



## PRIVACY DECLARATION

**INSIGHT EVENTS LTD** is a personal data controller as regards your data as users of our services. As regards the personal data that you process when you use our services, INSIGHT EVENTS LTD acts in the capacity as personal data processor (For example, if you are a tour operator and we act as your agent or client by offering a related travel service – if, for instance, you have asked us to make a hotel booking or to purchase air tickets, or if you use our bookingsystem yourself.)

**INSIGHT EVENTS LTD** complies with all requirements of the new General Data Protection Regulation or [GDPR](#) adopted by the European Union. The Regulation aims to secure the protection of the data of natural persons from EU countries and to unify the regulations on the processing thereof.

The complete name of the referenced act is REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. Herein it shall be referred to as the **Regulation** or **GDPR**.

It is available in all European languages HERE: ([GDPR](#))

This Privacy Declaration shall be effective as of 25 May 2018.

### I. Who are we?

#### Details of the Controller:

**Name** INSIGHT EVENTS LTD, UIC 130975849

**Location:** Sofia

**Country:** Bulgaria

**Address of management/Mailing address:**

7-9 Uzundzhovska Street, floor 1, office 2

**1000 Sofia**

Tel. +359 (88) 7 425209

Email: [mice@insight-events.bg](mailto:mice@insight-events.bg)

Business hours: Monday - Friday 09:00 a.m.- 06:00 p.m.

#### Contact details of the Data Protection Officer:

You can contact directly the Data Protection Officer Elena Racheva Stoyanova at:

Email: [e.stoyanova@insight-events.bg](mailto:e.stoyanova@insight-events.bg)

Tel.: 00359 888311802

## II. Types of personal data that INSIGHT EVENTS LTD collects, processes and stores:

### 2.1. General personal data:

- first name and surname;
- home address;
- date of birth/age;
- emails such as surname@domain.com;
- number of ID cards/passports;
- IP addresses;
- ID tags of cookies.

Our website <https://www.insight-events.bg/> uses cookies without which no website would be able to offer proper services. By visiting our website, you consent to the use of cookies. Types of cookies that we use:

#### **Necessary cookies**

These cookies are essential to the proper functioning of our website's system and allow us to maintain the logical session between your client browser (profile) and the server.

#### **Analytics cookies**

These cookies provide information on the number of visits to our website and allow us to analyse if our users operate it easily and if we have addressed their frequently asked questions (Google Analytics cookies). These cookies do not provide any information on your personal data. They only show us if you have visited more than one page of our website, how many times you visited certain pages, if you use a mobile or desktop device or other anonymous data. For Google Analytics we also use anonymization of IP addresses through anonymizelp. The maximum storage period for the analytical data in Google Analytics is 50 months.

#### **Functionality cookies**

These cookies allow us to provide you with a more personalized service (such as saving the last offer search), thus letting you make the maximum use of our website functionalities. They do not store your personal data.

#### **Targeting cookies**

These are dynamic cookies of Facebook, Google, etc. We do not use such cookies but if you click on any of the advertisements on our website, these cookies may be activated by our advertising partners. They also store no personal data.

It is up to you to adjust the settings of the cookies you may receive from our website. To do that, go to the settings of your browser and follow the instructions. Please note that if you restrict some types of cookies, you may also restrict the website functionality on your own device.

### 2.2. Special categories of data that we process:

- Personal ID No. (personal identification numbers of Bulgarian citizens) – whenever necessary to perform our contractual obligations, or if legally obligated;

- Sensitive data: data concerning your health status (when making medical insurance and/or in case a claim event occurs during a trip, as well as documents for temporary incapacity for work if you are an employee of ours);
- Family relationships (where necessary for the purposes of a contract – for example a minor/underaged child under your custody or for the use of the “honeymoon” promotion).

### 2.3. Data sources:

- From data subjects (that is yourself);
- From publicly available registers – the Commercial Register, the Property Register, the National Tourism Register with the Ministry of Tourism;
- From tour agents that act as data processors for the purposes of the service that we provide you with;
- From tour operators – partners of ours;
- From merchants that act as data processors – (e.g., in case of business trip inquiries).

### 2.4. Purposes and principles of use of the personal data that we collect:

1. We shall process your data for the purpose of performing (and/or entering into) a contract for the provision of a travel service – an organized trip or an element thereof, or a related service (your ID card/passport are necessary for the hotel accommodation, we also need your telephone number or the number of another person named by you in case of a claim event; we need your email to send you your boarding pass and air ticket), the legal basis being Article 6, paragraph 1 of the Regulation, namely:
  2. Performance of the obligations of INSIGHT EVENTSLTD under the contract to which you are a party (including herein: the protection of your rights and legal interests and/or the rights and legal interests of the children or elderly individuals whom you may assist so that we can protect your vital interests in case a claim event should occur and at the time you are not in a condition to react);
  3. Performance of a legal obligation that is binding to INSIGHT EVENTSLTD (detailed information is available at the section devoted to our legal bases for processing your data);
  4. For the purposes of the legitimate interests of INSIGHT EVENTSLTD;
  5. Your explicit consent as our client.

**INSIGHT EVENTSLTD** accepts and stores only the data that is necessary for and relevant to the service provided.

**INSIGHT EVENTSLTD** shall not accept or store personal data “by default”, even if they have been obtained from another controller upon a transfer request, and shall not store all the data it receives.

If the data received contain data from third parties, **INSIGHT EVENTSLTD** shall store the data under the control of the requesting subject. These data shall be managed solely for the needs thereof and for no other purposes of **INSIGHT EVENTSLTD**.

### If you are an employee of ours:

In addition to the aforementioned purposes (inasmuch as the performance of the contracts with our clients is carried out through you), as well as for the protection of your

rights and legal interests, as well as for the protection of your rights and legal interests for the purposes of the employment, tax and social security laws (Labour Code, Social Security Code, Tax-Insurance Procedure Code), and for the purposes of the employment relationships in the performance of your professional duties. The processing of data concerning your health status is necessary for the purposes of preventive or occupational medicine, as well as in compliance with the Medical Assessment Act and the Social Security Code (in case of sick leave compensations, maternity benefits, etc.).

**2.5. INSIGHT EVENTSLTD collects personal data only to the extent necessary to provide the relevant services and safeguards them responsibly and lawfully.**

**Our legal bases for processing your data are:**

**2.5.1. Processing is necessary for the following legal obligation of ours:**

- We are legally obligated to process your data for the purposes of your travel and/or the issuance of travel vouchers, and/or a booking form, and/or hotel accommodation, issuance of air tickets, and/or services related thereto: the Tourism Act, the CONVENTION on International Civil Aviation, the Civil Aviation Act, the Contracts and Obligations Act, the Commercial Act, the Statutes and Regulations of the International Air Transport Association (IATA), the International Convention for the Transportation of Passengers (Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail) (CIV), the Convention concerning International Carriage by Rail (COTIF), Regulation (EU) No 1177/2010, Regulation (EC) No 261/2004, Regulation (EC) No 2006/2004, etc.
- Under the Insurance Code so that we can get medical insurance concerning your trip and/or to file a claim with the insurer;
- Under the Tax-Insurance Procedure Code and the VAT Act for the purposes of taxation (for invoicing);
- Under the Civil Registration Act (mandatory hotel registration at the place of accommodation);
- Under the Electronic Documents and Electronic Authentication Services Act (when paying via POS terminals). It is IMPORTANT to note that virtual POS terminals forward payments directly to the bank through the BORICA system. We do not process any financial or banking data. It is your bank that does it through the BORICA system. In this respect payments through the virtual POS terminal are no different than the payments through physical POS terminals.
- Under the Banks and Banking Act (with regards to payments and the Measures Against Money Laundering Act).

