition, Net Info reserves the right to disable the Client's Account, as well as to suspend access to the Service, when there is a reason for such actions, including but not limited to the following cases: there is information that the respective use of the Service by the Client is prohibited by law; the Client has violated in the past or in the respective moment is . In the cases referred to in the preceding sentence, the Subscription Agreement with the Client and all attachments thereto shall automatically terminate.

The Client acknowledges and agrees that upon cancellation and/or deactivation of its Account, Net Info is entitled to store the information from the cancelled/deactivated account for a certain period of time in accordance with the applicable legislation, sufficient to ensure the possibility of providing this information upon due request by government authorities and authorized third parties. The information can be used to prove the fulfillment of Net Info's contractual, other users, and/or third parties' obligations, to resolve legal disputes, prevent fraud, protect Net Info's and/or other users of the Service and/or third parties' interests from illegal actions and damages, as well as in order to comply with applicable legislation and Net Info's internal security policy.

5. Client's Content

Ownership of Client's Content

The Client represents and warrants that they have full ownership over all content they upload, create, or otherwise generate through the Service or that they have obtained the right to use from all rightful third parties on the basis of valid contractual or legal grounds ("**Client's Content**"). This includes, but is not limited to, videos, images, audio, text, and any other media or materials the Client uploads, stores and/or processes on the Service. Net Info does not have ownership rights over Client's Content. Net Info does not have any obligation to accept, store, display, review, maintain or otherwise exploit any of Client's Content.

Responsibility and Liabilities for Client's Content

The Client is solely responsible for Client's Content and the consequences of its uploading and storing it when using the Service, as well as of using it or publishing it via the Service. The Client warrants and represents that Client's Content is in compliance with all applicable laws, rules and regulations. By uploading and/or creating content on the Service, the Client acknowledges and agrees that: (a) it is solely responsible for the legality and the accuracy of Client's Content; (b) confirms that it has all necessary rights, licenses, and permissions to upload, use, and distribute such content; (c) it has obtained the express specific, informed and

unambiguous consent, release, and/or permission of each and every identifiable individual person in Client's Content to use their personal data, to enable inclusion and use of Client's Content in the manner contemplated by the Service and these Terms.

The Client is not entitled to upload or create content that violates any applicable laws, infringes intellectual property rights, or contains unlawful, harmful, or offensive material. The Client assumes full liability for any claims, damages, or legal actions arising from Client's Content, including third-party claims.

By accepting these Terms, the Client warrants that any of Client's Content complies with these Terms, and the Client will be liable to Net Info and will indemnify Net Info for any breach of these declarations and warranties. This means that the Client will be responsible for any loss or damage Net Info suffers as a result of the Client's breach of its declarations warranties.

License That the Client Grants to Net Info

To use the Service, the Client must give Net Info permission (license) to use Client's Content when it is stored or processed in Net Info's [cloud/servers]. This license allows Net Info to provide the Client with access to the Service (for example, in case the Client wants to share or publish Client's Content).

In view of the above, whenever the Client uploads or otherwise makes available Client's Content on the Service, the Client grants Net Info a non-exclusive, worldwide, royalty-free license for limited use of Client's Content solely for the purpose of providing and improving the Service.

The Client represents and warrants that it owns or has the necessary licenses, rights, consents and permissions to grant the foregoing license to Net Info.

Sharing Content

The Service provides the Client with the option to share, export, or upload Client's Content to third-party platforms (such as social media, video streaming services, cloud storage, or other similar platforms). The Client acknowledges that once Client's Content is shared externally of the Service, it becomes subject to the terms and policies of the receiving platform/third party, and Net Info has no control over how such content is handled and/or used by third parties. Net Info does not and is not obliged to monitor or control what others do with the content the Client have shared with/to them. By choosing to share or distribute Client's Content outside the Service, the Client shall bear full responsibility for any consequences related to sharing, including third-party claims or violations of external platform/third parties' policies, and acknowledges that Net Info is not liable for Client's Content removed, modified, or restricted by third-party platforms.

Client's Content Review and Applicability of these Terms

With respect to the content that the Client has uploaded and stores on the Service or created using the Service, Net Info has the right, but not the obligation to review such content to ensure that no Content is stored on and/or through the Service that: violates applicable laws or regulation; infringes intellectual property rights of Net Info or of third parties; that is illegal or obscene; and/or that in any other way breaches these Terms.

