

GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE

Date of entry into force: 25th May 2018

This Website is maintained and managed by Villa Yambol SA. Any use on your part of the site managed by Villa Yambol SA is subject to your agreement to these Terms and Conditions of Use and the Privacy Policy and Use of Cookies. We reserve the right to change these Terms and Conditions of Use at any time without notice and at our sole discretion. It is your responsibility to periodically check this page for updates of these Terms and Conditions that come into force upon their publication. See the section below for a summary of the updates. Continuing to use the Site by you will be deemed as consent to these Terms and Conditions, including our Privacy Policy and Use of Cookies. We reserve the right to modify, add, and suspend the functioning of any section and functionality of the site at any time. Also, we may impose restrictions on your access to parts of the site or the entire site without prior notice or responsibility.

This Site is intended for use by only persons of legal age to purchase alcohol in your country of residence and in the country from which you access the Site. If you do not fall into this category, you may be in breach of the laws or regulations applicable in your country of residence or in the country from which you are accessing and therefore you must leave the Site immediately.

You can restrict access to this site by using content filtering software or by changing your computer settings.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, PLEASE LEAVE THE SITE IMMEDIATELY.

Any reference to "ours", "our", "us", "we" or "company" within this document and within the notice of consent to participation is considered to be a referral to Villa Yambol SA.

1. Rights

All rights in all materials and content (including, but not limited to, text, images, web pages, sound, software (including code, interface and site structure) and video and the type, functions, design and compilation of the site) on this Site belong to us. You agree that you are permitted to use these materials and/or content only in the manner set forth in these Terms and Conditions of Use.

2. Intellectual Property

Unless otherwise stated, all rights in all materials and content (including but not limited to text, images, web pages, sound, software (including code, interface, and site structure) and video and the type, functions, design and compilation on the Site) on this site belong to us. You acknowledge that you are permitted to use these materials and/or content only in the manner set forth in these Terms and Conditions of Use or expressly authorized in writing by us, and that you may not copy, reproduce, transmit, publicly perform, distribute, exploit for commercial purposes, adapt, translate, modify, link, merge, share or provide to individuals, or create derivative works of such materials or content.

3. Restrictions on use

Except as expressly stated in a law, by us, you may not reproduce, transmit, publicly perform, distribute, exploit for commercial purposes, adapt, translate, modify, link, merge, share or provide to persons, or create derivative works of such materials, or use them for commercial purposes without our prior written consent.

4. Terms of use and policy of using public forums

This Site may contain discussion groups, newsgroups, newsletters, chat rooms and other interactive services (collectively called Message Zones). We may or may not actively monitor the use of our Message Zones or the content or material posted therein. Similarly, we may or may not exercise editorial control over the content of any Message Zone. As a result, you may be exposed to content in our Message Zones, which is inaccurate, fraudulent or deceptive, or which is offensive or unpleasant to you. Use of the Message Zones is at your own risk.

However, we retain the right, but not the obligation, to monitor our Message Zones and to remove or modify any content that in our sole discretion constitutes an abuse of the Message Zone, and may limit, discontinue or terminate your use of these services or the Site if we believe there was such an abuse.

The following examples are a misuse of our Message Zones:

- use of the services for inappropriate, unlawful or immoral purpose, causing discomfort by using services on your part or causing disruption of the service;
- use of the services for creating, organizing or transmitting defamatory, abusive or obscene material or engaging in activities that would offend others on the grounds of race, religion, persuasion, or gender (whether in the Message Zone or otherwise); - use of the services to cause harm or attempt to cause harm to minors in any way;
- Use of services for the creation, organization or transmission of materials that threaten or encourage personal injury or property destruction or which would constitute a criminal offense or would give rise to criminal liability;
- use of the services to create, organize, or transmit material that infringes copyright, trademark, patent, trade secret, inviolability, publicity or other intellectual or property rights of any other party;
- use of the services for creation, organization, or transmission of materials to other users without their wish;
- use of services for creation, organization, or transmission of materials that offend others;
- use of the services to make fraudulent, misleading, deceptive or deceitful offers for the sale or purchase of products, items or services or to send chain letters, pyramids, and the like;
- adding, removing or modifying header information identifying the network, or copyright management information, including author names, publication dates, or agency names, attempting to cheat or mislead;
- use of the services to access or attempt to gain access to the accounts of others or to penetrate or attempt to penetrate our or other security measures, computer software, hardware, electronic communications systems or telecommunication systems;
- use of the services to collect or attempts to collect personal information about third parties without their knowledge or consent or to participate in retrieving information from the screen, retrieving information from databases or any other activity for the purpose of acquiring user lists or other data;
- use of services for activities that adversely affect the ability of other individuals or systems to use the services of the Internet, including without limitation multiple addressing of messages and hacking;
- resale, redirect or reallocate services provided by us, our contractors, without our prior written consent; or representation of a person or entity or use of a false name you are not authorized to use;
- encouraging, forgiving or glorifying the consumption of alcohol by minors, drunk driving or excessive consumption of alcoholic beverages;

- Disclosure of information that may identify your or someone else's identity (for example, telephone number, geographic address or other information from which a person's identity or contact information can be obtained); violation of the General Terms and Conditions of linked sites.