**2.5.2. Processing of your data based on the contract we have entered into**

**2.5.3. Processing is based on your consent.** (whenever we make bookings on your behalf, including when you use our services via the phone or another means of mass communication, and provided that none of the aforementioned legal bases exists);

- For reasons of public interest in the field of public health (if an epidemic breaks out during a trip, to protect you from any risks);
- For statistical purposes (related to the interest in a given tourism product);
- For the exercise or defence of legal claims;

- Where you assign to INSIGHT EVENTS LTD the processing of third party personal data with a view to service use, INSIGHT EVENTS LTD shall act as a personal data processor.
- This is also the case when you book additional tourism services for your trip or holiday through hyperlink/hyperlinks of ours, without taking advantage of the rights applicable to package travel under Directive (EU) 2015/2302. In such cases INSIGHT EVENTS LTD shall solely act on your instructions as a user of our services and only inasmuch as capable of controlling the personal data that you may process. INSIGHT EVENTS LTD has no control over the contents or data that you, as a user of the services, may choose to add to the service of the provider (including whether or not these data contain personal data). In such cases INSIGHT EVENTS LTD shall play no role in the process of deciding whether a user shall use the personal data processing service, what the purposes of processing may be or whether the data are protected. Respectively, the liability of INSIGHT EVENTS LTD in such cases shall be limited to: 1) compliance with the instructions of the user of the service pursuant to the contract and the general terms and conditions of the booking system; 2) provision of information on the service and its functionalities through its interface.

**2.6. The legitimate interests pursued by us or by any third parties working for us are generally as follows:**

- We are a business company that functions as a tour operator and an agent – our legitimate interest is directly related to the scope of our business, to the performance thereof and to the execution of our contractual relations – the provision of tourism services (and any legal relations pertinent thereto);
- The interests of INSIGHT EVENTS LTD and of the third parties in the field of commerce, legal certainty and taxation policy come as a result of the nature of our business.
- We are a member of IATA;
- We are an insurance agent;
- The third parties that work for us are accountants, tour operators, agents, carriers, lawyers, tourist guides, museum workers, insurers – their legitimate interest is a direct result of their business.

**2.7. The following organizations/persons may obtain your personal data:**

- Travel agents and members of the Bulgarian Association of Travel Agents (BATA) and the Association of Bulgarian Tour Operators and Travel Agents (ABTTA) entered in the National Tourism Register with the Ministry of Tourism and/or the relevant tourism registers of other countries (item 6 of the Tourism Act);
- Hotel operators (the civil Registration Act);
- The accounting company that we use (the Accountancy Act);
- Any administrations to which you may apply for a visa;
- Air carriers and members of IATA;
- Carriers (where necessary under an international treaty);
- Law offices/lawyers/legal advisers (in case we need to defend our legitimate interest);
- Insurance companies;
- The National Revenue Agency;
- The governmental authorities.

### **III. Principles of processing**

#### **We adhere to the following principles when processing your data:**

- Lawfulness, good faith and transparency;
- Restriction of processing purposes;
- Compatibility of processing purposes and minimization of data collection;
- Accuracy and timeliness of data;
- Storage restriction with a view to achieving the purposes;
- Integrity and confidentiality of processing and ensuring an appropriate level of personal data security.

### **IV. Consent:**

By consenting to this Privacy Declaration (notice on the confidential treatment of personal data), you grant us permission to process your personal data only for the purposes we have communicated.

Consent is needed to enable us to process both types of personal data (general and special) but it has to be explicitly granted.

Where we ask for consent concerning special (sensitive) personal data, we shall always provide the due justification therefor and shall detail on how the requested information shall be used.

You may withdraw your consent at any time by filing a Consent Withdrawal Statement or send a free-text email (letter).

### **V. Transfer of personal data to countries outside the EU or to international organizations**

INSIGHT EVENTSLTD shall inform you if it intends to transfer all or any part of your personal data to third countries or international organizations.

We do not intend to transfer your personal data to third parties without first obtaining your consent, unless this is necessary for the purposes of our contract (e.g., travel to countries requiring a visa).

### **VI. We shall not be selling your personal data!**

INSIGHT EVENTSLTD may, at its own discretion, transfer all or any part of your personal data to data processors with a view to achieving the purposes of processing in strict compliance with Regulation (EU) No 2016/679.

### **VII. Period of data storage**

(INSIGHT EVENTSLTD) shall store your personal data for the following periods:

- **In the presence of legitimate grounds:**
  - Under Article 91 of the Tourism Act - 2 years (plus 6 months for forwarding the case; in the absence of forwarding - upon the expiry of the aforementioned period);
  - Until the expiry of the general five-year limitation period applicable to contractual relations (e.g., Article 111 of the Obligations and contracts Act in conjunction with item 60 – 68 of the Additional Provisions to the Tourism Act) (with the option of a 6-month extension period for forwarding the case; in the absence of forwarding – upon the expiry of the aforementioned period)

- Under the Accountancy Act – 10 years and/or until the audit and/or cross-check completion by the National Revenue Agency (if any such audits or cross-checks are still running at the end of the 10-year period);

- In case of employment and insurance relations – 50 (fifty) years;

- In case of legal proceedings – 5 years from filing the case with the court (with a view to collection of legal costs). Where cases are joined (e.g., one is referenced for a preliminary ruling, while the time-limit of the other is about to expire, the time-limit shall be over for both cases with the expiry of the 5-year period as applied to the latest case – e.g., unpaid air ticket for a service that has already been provided: the existence of a preliminary order for payment procedure and consecutive enforcement proceedings to collect any outstanding costs).

- **Where a contractual basis exists** (unless processing is performed on a legal basis and we are legally obligated to store your data for a longer period):

- When purchasing air tickets and/or making hotel bookings through us – until the receipt of the respective air ticket or voucher, as your data shall be immediately deleted by the system, inasmuch as we function as data processors acting between you and the controller which shall provide the end service – e.g., the air carrier. Your data may be stored as an exception if you have created a user account under your control in order to use system discounts, and/or if you have consented thereto for the purposes of the marketing policy of the company – direct and/or indirect marketing. In such cases you may withdraw your consent at any time and, depending on the system, if you have access to a client account – to delete the data yourself, and/or to request that you are forgotten (and that the data is erased) by filling in this form and/or sending a free-text email to the email address given above, or by giving us a paper note. (Please, read through your rights detailed herein below in section VIII).

- With the expiry of the term provided for making any claims under the contract;

- Your data shall be stored on paper and by electronic means in pursuance of an established policy and organizational measures on security according to the Regulation.

- **With your consent** – as long as necessary to achieve the purposes for which consent has been granted, or until the withdrawal of consent.

#### **VIII. You have the following rights:**

At any time while we are storing or processing your data you (as a **data subject** according to the terms of the Regulation) shall have the following rights:

- You shall have the right to obtain from INSIGHT EVENTSLTD a copy of your personal data and shall have the right to access your personal data at any time;

- You shall have the right to obtain from INSIGHT EVENTSLTD your personal data in an appropriate format to be transferred to another controller, or to request that we perform the transfer without hindrance from us;

- you shall have the right to obtain from INSIGHT EVENTSLTD rectification without undue delay of any inaccurate data of yours, as well as data that are no longer relevant;

- you shall have the right to obtain from INSIGHT EVENTSLTD erasure of your personal data without undue delay where one of the following grounds applies:

- your personal data are no longer necessary in relation to the purposes for which they were collected;
- where you withdraw your consent;
- where you object to the processing,
- where the personal data have been unlawfully processed;
- where the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which we as a controller are subject;
- where the personal data have been collected in relation to the offer of information society services.