If Client's Content is found or reported to be in violation of these Terms or the applicable legislation, Net Info is entitled to take any and/or all of the following actions:

- a) Remove Client's Content from the Service;
- b) Limit the visibility of certain parts of Client's Content;
- c) Temporarily or permanently suspend or terminate Client's Account. Upon termination of the Client's Account, the Subscription Agreement with the Client and all attachments thereto shall automatically terminate.

Notwithstanding the foregoing, Net Info Net Info assumes no obligation or responsibility to review or moderate Client's Content or the Content of other users of the Service.

6. Fees and Subscriptions

The fees for accessing and using the Service are determined in the Subscription Agreement (and the Price List thereto) between the Client and Net Info. The Subscription Agreement and the Price List thereto outline the specific services provided, the pricing, and terms for invoicing and payment of the due fees.

Fees are payable by the Client on a monthly basis, as specified in the Subscription Agreement and the Price List thereto.

Payments must be made using one of the payment methods accepted by Net Info and listed in the Subscription Agreement.

All fees and charges for the Services are exclusive of taxes. The Client is solely responsible for paying all applicable taxes, including, but not limited to, value-added tax (VAT), and/or withholding tax, that are imposed by any jurisdiction as a result of its subscription to or use of the Service.

Subscription Term

The subscription term for use of the Service begins on the Effective Day of the Subscription Agreement and continues for the duration specified therein.

The Client is entitled to upgrade its subscription at any time by contacting Net Info in advance for this purpose. Any increase in fees due to an upgrade takes effect immediately upon acceptance of the upgrade by Net Info and signing of an annex to the Subscription Agreement for adoption of a new Price Lists that replaces the previous one.

Delinquent Payments

Net Info is entitled to charge interest at the rate of 0,5 % per month on any payments delayed by the Client, until fully settled. Lack of timely payment may also result in suspension of access to the Service and/or termination of the Subscription Agreement with the Client.

The Client is responsible for collection costs, including reasonable attorney fees, incurred in recovering Client's overdue payments.

If payment due by the Client remains outstanding for 20 (twenty) days past the due date, Net Info is entitled to suspend or terminate the Client's access to the Service. In such cases, the Subscription Agreement with the Client might be terminated automatically and unilaterally by Net Info.

Refunds and Changes to Fees

All fees due by the Client are non-refundable, except as explicitly stated in the Subscription Agreement or as required by law.

Net Info is entitled to modify fees and billing terms as specified in the Subscription Agreement. The Client will receive prior notice of any significant changes and has the option to cancel the Subscription Agreement within specific term before the updated terms take effect.

7. Privacy and Data Protection

By using the Service, the Client consents to the processing of its personal data as described in Net Info's Privacy Policy that forms an integral part of these Terms of Use. The Privacy Policy shall govern all matters related to the handling of personal data, including the Client's rights and Net Info's obligations under applicable data protection laws, such as the General Data Protection Regulation (GDPR) and relevant Bulgarian legislation

Personal data processed on the Service falls into two categories:

- Client's Account Data - information provided by the Client during creation and management of its account (e.g., name, email, payment details). This data is processed to manage Client's subscription, provide support, and ensure Service security;
- Client's Data - any content uploaded or created by the Client that may contain personal data. The Client is solely responsible for ensuring that it has the necessary rights and legal basis to process and upload such data.

Roles of Net Info and the Client in Data Processing

For Client's Account Data, Net Info acts as a data controller, determining how and why this information is processed. For Client's Data, Net Info acts as a data processor, processing such data solely on behalf of the Client and in accordance with its instructions. The Client remains the data controller in its Data and is responsible for compliance with applicable data protection laws.

8. Intellectual Property

The Service, its software, content, and all associated intellectual property rights, including system-generated data (e.g., performance data), modifications, improvements, upgrades, derivative works, copyrights, trademarks, and patents ("**Intellectual Property**"), are owned by Net Info or Net Info's licensors. The Client acknowledges that no ownership rights in the Intellectual Property are transferred to it, and its rights are strictly limited to those expressly granted in these Terms and/or the individual Subscription Agreement.