This list is only intended to provide examples and does not constitute a complete list of types of unacceptable use of Message Zones that may result in the restriction, suspension or termination of your use of the Message Zones on our Site. Due to the global nature of the Internet, users agree to comply with all local rules regarding online behaviour and acceptable content. Users also agree to abide by any applicable rules regarding the export of data by any country.

All posts you make are considered non-confidential and public. You understand that personal and other information (such as username, email, telephone number) you post via public forums is public and can be collected and used by others, resulting in unsolicited messages or contacts from third parties. Avoid including any information that may identify you or anyone else in your posts. We reserve the right, but we do not undertake the obligation to remove posts containing personal information. We are not responsible for the use or misuse of any information, including personal, which you publish in our public forums. You represent and warrant that your publications are genuine, and are not obscene, malicious, discriminatory, defamatory or otherwise illegal that no other party has any rights to them and that any "moral rights" on your publications are rejected and that you are providing us with free, unlimited, worldwide, endless, irrevocable, non-exclusive and totally transferable, assignable and sub licensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works, distribute, perform and display such publications (in whole or in part) and/or integrate them into other works in any form, media or technology known or to be developed in the future.

We are not responsible for maintaining your publications and may delete them at any time.

CONTENT, INFORMATION, AND MATERIALS PUBLISHED BY USERS IN THE MESSAGE ZONES ARE NOT APPROVED BY US. YOU ARE RESPONSIBLE TO EVALUATE AND CONFIRM THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER USERS IN OR THROUGH the MESSAGE ZONES. Opinions expressed in the Message Zones do not necessarily coincide with ours. Any statements, advice and opinions given by participants are those of the relevant participants. We are not responsible for any statements, advice, opinions or other content or materials in the Message Zones. You exempt us of liability and compensation requirements of any kind related to or arising from conversations with other site users.

5. Related Sites

You acknowledge and agree that we are not responsible for the information provided by sites that you may link to from this site ("Linked Sites").

Links to Linked Sites do not constitute endorsement or association with such sites or content, products, ads, or other materials posted on such sites. We have no control over these Linked Sites and we do not edit or monitor them. You acknowledge and agree that we are not responsible, directly or indirectly, for damages, losses or costs caused or suspected to be caused by or in connection with the use or reliance on such content, goods or services available in such Related Sites.

Links to Linked Sites do not constitute endorsement or association with such sites or content, products, ads, or other materials posted on such sites. We have no control over these Linked Sites and we do not edit or monitor them. You acknowledge and agree that we are not responsible, directly or indirectly, for damages, losses or costs caused or suspected to be caused by or in connection with the use or reliance on such content, goods or services available in such Related Sites.

We reserve the right to remove related content from our site or linked sites to the extent we have control at any time and for any reason, including these Terms and Conditions, as well as the terms of use of the Linked Site.

When using the Site, you may be required to create an account on a linked site. Because these are sites that we do not have control of, we are not responsible for the information they collect, whether it is a username, email or other information. If you cannot create an account on any of the linked sites, you may not be able to access the full functionality of the Site.

In addition to these Terms and Conditions, the content of Linked Sites displayed on our Site, including the rights to which it is subject, is also determined by the relevant Terms and Conditions of Use of the Linked Site.

6. Materials provided by you

Unless explicitly requested, we do not wish to receive any confidential, secret or private information or other material from you through the Site, any of its services, by email or otherwise. Any information or materials provided by you that are not expressly requested by us will not be considered confidential, secret or private. You acknowledge that any information or materials provided by you on this Site, be it ideas, creative concepts, or other materials, may be used, reproduced and disclosed by us without limitation, for whatever purposes we deem appropriate, without payment of sums, or recognition of you as a source. You also agree that any "moral rights" on the published materials are irrevocably rejected by the respective authors. WE SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE SUFFERED BY YOU AS A RESULT OF USE OR DISCLOSURE OF SUCH MATERIALS BY US TO THE EXTENT PERMITTED BY LAW. This paragraph does not affect the rights you may have under the privacy laws that protect your personal information or similar privacy laws to the extent that such rights cannot be excluded.

7. Security and Accounts

We may allow you to sign up with a username and password to access and use the Message Zones. If this happens, it is your responsibility to maintain the strict confidentiality of your password, as well as the responsibility for any activities done with your account password. You agree a) immediately notify us of any unauthorized use of your password or profile or any other breach of security and b) log out of your account at the end of each session. It is your responsibility to control the distribution and use of your password, control access to and use of your account, and let us know when you want to cancel your registration. We are not responsible for any loss or damage resulting from failure to comply with this clause on your part.