**ATTENTION: We may refuse to erase your personal data for one of the following reasons:**

1. for compliance with a legal obligation to which we are subject or for performance of a task of public interest;
2. for reasons of public interest in the area of public health;
3. for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in so far as the erasure is likely to render impossible or seriously impair the achievement of the objectives of that processing; or
4. for the establishment, exercise or defence of legal claims;
5. for exercising the right of freedom of expression and information.

**IX You also have the following rights:**

- you shall have the right to obtain from INSIGHT EVENTSLTD restriction of processing of your personal data and in that case the data shall only be stored, not processed. Should we refuse to restrict the processing, we shall explicitly do so in writing and our refusal shall rest on lawful grounds that we shall provide;
- you shall have the right at any time to withdraw your consent to the processing of your personal data with a separate request sent to the controller;
- you shall have the right to object to certain types of processing such as direct marketing (unsolicited communication);
- you shall have the right to object to automated processing, including profiling;
- you shall have the right not to be subject to a decision based solely of automated processing, including profiling;
- if we need to use your personal data for a new purpose that is not covered hereby, we shall furnish you with a new data protection notice and, where necessary, shall ask you in advance to consent to the new processing.

All of the aforementioned requests shall be forwarded if there is a third party involved (recipients, including ones outside the EU and international organizations) in the processing of your personal data.

**X. You shall have the right to lodge a complaint with the supervisory authority**



In case of violation of your rights according to the applicable data protection laws, you shall have the right to file a complaint with the Commission for Personal Data Protection as follows:

1. **Name:** Commission for Personal Data Protection
2. **Registered office and address of management:** 2 Prof. Tsvetan Lazarov Blvd., 1592 Sofia;
3. **Mailing address:** 2 Prof. Tsvetan Lazarov Blvd., 1592 Sofia;
4. **Tel.:** 02 915 3 518
5. **Email:** [kzld@government.bg](mailto:kzld@government.bg), [kzld@cpdp.bg](mailto:kzld@cpdp.bg)
6. **Website:** [www.cdpd.bg](http://www.cdpd.bg)

In case you wish to file a complaint concerning the processing of your personal data through INSIGHT EVENTSLTD (recipients, including ones outside the EU and international organizations), you may do so by using the contact details of INSIGHT EVENTSLTD or you may contact directly the Data Protection Officer (using the contact details given above).

You may exercise all of your rights concerning the protection of your personal data through the forms attached hereto. Of course, these forms are not compulsory and you may extend your requests in any form that contains your statement to that effect and identifies you as the holder of the data concerned.

## **ADDITIONAL INFORMATION TO THE**

### **Privacy Declaration**

#### **What is personal data?**

According to the General Data Protection Regulation personal data is defined as:

"Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person."

Furthermore, separate data that, when put together, may result in the identification of a specific person, also constitute personal data.

Personal data that have become **anonymized** in such a manner that the person is not or is no longer identifiable, are no longer considered personal data. In order for the data to actually be anonymized, anonymity has to be irreversible. If data can be used for the subsequent identification of a person, they shall remain personal data and shall remain within the scope of the GDPR."

#### **WHAT DATA ARE NOT CONSIDERED PERSONAL?**

##### **The examples of data not considered personal include:**

- a company registration number;
- an email address such as [info@company.com](mailto:info@company.com);
- anonymized data.

### **Why does INSIGHT EVENTSLTD collect and store personal data?**

- In order for us to be able to offer you our travel services, we need to collect personal data so that we can perform (and/or enter into) a contract for the provision of a travel service – an organized trip or a separate element thereof or a related service (your ID card/passport are necessary for the hotel accommodation, we also need your telephone number or the number of another person named by you in case of a claim event; we need your email to send you your boarding pass and air ticket), the legal basis being Article 6, paragraph 1 of the Regulation, namely:

- Performance of the obligations of INSIGHT EVENTSLTD under the contract to which you are a party; (including herein: the protection of your rights and legal interests and/or the rights and legal interests of the children or elderly individuals whom you may assist so that we can protect your vital interests in case a claim event should occur and at the time you are not in a condition to react);

- Performance of a legal obligation that is binding to INSIGHT EVENTSLTD (detailed information is available at the section devoted to our legal bases for processing your data);

- For the purposes of the legitimate interest of INSIGHT EVENTSLTD and your legitimate interest (e.g., under an insurance policy) and/or your consent;

We guarantee that the information we collect and use is necessary (essential) for that purpose and is not aimed at invading your privacy.

For the purposes of advertising and marketing communications, INSIGHT EVENTSLTD shall additionally ask for your consent.

### **How do you use my personal data?**

In this privacy notification we provide a detailed account of the purposes and reasons for us to collect and process your data.

- We are legally obligated to process your data for the purposes of your travel and/or the issuance of travel vouchers, and/or booking forms, and/or hotel accommodation, issuance of air tickets, and/or services related thereto: the Tourism Act, the CONVENTION on International Civil Aviation, the Civil Aviation Act, the Contracts and Obligations Act, the Commercial Act, the Statutes and Regulations of the International Air Transport Association (IATA), the International Convention for the Transportation of Passengers (Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail) (CIV), the Convention concerning International Carriage by Rail (COTIF), Regulation (EU) No 1177/2010, Regulation (EC) No 261/2004, Regulation (EC) No 2006/2004, etc.

Under the Insurance Code so that we can get medical insurance concerning your trip and/or to file a claim with the insurer;

Under the Tax-Insurance Procedure Code and the VAT Act for the purposes of taxation (for invoicing);

Under the Civil Registration Act (mandatory hotel registration at the place of accommodation);

Under the Electronic Documents and Electronic Authentication Services Act (when paying via POS terminals);

Under the Banks and Banking Act (as regards payments you need to give your names and your personal ID No.)

This is also the case when you book additional tourism services for your trip or holiday through hyperlink/hyperlinks of ours, without taking advantage of the rights applicable to

package travel under Directive (EU) 2015/2302

## **2.5.2. Processing of your data based on the contract that we have signed with you**

- **Processing is based on your consent.** (whenever we make bookings on your behalf, including when you use our services via the phone or another means of mass communication, and provided that none of the aforementioned legal bases exists); We need your consent for the following purposes:

1. For direct marketing purposes (e.g., so that we can send you hot offers or last-minute offers);

2. For statistical purposes (so that we may decide which offer would be most appropriate for you);

3. For profiling (user account, point collection program, etc.)

- We do not need consent (unless a legal basis exists) when we process your data for one of the following purposes:

**2.5.4.1** For reasons of public interest in the field of public health (if an epidemic breaks out during a trip, to protect you from any risks);

**2.5.4.2** For statistical purposes (related to the interest in a given tourism product or for Google Adwords);

**2.5.4.3** For the exercise or defence of legal claims.

### **Are you going to forward or share my personal data with other organisations or persons?**

We shall not be selling your data to third parties, nor shall we be forwarding them for profit.

INSIGHT EVENTSLTD may forward your personal data to our sub-suppliers we have entered into contracts with.

Any third parties that may receive your data are obliged to store them in a safe manner and to use them solely for the purpose of performing their obligations to us. When they no longer need your data to perform these obligations, they shall be provided with detailed instructions on the destruction thereof in compliance with the procedures established by INSIGHT EVENTSLTD.

Where we intend to transfer special (sensitive) personal data to a third party, we shall do so only after we have obtained your consent. (Exceptions being the cases where we are legally obligated to act otherwise.)