Subject to your compliance with these Terms, the Service Agreement and the timely payment of all applicable fees by the Client, Net Info grants the Client a limited, non-exclusive, non-transferable, and revocable license to access and use the Intellectual Property solely for the internal business operations of the Client in connection with the use of the Service. This license remains valid for the duration of the Subscription Agreement and does not extend beyond its expiration or beyond its termination.

The Client is not entitled to use the Intellectual Property in violation of these Terms or for any unauthorized purposes; remove, alter, or obscure any copyright, trademark, or proprietary notices; transfer, sublicense, or assign its rights to use the Service to any third party.

The Client is not entitled to continue using the Service after the termination or expiration of its subscription. Upon termination or expiration of the subscription, the Client must cease all use of the Service and delete any copies of the software or related materials in its possession.

Net Info reserves the right to protect its Intellectual Property Rights to the fullest extent of the law, including taking legal action against any unauthorized use, reproduction or distribution of Intellectual Property.

Third-Party Intellectual Property

The Service may contain or reference third-party intellectual property, including but not limited to software, trademarks, copyrights, and proprietary content. Any such third-party intellectual property remains the sole property of these third parties and may be subject to separate license agreements or terms of use. The Client agrees to comply with any applicable third-party terms when accessing or using such content. Net Info does not grant the Client any rights or licenses over third-party intellectual property.

9. Limitation of Liability

Net Info provides the Service to the Client on "**AS IS**" and "**as available**" basis without warranties of any kind, and Net Info and its subsidiaries, hereby expressly disclaims all warranties of any kind, including any express, implied or statutory warranties, relating to the Service and/or its content. Net Info does not warrant that the Service will meet Client's requirements or satisfy Client's particular or specific needs.

Net Info is not liable to the Client or any third party for any direct or indirect damages, lost profits, loss of business or costs of purchasing substitute services arising out of: (a) unauthorized access to or use of the Service, its servers and/or any content and/or information stored therein; (b) the Client's inability to use the Service; (c) personal injury or property damage of any nature arising from access to and use of the Service; (d) any errors or omissions in the Service and/or in any content (including Client's Content) or any loss or damages as a result of the use of any content uploaded, or otherwise made available on / via the Service; (e) any interruption or cessation of access to or from the Service; (f) any bugs, viruses, or the like which can be transmitted to or through the Service or linked website by any third party.; (g) any violation of these Terms, applicable laws or regulations, or third party rights, including, but not limited to, intellectual property rights; or (h) any claim that content uploaded/submitted by a user of the Service has caused harm to Client or a third party.

Net Info does not have an obligation to endorse, monitor, or verify the accuracy, legality, or appropriateness of Client's Content or any content submitted by other users of the Service, and Net Info expressly disclaims any liability arising from such content.

Net Info is not responsible or liable in any manner for any third - party services, content, or functionality that may be integrated with, accessible from, or linked to the Service, including the failure of any such third - party services or supported platforms.

Notwithstanding the foregoing, in the event that Net Info's liability is finally adjudicated, Net Info's maximum aggregate liability shall be limited to the damages caused as a direct result of the breach, provided that the amount of damages payable by Net Info in such case shall not be greater than the amount of fees paid or payable by Client to Net Info during the three (3) months preceding the date of the claim. The limitation of liability in the preceding sentence shall apply to the fullest extent permitted by law and shall survive any termination of these Terms, the Subscription Agreement or Client's use of the Service.

Net Info bears no responsibility regarding services provided by third parties, including in connection with content or functionality that may be integrated into, accessible from, or linked to the Service, including Net Info bears no responsibility for any damage to such services provided by third parties.

Regarding the artificial intelligence tools integrated into the Service (such as ChatGPT API, Gemini API, etc.), the same are owned by, developed by, and provided by third parties - external providers, such as OpenAI, Inc., Google LLC, etc. Net Info bears no responsibility in cases where these tools are not accessible, do not function, and/or function incorrectly in connection with the use of the Service. The Client is informed and agrees that the output from such artificial intelligence tools integrated into the Service is generated by artificial intelligence. Neither Net Info nor the third parties - external providers, have an obligation to verify or ensure the accuracy and truthfulness of these results. The Client is responsible for any use or reliance on these results by them. The use of services of third parties - external providers may be subject to separate rules and conditions determined by the respective third-party providers, and the Client is responsible for reviewing and complying with these conditions.