8. NO WARRANTIES

THIS SITE IS PROVIDED "AS IS" AND YOUR USE IS AT YOUR RESPONSIBILITY. WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ASSIGNEES DENY TO THE GREATEST EXTENT PERMITTED BY LAW, ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR MARKETABILITY, COMPLIANCE FOR A PARTICULAR PURPOSE, OWNERSHIP RIGHT, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE IS FREE OF VIRUSES, ACCESSIBLE OR THAT THE CONTENT IS ACCURATE. ALTHOUGH WE TAKE REASONABLE MEASURES FOR THE SECURITY OF THE SITE, YOU AGREE THAT THE INTERNET IS NOT A COMPLETELY SECURE MEDIUM AND THAT WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY INFORMATION OR MATERIALS WHICH YOU POSTED IN OR TRANSMITTED THROUGH THE SITE WILL BE PROTECTED FROM UNAUTHORIZED ACCESS OR USE. IF YOU ARE NOT SATISFIED WITH THE SITE, YOUR SOLE SATISFACTION IS TO DISCONTINUE THE USE OF THE SITE.

9. SERVICES PROVIDED BY THIRD PARTIES

WE ARE NOT RESPONSIBLE FOR THOSE PERSONS, COMPANIES AND OTHER ORGANIZATIONS WHO'S GOODS OR SERVICES MAY BE ACCESSED OR WHICH MAY BE DISPLAYED THROUGH OR IN THE WEBSITE.

10. Your responsibility

You should always check the information displayed on the Site with independent sources of trust before you act or rely on this information. It is your responsibility to use virus protection software on any material downloaded from this Site and to ensure compatibility of this software with your equipment.

In circumstances where you provide us with information concerning third parties, you warrant that you have obtained the consent of that third party in connection with such disclosure and that the third party is informed of and accepts our Privacy Policy and Use of Cookies Policy and the ways, in which we may use such information.

11. User information and personal data

When using the Site on your part, you may be required to provide us with personal information (information, hereinafter referred to as "User Information"). Our policies for collecting and using information regarding such User Information are set out in the Privacy Policy and Use of Cookies. You acknowledge and agree that you are solely responsible for the accuracy and content of the User Information you provide at your own will and with your explicit consent.

Villa Yambol SA is an administrator of personal data registered under the Personal Data Protection Act. Villa Yambol SA undertakes to take all possible measures to ensure the privacy of the personal data provided by the users on the site in its use, and not to disclose them except in the cases when requested by state authorities or officials empowered by law to require and collect information containing personal data and in compliance with the statutory order.

By accepting these Terms and Conditions of Use, users consent to the processing of personal data provided by them when using the site. Users have the right to object to the processing of their personal data by sending a written message to Yambol, Industrialen, 8604 Western Industrial Zone, Yambol, Villa Yambol SA., or by email: privacy@villayambol.com

12. Restriction, discontinuation and termination

We may at any time restrict, discontinue or terminate your access to the Site and/or your ability to take advantage of any of the Services on the Site, including interactive services, if we believe you have breached these Terms and Conditions of Use. Any such restriction, discontinuation or termination is without prejudice to any rights we may have against you in connection with your breach of these Terms and Conditions of Use. We may at any time remove the Site as a whole or any parts and functions from it. Please note that we have the ability to track your IP address and, if necessary, contact your Internet service provider in case of suspected violation of these Terms and Conditions of Use.

13. Full terms

These Terms and Conditions of Use, including our Privacy Policy and Use of Cookies, represent the entire agreement between you and us in relation to the subject matter of this Agreement, and supersede any and all previous promises, representations, agreements, statements and arrangements between us. To the extent to which software may be available through the Site, such software may be subject to a license agreement that is distributed or included in such software, and you agree to comply with the terms of use of any such license agreement. Our inability to exercise or

enforce any right or provision of these Terms and Conditions of Use does not constitute a waiver of this right or clause. If any provision of these Terms and Conditions of Use is deemed by a court of competent jurisdiction to be inapplicable or invalid, the parties agree that the court must endeavour to fulfil the intentions of the parties reflected in the clause, the remaining clauses of these Terms and Conditions of Use remain in full force. We may provide, assign or otherwise transfer our rights and obligations under these Terms and Conditions of Use to third parties.

14. Copyright and Intellectual Property

We respect the intellectual property rights of others and require the same from the people who use the Site. If you believe that your work has been copied in a way that constitutes a copyright infringement, please provide the following information with your address, telephone number and email address;

- A description of the copyright work that you believe is infringed;
- Description of the suspected infringing activity and where the alleged infringing material is located;
- A statement by you in good faith that the use in question is not authorized by you, the copyright owner, its agent or by law;
- Electronic or physical signature of the person authorized to act on behalf of the copyright owner; and
- A Statement under oath for perjury made by you that the above information in your notice is accurate and that you are the copyright owner or you are authorized to act on behalf of the copyright owner.

We may not be able to remove linked content hosted on linked sites. You may be required to contact the respective linked site for the removal of your property.

15. Applicable legislation and jurisdiction

These Terms and Conditions and any related issues will be settled in accordance with the Bulgarian law, without taking into account the rules of conflict of laws. Any legal action arising out of or relating to these Terms and Conditions that gives rise to a claim for compensation by a third party will be governed by the exclusive jurisdiction of a Bulgarian court and you agree, without the possibility of a change, with the jurisdiction of that court.