Recipients of your data may be governmental authorities, to which we shall transfer them in compliance with specific and clear legal obligations.

### **How are you going to store and safeguard my personal data that you collect?**

INSIGHT EVENTSLTD collects, stores and uses the information you have provided in a manner that is compatible with the General Data Protection Regulation (GDPR). We shall do our best to keep the information accurate and updated.

We shall not store information concerning you longer than reasonably necessary for

achieving the specific purposes of collection, which have been communicated herein.

Some of the information storage periods depend on legal obligations to keep documents and information in certain minimum terms (*see detailed information in Section VII*).

We have taken foreseeable technical and organizational measures to secure the protection of your data from unauthorized access. We have integrated an information protection system, namely personal accounts protected by authentication with usernames and passwords and we operate with encrypted data both when using the MAC (APPLE) OS under a firewall, and when using the encrypted channels to the servers with the SSL/TLS and B2B/B2C protocols. Data bases are also stored on the Google Cloud Platform. We have developed a mechanism of notifying persons in case of unauthorized data access. We do not store data locally on the computers of our employees. They only pass through them during processing. Each employee of ours has a restricted access only to the information that he or she needs to perform his or her obligations. When a paper and/or email statement of a client is received, the notification procedures commences. Clients consent to providing their data by clicking on the respective box on the website when signing up/booking.

The rest of the details concerning the systems ARE a company secret which may be disclosed only to the officials at the Commission for Personal Data Protection with your security in mind.

#### **How can I find out what are the personal data of mine that you hold and process?**

(INSIGHT EVENTSLTD), at your request, is obliged to tell you what information concerning you it stores and how is that information processed.

- If we have personal data of yours, you can ask for the following information:
- Contact details of the organization that is processing your data or on behalf of which your data is being processed. (In certain cases this may be a representative of the EU);
- Contact details of the Data Protection Officer that you may approach;
- The purposes of the processing;
- The legal basis for the processing;
- The relevant categories of personal data being processed;
- The recipients or categories of recipients which have or shall receive the data;
- The recipients in third countries or international organisations, if the personal data have been transferred to such, as well as the safeguards that they shall maintain a level of data protection no lower than the one in the EU;
- If the processing is based on the legitimate interests of (INSIGHT EVENTSLTD) or of a third party, information on those interests;
- The intended period for which the personal data shall be stored;
- Details on your rights to obtain rectification or erasure of personal data, the right to obtain restriction of personal data processing and the right to object to such processing;
- Information on your right to withdraw your consent at any time;
- Details on your right to lodge a complaint with a supervisory authority;

- Information whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether you are obliged to provide the personal data and of the possible consequences of failure to provide such data;
- The source from which the personal data originate, if not obtained directly from you;
- All details and information on the existence of automated decision-making, including profiling, as well as any meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing.

**How can I access my data which is being processed?**

You need to fill in an access request available here (link to a template) or to extend a request using the contact details of (INSIGHT EVENTS LTD), or, using the given contacts, directly reach the Data Protection Officer.

You need to satisfactorily prove your identity to us by providing – personal documents, client number or an e-card.

**Location:**

Country: .....

Address: .....

**Telephone:** .....

**Email:** .....

**Website:** .....

You can contact directly our Data Protection Officer at:

Email: .....

Tel.: .....

The information and requests are processed free of charge, except for the cases stipulated by law, where the controller is entitled to charge a reasonable fee.

**CONSENT**



## GENERAL TERMS AND CONDITIONS OF INSIGHT EVENTS LTD FOR THE USE OF PINEVENTO MOBILE APPLICATION

### I. General Terms and Conditions

- 1.1. Everywhere in these General Terms and Conditions, the words and expressions, including when they are used with the article and/or used in the plural, shall have the meanings set forth in Section III below.
- 1.2. These General Terms and Conditions shall regulate the rules for the use of Pinevento mobile application, as well as the Services provided through it.
- 1.3. The General Terms and Conditions shall apply automatically to all contracts with persons using the mobile application.
- 1.4. Insight Events Ltd shall ensure that the General Terms and Conditions are public, accessible and up-to-date by publishing them in the application.

### II. Service Provider Information and Contacts

Trade name (company name): Insight Events Ltd

Unique Identification Code (UIC): 203679487 VAT No.: BG203679487

Seat and registered office: Sofia, Ovcha Kupel residential area, bl. 430, office 41  
Contact telephone number: 0888311802

E-mail: hello@pinevento.com

Hereinafter referred to in these General Terms and Conditions as "Provider" or "Insight Events":

(a) is the copyright holder of Pinevento mobile application.

(b) is the Personal Data controller within the meaning of the applicable legislation.

### III. Definitions

"Mobile Application" shall mean a computer programme designed to operate on mobile devices.

"General Terms and Conditions" shall mean these General Terms and Conditions and their annexes, as well as any subsequent amendments thereto, which are published in Pinevento mobile application;

"User" shall mean any natural person who uses the mobile application and the Services and resources provided through it;

"User Content" shall mean any data, information, photographs, text, which are available to the User on the mobile application;

"User Profile" shall mean a separate part in the mobile application, containing Personal data about the User and user content provided by him/her upon his/her registration, and stored by the Provider.

"Service/s" shall mean provision of access to and use of the functionalities of the mobile application, including creation and use of a user profile and access to information about merchants, commercial sites and promotions.

"Commercial Communications" shall mean advertising or other communications directly or indirectly representing the goods, Services or reputation of a person engaged in a commercial or craft activity or exercising a regulated profession. "Third Parties" shall mean natural or legal persons registered as merchants and carrying out commercial activity, who can offer Users through the mobile application (upon their explicit consent that their data could be used for direct marketing) information about the goods and Services they offer.

"Push-notifications" shall mean advertising or other type of message or referral sent to users by the third-party merchants through the mobile application.



“Geolocation” shall mean the ability to obtain the User’s location using a global satellite positioning service GPS, GLONASS or another method - WiFi, Bluetooth. The geolocation service functions when the corresponding module is available and activated in the User’s mobile device and geolocation is enabled for the mobile application.

“Barcode” shall mean a matrix of black and white elements, encoding symbolic data in a machine-readable format, which, by scanning with the camera of the mobile device, refer to certain content.

“Personal Data” shall mean data such as: mobile telephone number, name, surname, e-mail, etc., which are provided by the User.

#### **IV. Subject Matter and Scope of the Contract**

4.1. Pinevento mobile application shall provide access to the online platform integrated with it, designed for online client event management. The application is developed for each of the 3 most popular mobile operating systems - iOS (Apple) and Android (Google), Huawei. The purpose of the mobile application is to provide an ability to manage congresses and events.

4.2. Downloading Pinevento mobile application is free of charge. Its use by event organizers shall be subject to a fee.

#### **V. Conclusion of the Contract**

5.1. The contract between the parties shall take effect from the time of reaching an agreement, namely after the registration and/or activation of the application, which requires the explicit acceptance and consent to these General Terms and Conditions and the Provider’s Privacy Policy.

5.2. The contract shall be concluded in the Bulgarian language and these General Terms and Conditions shall constitute its full text.

5.3. The contract shall be valid for an indefinite period with a starting date – the date of registration of the User in the mobile application until the termination of the contract in accordance with the procedure provided for in these General Terms and Conditions.

#### **VI. Username and Password. User Profile**

6.1. Through registration, a personal User Profile shall be created for each individual User, by means of which the User can use the Services mentioned in the application.

6.2. Every User can receive Commercial Messages through his/her User Profile, if he/she has agreed to his/her data being used for direct marketing – the so-called Push notifications.