10. Indemnification

The Client agrees that it will be fully responsible for its use of the Service, and the Client agrees to defend, indemnify, and hold harmless Net Info and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with (a) the Client's access to the Service and/or the content in the Service and its use (including Client's submitted content); (b) the Client's violation of these Terms, the Subscription Agreement or the Privacy Policy, or any violation of any applicable law; (c) the Client's violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (d) any disputes or issues between the Client and any third party.

The defense and indemnification shall apply and survive the termination, cancellation or expiration of these Terms, the Subscription Agreement and/or the Client's use of the Service, and/or Client's Account.

11. Termination

Termination by the Client

The Client may terminate its subscription pursuant to the terms of the Subscription Agreement concluded between the Client and Net Info.

Termination by Net Info

Net Info may at any time immediately terminate or suspend the Client's right to use and access the Service/respectively, to terminate the Subscription Agreement, if:

- a) The Client breaches these Terms and/or the Subscription Agreement and the attachments thereto;
- b) The Client fails to pay any fees or charges due in connection with the use of the Service;
- c) The Client conducts any activity that disrupts or harms Service's operations, infrastructure, or other users of the Service;
- d) The Client breaches any of the prohibitions set out in Section 4 above or violates applicable laws or regulations while using the Service.

Effect of Termination

Upon termination for any reason:

- The Client's access to the Service will be immediately revoked, and the Client will no longer have the right to use the Service;
- All licenses granted to the Client under these Terms and the Subscription Agreement will immediately terminate;
- Net Info may delete or disable access to any parts of Client's Content stored on the Service's servers, unless otherwise provided in the Subscription Agreement or required by law.

In the event of termination of the use of the Service for the reasons set forth above, Net Info will use reasonable efforts to notify the Client.

Irrespective of the above, the Client agrees that, once its subscription is cancelled or suspended, any data the Client has stored on the Service may not be retrieved later. Net Info will have no obligation to maintain any content (including Client's Content) stored in Net Info's database, and related to Client's Account, or to forward any content (including Client's Content) to the Client or any third party. It is the Client's responsibility to ensure that it has backed up any of its data and content prior to the termination. Net Info is not responsible for any loss or damage resulting from the deletion of data or content following termination of the Subscription Agreement, regardless of the reasons for the termination.

Surviving Provisions

Any suspension, termination or cancellation of the subscription and access to the Service will not affect the Client's obligations under these Terms (including but not limited to payment obligations, indemnification and liability), and which by the sense and context are intended to survive such suspension, termination or cancellation.

Refunds

Termination of subscription and/or access to the Service does not entitle the Client to any refund of fees paid, except as expressly provided in these Terms, Subscription Agreement, or as required by law.

Termination for Convenience

Net Info may at any time terminate the Client's subscription, respectively the Subscription Agreement, as well as the access to the Service, without any grounds and for convenience by providing the Client with at least 30 (thirty) days' written notice. In case of any pre-paid fees, Net Info will provide a prorated refund of the pre-paid fees covering the period after the termination date.

12. Force majeure

Force majeure includes, but is not limited to: malfunctions or problems of the Internet, data, networks, electricity and telecommunication infrastructure and facilities, mass cyber-attacks, cybercrimes, attacks on the network, (D)DoS attacks, power outages, defective goods or software, any actions of nature, lightning or fire, internal disturbances, government measures, mobilization, hostilities, terrorist attacks, transport obstacles, strikes, plant closures, business disruptions, delays in deliveries, inability to provide personnel (due to illness), epidemics, pandemics, import and export barriers.

The party that has suffered a force majeure event shall not be deemed to be in breach of these Terms and shall not be liable to the other party for any delay in performance or any failure to perform obligations under these Terms (and the performance period shall be extended accordingly) if and to the extent that the delay or non-performance is due to a force majeure event. This clause does not refer to the obligation to pay any amounts due.