6.3. When registering, the User shall specify Personal Data, as mentioned in Section III, and if this information is not provided, the Provider shall refuse to complete the registration. The Provider shall not be obliged to check and shall not be responsible for the matching of names with telephone numbers, for whether it affects the rights of third parties and in particular the right to a name or other personal rights, the right to a trade name (company name), the right to a trademark, or other intellectual property rights.

6.4. Each User may have only one active User Profile from one electronic mailbox.

6.5. The Provider shall use the following measures to detect and correct errors and for technical protection of digital content: SSL encryption, secure data exchange protocols such as HTTPS, SSH, etc.

6.6. The User shall not be entitled to create a User Profile under a fictitious name, another person’s mobile number or a combination of his/her name with another



person's mobile number. The Provider may refuse the registration of a person, being informed that the person provides false or another person's data.

## VII. Rights and Obligations of the User

7.1. The User shall provide himself/herself with end devices for Internet access and relevant software applications, as well as with Internet access (Internet access shall be a paid service for which the User will owe money amounts to the relevant Internet provider), necessary for the use of the Services provided by the Provider.

7.2. The User shall have a right to access to the Services provided through the mobile application, subject to the conditions and access requirements set by the Provider.

7.3. Every registered User shall have a right to access to his/her User Profile through his/her e-mail and names.

7.4. When using the Services provided by the Provider, the User shall not upload to the application platform, place on a server under the control of the Provider, and disclose in any way to third parties User Content – information, data, text, messages, as well as any other materials or electronic references to materials, contrary to the Bulgarian legislation, applicable foreign laws, these General Terms and Conditions, Internet ethics, rules of morality and good manners, as well as any confidential information or content which is subject to third-party intellectual property rights, except with the consent of the holder of the relevant personal data or of the respective right;

7.5. When using the Services provided by the Provider, the User shall:

- a. not perform malicious actions within the meaning of these General Terms and Conditions, namely actions or inactions violating Internet ethics or causing harm to persons connected to the Internet or associated networks, including, but not limited to, sending unsolicited mail (SPAM, JUNK MAIL), flooding channels (FLOOD), gaining access to resources with another person's rights and passwords, using flaws in the systems for personal gain or obtaining information (HACK), performing actions that can be qualified as industrial espionage or sabotage, damaging or destroying systems or information arrays (CRACK), sending "Trojanhorses" or causing the installation of viruses or remote control systems, disturbing the normal operation of other users of Internet and associated networks, and shall not perform any actions that can be qualified as a crime or an administrative violation under Bulgarian law or under any other applicable law.
- b. notify immediately the Provider of any case of committed or detected violation when using the Services;
- c. not claim to be another person;
- d. not use methods leading to the forced loading of content unwanted by Internet users ("pop-up", "blind link" and the like).

7.6. The User shall be entitled at any time at his/her own discretion to terminate the use of the Services provided by the Provider by terminating his/her registration. From the time of terminating the registration, the contract between the parties shall be deemed automatically terminated, and the Provider shall suspend the access of the respective User to his/her User Profile and shall be entitled to suspend the access and delete from the servers under its control all User Content placed by the relevant User. Deleting the mobile application from the relevant mobile device does not terminate the contract between the parties. The User shall keep his/her User Profile and can use the Services of the mobile application from another mobile device.





7.7. The User may access and use any content published in the mobile application, including User Content, solely for personal non-commercial use and subject to the requirements of these General Terms and Conditions.

7.8. The User shall not carry out and shall not attempt to gain unauthorized access to the Services provided by the mobile application by intercepting and using Personal Data and mobile numbers of another person or any other methods; shall not evade, damage or otherwise disrupt the normal operation of technical or software modules of the mobile application that prevent or limit access to another person's electronic mailboxes, administrative panels, computer systems and networks related to the Services provided.

### VIII. Rights and Obligations of the Provider

8.1. The Provider shall not be responsible for the User's purposes and activity in relation to the use of the Services, as well as for the type and nature of the User Content. The Provider shall not be obliged to monitor the information stored on the servers under its control or made available when providing the Services, nor to look for facts and circumstances indicating the performance of illegal activity by the User through the use of the Services.

8.2. The Provider shall be entitled to place on each of the pages of the mobile application, including in the User Profiles, electronic references, advertising banners and other forms of advertising for goods and Services offered by it or by third-party merchants, as well as electronic references and advertising banners pointing to applications beyond the Provider's control. The Provider shall not be responsible for the content, authenticity and legality of similar Internet pages or resources and of Services or resources that have become known to the User when using the Services of the mobile application.

8.3. Provided that the User has given consent for his/her personal data to be used for direct marketing, the Provider shall be entitled to send him/her commercial messages in order to offer information and advertisements about goods and Services offered by the Third-Party Merchants, to make inquiries on various issues, to conduct surveys, etc.

8.4. The Provider shall be entitled, but not obliged, at its discretion and without warning, to suspend access to and/or remove User Content when it contradicts the requirements set forth in these General Terms and Conditions.

8.5. The Provider shall not be obliged to suspend access to and/or remove User Content published in the mobile application at the request of the User who published it.

8.6. The Provider shall reserve the right to suspend temporarily or permanently the provision of specific Services available through the mobile application.

8.7. The Provider shall be entitled to stop, limit or change the Services for the User, as well as to refer to the competent state authorities, if the User's behaviour violates the provisions of the current Bulgarian legislation, these General Terms and Conditions or the rights and legitimate interests of third parties.

8.9. The Provider shall be entitled to process and store the information and Personal Data submitted to it by the User during the term of the contract, as well as for a period of five years after its termination.

8.8. Upon receipt of an order by competent state authorities regarding User Content, the Provider shall be entitled, without prior warning, to suspend access to such User Content or to take other actions in accordance with the order received. In such cases, the Provider shall be entitled to terminate the User's registration, stop providing the User with the Services and delete from the servers under its control all User Content placed by the User. The contract with the User shall be



deemed automatically terminated from the date of termination of the User's registration.

8.9. In the above cases, the Provider shall not be responsible for any damage and lost benefit sustained by the User or third parties, which occurred as a result of the suspension, modification or limitation of the Services, the termination of the contract or provision of information or execution of orders of the competent state authorities.

## IX. Termination of the Contract

9.1. The Contract between the Provider and the Users shall be terminated:

- a. with the termination of the registration by the relevant User according to the instructions of the application. Termination of the User's registration can be carried out unilaterally by the Provider in case of bad faith in the use of the mobile application by the User.
- b. in other cases provided for in these General Terms and Conditions;
- c. with the discontinuation of the Provider's activity or termination of the maintenance of the mobile application;
- d. in other cases provided for by law;

9.2. In the event of termination of the contract between the parties for any reason, the Provider shall be entitled to suspend immediately the access of the relevant User to his/her User Profile, terminate his/her registration and delete from the servers under its control all User Content placed by the User, complying with the requirements of the applicable legislation. In case of termination of the contract, the Provider shall not be responsible for any damage and lost benefit sustained by the User or third parties, which have occurred as a result of the suspension of the User's access to his/her User Profile, the deletion from the servers under the Provider's control the User Content placed by the User.

9.3. By uninstalling the mobile application from the relevant mobile device, the contract between the parties shall not be terminated. The User shall keep his/her User Profile and will be able to use it from another mobile device or when reinstalling the application.

## X. Changes to the General Terms and Conditions

10.1. The General Terms and Conditions may be updated and changed at any time by the Provider without the need for special notification to the User. The Provider shall inform the Users about all changes by publishing the relevant information in the mobile application. The Provider shall not be responsible in the event that the User has not familiarized himself/herself with subsequent updates of the General Terms and Conditions published in the application, which shall, unless otherwise stated, come into force from the day of their publication in the mobile application. In case of disagreement with specific changes in the General Terms and Conditions by a User, the latter shall have the opportunity to express this disagreement by sending a message to the Provider that he/she rejects the changes and this will lead to the automatic termination of the contract between the User and the Provider for the use of the Services provided through the mobile application. The Provider shall provide its Users with full access to the General Terms and Conditions in the menu Settings, section General Terms and Conditions in the mobile application.

## XI. Liability and Indemnities

11.1 The Provider shall take care to provide the User with an opportunity for normal use of the Services, but insofar as their provision is free of charge, it has no



obligation and does not guarantee that they will satisfy the User's requirements, nor that they will be continuous or timely. The Provider makes no warranty regarding the availability, accuracy, reliability, functionality or content of the application.

11.2 The Provider shall not be liable for any interruption or deterioration of the quality of the Services in the event of circumstances beyond its control – in cases of force majeure within the meaning of the Commercial Act, accidental events, problems in the global Internet network and in the provision of Services beyond the control of the Provider, problems due to the User's equipment, as well as in case of unregulated access or intervention of third parties in the functioning of the information system or servers under the the Provider's control. The Provider shall not be responsible for any damage caused to the Users by the above circumstances.

11.3 The Provider shall not be liable towards the User and third parties for any sustained damage and lost benefit that occurred as a result of termination, suspension, change or limitation of the provision of any of the Services provided by the Provider, as well as for the deletion, return, non-receipt, modification, loss, unreliability, inaccuracy or incompleteness of messages, materials or information used, recorded or made available through the mobile application.

11.4 The parties assume that the Provider shall not be liable for non-providing the Services or providing them with reduced quality as a result of tests carried out by the Provider for the purpose of checking the equipment, connections, networks, etc., as well as tests aimed at improving or optimizing the provided Services.

## XII. Personal Data Protection and Privacy

To all matters relating to the processing of personal data by the Provider (as a personal data controller under the applicable law), the Privacy Policy of Insight Events shall apply, being available at the following e-mail address: <https://insight-events.bg/media/oxmewg0x/gdpr-bg.pdf>

## XII. Other Provisions

12.1 Any disputes arising in relation to these General Terms and Conditions shall be resolved by mutual agreement between the parties, and if such agreement cannot be reached, by the competent Bulgarian court.

12.2 The provisions of the current legislation of the Republic of Bulgaria shall apply to all matters not regulated in these General Terms and Conditions.

12.3 All intellectual property rights, such as trademarks and copyright in materials, photographs, logos, images and the like, which are published in the mobile application, shall remain the property of the Provider. Any use of the application or its content, including copying or storing this content fully or partially, except for the User's personal, non-commercial use, shall be prohibited without permission from the Provider. Violators shall be subject to sanctions in accordance with the provisions of the Copyright and Neighbouring Rights Act and the Trademarks and Geographical Indications Act.

12.4 The electronic statements and messages provided for in these General Terms and Conditions shall be deemed validly made if made in the form of e-mail, pressing of a virtual button in the mobile application and the like, insofar as the statement is technically recorded in a way that makes its reproduction possible. By accepting these General Terms and Conditions and concluding a contract with each other, the parties express their agreement to consider that the electronic statements made between them are received upon their entry into the information infrastructure that the addressee has specified, without the need for explicit confirmation.



## **ОБЩИ УСЛОВИЯ НА „ИНСАЙТ ИВЕНТС“ ООД ЗА ПОЛЗВАНЕ НА МОБИЛНО ПРИЛОЖЕНИЕ PINEVENTO**

### **I. Общи положения**

- 1.1. Навсякъде в тези Общи условия думите и изразите, включително и когато са членувани и/или употребени в множествено число, ще имат посочените в Раздел III. по-долу значения.
- 1.2. Настоящите Общи условия регламентират правилата за ползването на мобилно приложение "Pinevento", както и предоставяните посредством него Услуги.
- 1.3. Общите условия се прилагат автоматично към всички договори с лица, ползващи мобилното приложение.
- 1.4. „Инсайт Ивентс“ ООД осигурява публичност, достъпност и актуалност на Общите условия чрез публикуването им в приложението.

### **II. Информация за доставчика на услугите и контакти**

Търговско наименование (фирма): „Инсайт Ивентс“ ООД

Единен идентификационен код (ЕИК): 203679487 ДДС №: BG203679487  
Седалище и адрес на управление: София, ж.к. Овча Купел, бл. 430, офис 41

Телефон за контакти: 0888311802

Електронен адрес (имейл): [hello@pinevento.com](mailto:hello@pinevento.com)

Наричано по-долу в настоящите Общи условия „Доставчик“ или „Инсайт Ивентс“ ООД:

а) е носител на авторските права върху мобилно приложение "Pinevento"

б) е администратор на Лични данни по смисъла на приложимото законодателство.

### **III. Дефиниции**

„Мобилно приложение“ е компютърна програма, създадена, за да работи на мобилни устройства.

„Общи условия“ означава настоящите Общи условия и техните приложения, както и всички последващи изменения в тях, които са оповестени в мобилното приложение "Pinevento";

„Потребител“ означава всяко физическо лице, което ползва мобилното приложение и предоставяните чрез него Услуги и ресурси;

„Потребителско съдържание“ е всякакви данни, информация, снимки, текст, с които Потребителят разполага на мобилното приложение;

„Потребителски профил“ е обособена част в мобилното приложение, съдържаща Лични данни за Потребителя и потребителско съдържание, предоставени от него при регистрацията му, и съхранявани от Доставчика.

„Услуга/и“ означава осигуряване на достъп до и ползване на функционалностите на мобилното приложение, включително

създаване и ползване на потребителски профил и достъп до информация относно търговци, търговски обекти и промоции.

„Търговски съобщения“ са рекламни или други съобщения, представящи пряко или косвено стоките, Услугите или репутацията на лице, извършващо търговска или занаятчийска дейност или упражняващо регулирана професия.

„Трети лица“ са физически и юридически лица, регистрирани като търговци и извършващи търговска дейност, които чрез мобилното приложение могат да предлагат на Потребителите (при изразено от тях изрично съгласие за ползване на данните им за директен маркетинг) информация за предлаганите от тях стоки и Услуги.

„Push-notifications“ са рекламно или друг вид съобщение или препратка, изпратени на потребителите от третите лица-търговци посредством мобилното приложение.

„Геолокация“ е възможността за получаване на местоположението на Потребителя посредством глобална услуга за сателитно позициониране GPSQ GLONASS или друг метод – WiFi, Bluetooth. Услугата геолокация функционира, когато съответният модул е наличен и активиран в мобилното устройство на Потребителя и геолокирането е разрешено за мобилното приложение.

„Баркод“ е матрица от чернобели елементи, кодираща символни данни в машинно четим формат, които чрез сканиране с камерата на мобилното устройство, препращат към определено съдържание.

„Лични данни“ са данни като: мобилен телефон, име фамилия, е-мейл и др. които са предоставени от Потребителя.

#### **IV. Предмет и приложно поле на договора**

4.1. Мобилното приложение "PInevento" предоставя достъп до интегрираната с него он-лайн платформа предназначена за онлайн управление на събитията на клиента. Приложението е разработено за всяка една от 3-те най-популярни мобилни операционни системи – iOS (Apple) и Android (Google), Huawei. Целта на мобилното приложение е да предоставя възможност за управление на конгреси и събития

4.2. Изтеглянето на мобилно приложение ", Pinevento" е бесплатно. Ползването му от организатори на събития се заплаща по тарифа.