13. Marketing and Client's Brand Use

By using the Service, the Client grants Net Info a limited, non-exclusive, royalty-free, and revocable right to use the Client's name, logo, and trademarks solely for marketing and promotional purposes, including but not limited to the Service, Net Info's website, marketing presentations and materials.

In the event that the Client wishes to opt out of this right for usage, the Client may notify Net Info in writing, at any time, and Net Info will cease using the Client's name, logo and/or the trademark within a reasonable timeframe.

This clause does not grant Net Info any ownership rights over the Client's name, logo or trademark.

14. Changes to these Terms

Net Info reserves the right to amend or update these Terms at any time without notice.

The revised and up to date version of these Terms will be posted and available in the Service's website: vbox8.com. In the event of material changes to these Terms, the same will be posted on the Service's website: vbox8.com, and will be communicated to the Client by email.

Unless otherwise specified, any modifications to the Terms takes effect on the day they are posted on the Service's website..

In the event that the Client does not agree with any of the changes, to the Client is entitled to cease using the Service and terminate the Subscription Agreement in accordance with the termination terms set forth therein. In the event that the Client continues accessing and/or using

the Service, after such modifications enter into force, the Client agrees to be bound by the revised Terms and is deemed to have accepted them.

15. Third Party Links

The Service may contain links to third party platforms/websites that are not owned or controlled by Net Info. Net Info has no control over, and the Client agrees that Net Info bears no responsibility for the availability of such external sites or resources, and do not endorse and is not responsible or liable for the content, advertising, products, privacy policies, or practices of any third-party platforms/websites. In addition, Net Info will not and cannot censor or edit the content of any third-party site. By using the Service, the Client expressly agrees to relieve Net Info from any and all liability arising from the use of any third-party platform/website. The Client further acknowledges and agrees that Net Info shall not bear any liability for any damage or loss caused to the Client by the use of services available on or through any third-party's websites.

16. Regulation (EU) 2022/2065 (Digital Services Act)

Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the Digital Single Market and amending Directive 2000/31/EC ("**Digital Services Act/DSA**") aims to ensure a safe, transparent and accountable digital environment for users of information society services.

In relation to this regulation, Net Info cooperates with the competent authorities as provided for in the Digital Services Act and relevant legislation, including with regard to the provision of information (including personal data) and assistance with investigations.

Net Info's single point of contact for direct communication under the Digital Services Act is available at the following e-mail address: info@vbox8.com. Net Info may receive communications to this contact in both English and Bulgarian.

The Client acknowledges and agrees that it is responsible for the content it uploads, shares or otherwise makes available on or through the Service. Any content that violates the Digital Services Act, other applicable law, or these Terms, may be subject to removal and may be subject to restriction or termination of Customer's Account, at Net Info's initiative. In the event that Net Info removes Client's Content or suspends or terminates Client's Account, Net Info will inform the Client by email (provided it has the Client's current contact details) of the reasons for the action taken and provide the Client with information about the remedies available to the Client.

Notification of illegal content

If any natural or legal person has evidence of the existence of specific information and/or content on the Service that they consider to be illegal content, they may contact Net Info at the following email address: info@vbox8.com and submit a report that contains a sufficiently substantiated explanation of the reasons why the person claims that the information in question has illegal content.

Where the notification contains the electronic contact details of the natural or legal person who submitted it, Net Info will send a timely acknowledgement of receipt of the notification to that

natural or legal person. Net Info will notify the person of the decision taken in relation to the alert, providing information on the legal remedies available in this respect.

Notwithstanding the procedure set out above, any person may report suspected illegal content or activity to the competent public authorities in order to protect their rights.

17. Entire Agreement

These Terms, together with the Privacy Policy and the Subscription Agreement and all attachments thereto constitute the entire agreement between the Client and Net Info with respect to the Client's use of the Service.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The failure of a party to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

17. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the Bulgarian laws. Any dispute arising out of or in connection with these Terms shall be referred to and resolved by exclusive jurisdiction of the courts located within Sofia, Bulgaria.

18. Contact Information of Net Info

NET INFO EAD

Contact address: 10 Nedelcho Bonchev Str., fl. 6, Iskar District, 1528 Sofia, Bulgaria

Email: info@vbox8.com

The present Terms of use enter into force as from 29.04.2025.