#### **V. Сключване на договора**

5.1. Договорът между страните поражда действие от момента на постигане на съгласие, а именно след извършването на регистрация и/или активиране на приложението, която изисква изричното приемане и даване на съгласие с настоящите Общи условия и с Политиката за поверителност на Доставчика.

5.2. Договорът се сключва на български език и настоящите Общи условия представляват неговия пълен текст.

5.3. Договорът има действие за неопределен срок с начална дата – датата на регистриране на Потребителя в мобилното приложение до

прекратяването на договора по реда, предвиден в настоящите Общи условия.

#### **VI. Потребителско име и парола. Потребителски профил**

6.1. Чрез регистрацията за всеки отделен Потребител се създава личен Потребителски профил, чрез който Потребителят може да ползва Услугите, упоменати в приложението

6.2. Всеки Потребител посредством Потребителския си профил може да получава Търговски съобщения, ако се е съгласил данните му да бъдат използвани за директен маркетинг - т.нар. Push notifications.

6.3. При регистрацията си Потребителят посочва Лични данни, както са посочени в Раздел III, като при не предоставянето на тази информация Доставчикът отказва извършването на регистрацията. Доставчикът не е длъжен да проверява и не носи отговорност за съпадението на имена с телефонни номера, за това дали то засяга права на трети лица и в частност право на име или други лични права, право на търговско наименование (фирма), право на запазена марка, или други права на интелектуална собственост.

6.4. Всеки Потребител може да има само един активен Потребителски профил от една електронна поща.

6.5. Доставчикът използва следните мерки за установяване и поправяне на грешки и техническа защита на цифровото съдържание: SSL криптиране, защитени протоколи за обмен на данните като HTTPS, SSH и др.

6.6. Потребителят няма право да създава Потребителски профил под измислено име, чужд мобилен номер или комбинация от своето име с чужд мобилен номер. Доставчикът може да откаже регистрацията на лице, за което получи информация, че посочва неверни или чужди данни.

#### **VII. Права и задължения на потребителя**

7.1. Потребителят сам осигурява необходимите му за ползването на предоставяните от Доставчика Услуги, крайни устройства за достъп до Интернет и съответни софтуерни приложения, както и достъп до Интернет (достъпът до интернет е платена услуга, за която Потребителят ще дължи суми на съответния интернет доставчик).

7.2. Потребителят има право на достъп до Услугите, предоставяни чрез мобилното приложение, при спазване на условията и изискванията за достъп, определени от Доставчика.

7.3. Всеки регистриран Потребител, чрез своята електронна поща и имена има право на достъп до Потребителския си профил.

7.4. Потребителят се задължава при ползване на предоставяните от Доставчика Услуги да не зарежда в платформата на приложението, разполага на сървър под контрола на Доставчика, и да не прави достояние по какъвто и да било начин на трети лица Потребителско съдържание – информация, данни, текст, съобщения, както и всякакви други материали или електронни препратки към материали

противоречащи на българското законодателство, приложимите чужди закони, настоящите Общи условия, Интернет етиката, правилата на морала и добрите нрави, както и всякаква конфиденциална информация или съдържание - обект на право на интелектуална собственост на трети лица, освен със съгласието на титуляра на съответните лични данни или на съответното право;

7.5. Потребителят се задължава при ползване на предоставяните от Доставчика Услуги:

а. да не извършва злоумишлени действия по смисъла на настоящите Общи условия, а именно действия или бездействия, нарушаващи Интернет етиката или нанасящи вреди на лица, свързани към Интернет или асоциирани мрежи, включително, но не само, изпращане на нежелана поща (SPAM, JUNK MAIL), препълване на каналите (FLOOD), получаване на достъп до ресурси с чужди права и пароли, използване на недостатъци в системите с цел собствена облага или добиване на информация (HACK), извършване на действия, които могат да бъдат квалифицирани като промишлен шпионаж или саботаж, повреждане или разрушаване на системи или информационни масиви (CRACK), изпращане на „троянски коне“ или предизвикване инсталация на вируси или системи за отдалечен контрол, смущаване нормалната работа на останалите потребители на Интернет и асоциираните мрежи, както и извършване на каквито и да било действия, които могат да се квалифицират като престъпление или административно нарушение по българското законодателство или по друго приложимо право.

б. да уведомява незабавно Доставчика за всеки случай на извършено или открито нарушение при използване на Услугите;

в. да не се представя за друго лице;

г. да не използва методи, водещи до принудително зареждане на нежелано от Интернет-потребителите съдържание ("pop-up", "blind link" и други подобни).

7.6. Потребителят има право по всяко време по своя собствена преценка да прекрати използването на предоставяните от Доставчика Услуги, като прекрати регистрацията си. От момента на прекратяване на регистрацията договорът между страните се счита за автоматично прекратен, а Доставчикът спира достъпа на съответния Потребител до Потребителския му профил и има право да спре достъпа, и да изтрие от сървърите под негов контрол цялото разположено от съответния Потребител, Потребителско съдържание. С изтриването на мобилното приложение от съответното мобилно устройство договорът между страните не се прекратява. Потребителят запазва потребителския си профил и може да ползва Услугите на мобилното приложение от друго мобилно устройство.

7.7. Потребителят може да осъществява достъп до и да използва каквото и да било съдържание, публикувано в мобилното приложение, включително до Потребителско съдържание, единствено за лично ползване с нетърговски цели и при спазване изискванията на настоящите Общи условия.

7.8. Потребителят се задължава да не осъществява и да не се опитва да придобива неоторизиран достъп до предоставяните от мобилното приложение Услуги чрез прихващане и използване на чужди Лични данни и мобилни номера или каквито и да било други методи, да не заобикаля, поврежда или по друг начин да не смущава нормалната работа на технически или софтуерни модули на мобилното приложение, които предотвратяват или ограничават достъпа до чужди електронни пощенски кутии, административни панели, компютърни системи и мрежи, свързани с предоставяните Услуги.

### **VIII. Права и задължения на Доставчика**

8.1. Доставчикът не носи отговорност за целите и дейността на Потребителя във връзка с използване на Услугите, както и за вида и характера на Потребителското съдържание. Доставчикът няма задължението да извършва наблюдение на информацията, съхранявана на сървърите под негов контрол или направена достъпна при предоставяне на Услугите, нито да търси факти и обстоятелства, указващи извършването на неправомерна дейност от страна на Потребителя посредством ползването на Услугите.

8.2. Доставчикът има правото да поставя на всяка от страниците на мобилното приложение, включително в Потребителските профили, електронни препратки, рекламни банери и други рекламни форми за стоки и Услуги, предлагани от него или от трети лица търговци, както и електронни препратки и рекламни банери, сочещи към приложения, намиращи се извън контрола на Доставчика. Доставчикът не носи отговорност за съдържанието, верността и законосъобразността на подобни Интернет страници или ресурси и на Услуги или ресурси, които са станали достояние на Потребителя при ползването на Услугите на мобилното приложение.

8.3. При условие, че Потребителят е заявил съгласие личните му данни да бъдат използвани за директен маркетинг, Доставчикът има право да му изпраща търговски съобщения с цел да предложи информация и реклами за стоки и Услуги, предлагани от Третите лица - търговци, да прави запитвания по най-различни въпроси, да провежда анкети и други.

8.4. Доставчикът има право, но не и задължение, по своя преценка и без отправяне на предупреждение да спира достъпа до и/или да премахва Потребителско съдържание, когато същото противоречи на предвидените в настоящите Общи условия изисквания.

8.5. Доставчикът няма задължението да спира достъпа до и/или да премахва Потребителско съдържание, публикувано в мобилното приложение по искане на Потребителя, който го е публикувал.

8.6. Доставчикът си запазва правото временно или трайно да преустановява предоставянето на конкретни Услуги, достъпни чрез мобилното приложение.

8.7. Доставчикът има правото да спре, ограничи или промени предоставяните на Потребителя Услуги, както и да сезира



компетентните държавни органи, ако с поведението си Потребителят нарушава разпоредби на действащото българско законодателство, на настоящите Общи условия или правата и законните интереси на трети лица.

8.9. Доставчикът има право да обработва и съхранява предоставената от потребителя информация и Лични данни през време действие на договора, както и за срок от пет години след прекратяването му.

8.8. При получаване на разпореждане от компетентни държавни органи, касаещо Потребителско съдържание, Доставчикът има правото без предварително предупреждение да спре достъпа до такова Потребителско съдържание или да извърши други действия, съгласно полученото разпореждане. В тези случаи Доставчикът има право да прекрати регистрацията на Потребителя, да преустанови предоставянето на Потребителя на Услугите и да изтрие от сървърите под негов контрол цялото разположено от него Потребителско съдържание. Договорът с Потребителя се счита за автоматично прекратен от датата на прекратяване на регистрацията му.

8.9. В горните случаи Доставчикът не носи отговорност за претърпени вреди и пропуснати ползи от Потребителя или трети лица, настъпили вследствие спирането, променянето или ограничаването на Услугите, прекратяването на договора или предоставяне на информация или изпълнение на разпореждания на компетентните държавни органи.

#### **IX. Прекратяване на договора**

9.1. Договорът между Доставчика и Потребителите се прекратява:

а. с прекратяване на регистрацията от страна на съответния Потребител съгласно инструкциите на приложението. Прекратяването на регистрацията на Потребителя може да бъде извършена едностранно от Доставчика в случай на недобросъвестност при ползване на мобилното приложение от страна на последния.

б. в други случаи, предвидени в настоящите Общи условия;

в. преустановяване на дейността на Доставчика или прекратяване на поддържането на мобилното приложение;

г. в други предвидени в закона случаи;

9.2. В случай на прекратяване на договора между страните на каквото и да е основание Доставчикът има право да спре незабавно достъпа на съответния Потребител до Потребителския му профил, да прекрати регистрацията му и да изтрие от сървърите под негов контрол цялото разположено от него Потребителско съдържание при спазване на изискванията на приложимото законодателство. В случай на прекратяване на договора Доставчикът не носи отговорност за претърпени вреди и пропуснати ползи от Потребителя или трети лица, настъпили вследствие на спирането на достъпа на Потребителя до Потребителския му профил, изтриването на разположеното от Потребителя Потребителско съдържание от сървърите под контрол на Доставчика.

9.3. С деинсталирането на мобилното приложение от съответното мобилно устройство, договорът между страните не се прекратява. Потребителят запазва потребителския си профил и може да го използва от друго мобилно устройство или при повторно инсталиране на приложението.

#### **X. Промени в общите условия**

10.1. Общите условия могат да бъдат актуализирани и променяни по всяко време от Доставчика, без да е необходимо специално уведомяване на Потребителя. Доставчикът информира Потребителите за всички промени чрез публикуване на съответната информация в мобилното приложение. Доставчикът не носи отговорност, в случай че Потребителя не се е запознал с последващи актуализации на публикуваните в приложението Общи условия, които, ако не е посочено друго, влизат в сила от деня на публикуването им в мобилното приложение. При несъгласие с конкретни промени в Общите условия от страна на даден Потребител, последният има възможността да изрази това несъгласие чрез изпращане на съобщение до Доставчика, че отхвърля промените, което ще доведе до автоматично прекратяване на договора между Потребителя и Доставчика за ползване на Услугите, предоставяни чрез мобилното приложение. Доставчикът предоставя пълен достъп до Общите условия на своите Потребители в меню „Настройки“, раздел „Общи условия“ в мобилното приложение.

#### **XI. Отговорност и обезщетения**

11.1 Доставчикът полага грижи за предоставяне на възможност на Потребителя за нормално ползване на Услугите, но доколкото предоставянето им е безплатно няма задължението и не гарантира, че те ще удовлетворят изискванията на Потребителя, нито че ще бъдат непрекъснати или навременни. Доставчикът не дава гаранция във връзка с достъпността, акуратността, надеждността, функционалностите или съдържанието на приложението.

11.2 Доставчикът не носи отговорност за прекъсване или влошаване на качеството на Услугите при настъпване на обстоятелства извън неговия контрол – в случаи на непреодолима сила по смисъла на Търговския закон, случайни събития, проблеми в глобалната мрежа Интернет и в предоставянето на Услуги извън контрола на Доставчика, проблеми, дължащи се на оборудването на Потребител, както и при случай на нерегламентиран достъп или интервенция на трети лица във функционирането на информационната система или сървърите под контрол на Доставчика. Доставчикът не носи отговорност и за настъпили за Потребителите вреди от горните обстоятелства.

11.3 Доставчикът не носи отговорност спрямо Потребителя и трети лица за претърпени вреди и пропуснати ползи, настъпили вследствие прекратяване, спиране, променяне или ограничаване предоставянето на която и да било от Услугите, предоставени от Доставчика, както и за

изтриването, връщането, не получаването, модифицирането, загубването, недостоверността, неточността, или непълнотата на съобщения, материали или информация, използвани, записвани или станали достъпни чрез мобилното приложение.

11.4 Страните приемат, че Доставчика не носи отговорност за не предоставянето на Услугите или предоставянето им с влошено качество вследствие на извършвани тестове от страна на Доставчика с цел проверка на оборудване, връзки, мрежи и други, както и тестове, насочени към подобряване или оптимизиране на предоставяните Услуги.

## **XII. Защита на личните данни и поверителност**

За всички въпроси, отнасящи се до обработването на лични данни от Доставчика (в качеството му на администратор на лични данни съгласно приложимото законодателство) се прилага Политиката за поверителност на „Инсайт Ивентс“, достъпна на следния електронен адрес: <https://insight-events.bg/media/oxmewg0x/gdpr-bg.pdf>

## **XIII. Други разпоредби**

13.1 Споровете, възникнали във връзка с настоящите Общи условия, се решават по взаимно съгласие между страните, а при невъзможност за постигане на такова – от компетентния български съд.

13.2 За неуредените в тези Общи условия въпроси се прилагат разпоредбите на действащото законодателство в Република България.

13.3 Всички права на интелектуална собственост, като търговски марки и авторски права върху материали, снимки, лога, изображения и други подобни, публикувани в мобилното приложение, остават собственост на Доставчика. Всяко използване на приложението или неговото съдържание, включително копиране или съхраняване на това съдържание в неговата цялост или частично, освен за лично, нетърговско ползване на Потребителя, е забранено без разрешение от Доставчика. Нарушителите подлежат на санкции съгласно разпоредбите, посочени в Закона за защита на авторското право и сродните му права и Закона за марките и географските означения.

13.4 Предвидените в настоящите Общи условия електронни изявления и съобщения се считат за валидно извършени, ако са направени под формата на електронна поща, натискане на виртуален бутон в мобилното приложение и други подобни, доколкото изявлението е записано технически по начин, който дава възможност да бъде възпроизведено. С приемане на настоящите Общи условия и сключване на договор помежду си страните изразяват съгласието си да считат отправените електронни изявления помежду им за получени с постъпването им в посочената от адресата информационна инфраструктура, без за това да е необходимо изрично потвърждаване.