

# TERMS AND CONDITIONS OF USE OF THE KONSULTANTI.BG PLATFORM

## 1. Applicability

1.1. The administrator of the platform is AI Logic Solutions Ltd., registered in the Commercial Register with BULSTAT/EIK: 207233308, with registered office and address: Sofia, postal code 1592, Druzhba 1 residential complex, block 195, entrance D, floor 1, apartment 63.

1.2. These Terms and Conditions govern the relationship between the Administrator and all persons who use the konsultanti.bg platform, regardless of whether they are registered or unregistered users.

1.3. The Terms and Conditions enter into force from the moment of first access to the platform or upon the creation of a user profile.

1.4. The Administrator has the right to amend and supplement the Terms and Conditions. The updated version is published on the website and enters into force from the date of publication. Continued use of the platform after publication is considered acceptance of the changes.

1.5. If a User does not agree with the changes made, they may discontinue using the platform and close their account.

## 2. Definitions

In these Terms and Conditions, the following terms shall have the meanings specified below:

- **“Platform”** – the website konsultanti.bg, managed by the Administrator.
- **“Administrator”** – the legal entity that manages and maintains the platform.
- **“User”** – any person using the services of the platform, including registered and unregistered persons.
- **“Consultant”** – a registered user offering consulting services through the platform.
- **“Services”** – all functionalities of the platform, including subscriptions, appointment bookings, advertisements, promotions, ratings, reviews, news, notifications, and others.
- **“Appointment”** – an online or in-person consultation booked through the platform.
- **“Subscription”** – a paid service for consultants, granting access to additional functionalities.

- **“Force Majeure Circumstances”** – extraordinary and unforeseeable events beyond the parties’ control (disasters, wars, terrorist acts, strikes, epidemics, interruptions of electricity or telecommunication services, etc.).

### **3. Access to Services**

- 3.1. The platform may only be used by legally capable natural persons and legal entities.
- 3.2. The Administrator has the right to block or delete accounts in cases of suspected abuse, violations, or inappropriate behavior.
- 3.3. Access to services requires an internet connection and a compatible device.
- 3.4. The use of the platform does not grant intellectual property rights or licenses beyond those expressly described.

### **4. Description of Services**

4.1. The platform provides a digital environment for connecting clients and specialists, including (but not limited to):

- creating and maintaining a profile;
- searching and filtering specialist profiles;
- booking appointments through a calendar;
- online inquiries and correspondence;
- making payments through integrated payment systems;
- leaving ratings and comments.

4.2. The Administrator is not a party to the transactions between users and is not responsible for the quality, legality, or results of the agreed services.

4.3. Some services may be paid. The Administrator has the right to introduce fees and change them with prior notice.

### **5. General Provisions**

#### **5.1. Subject and Scope**

These Terms and Conditions regulate the relationship between the Administrator and Users when using the platform.

#### **5.2. Registration and Access**

- 5.2.1. Registration is required to use the full functionality of the platform.
- 5.2.2. Upon registration, the User must provide accurate and up-to-date data.
- 5.2.3. Users are responsible for protecting their access data (email, password, etc.).

### **5.3. Rights and Obligations of the User**

- 5.3.1. To use the platform in good faith and in compliance with the law.
- 5.3.2. Not to perform actions that compromise the security or functionality of the platform and its users.
- 5.3.3. To be responsible for the content they publish (profile, comments, ads, reviews, ratings, advertisements, news, etc.), as well as for private messages sent and all actions carried out through their account.
- 5.3.4. To indemnify the Administrator for all damages and expenses incurred, including, but not limited to, imposed property sanctions resulting from unlawful behavior.
- 5.3.5. To ensure that they do not publish false, misleading, or third-party information infringing the rights of others.

### **5.4. Rights and Obligations of the Administrator**

- 5.4.1. To ensure the normal functioning of the platform.
- 5.4.2. To perform maintenance, updates, and improvements.
- 5.4.3. To terminate access of Users in case of violation of these Terms and Conditions.
- 5.4.4. To process personal data in accordance with applicable legislation and the Privacy Policy.
- 5.4.5. To notify Users of changes to the Terms and Conditions.

## **6. Subscriptions and One-Time Services**

- 6.1. Consultants may choose subscription plans for using the platform.
- 6.2. One-time paid services are also offered (promotion of profiles, advertisements, ads).
- 6.3. Rates are published on the platform.
- 6.4. The Administrator may update prices with notice.

## **7. Booking of Appointments**

- 7.1. The platform allows online and in-person appointments with consultants.
- 7.2. The User must provide accurate information when booking an appointment.
- 7.3. Responsibility for conducting and content of appointments lies with the respective consultants.

## 8. Ratings, Reviews, and Comments

8.1. Published ratings and comments must be made in good faith and not infringe the rights of third parties.

8.2. The Administrator has the right to remove content that is offensive, defamatory, or untrue.

## 9. Notifications and News

9.1. The platform may send notifications and news related to the services provided.

9.2. Users may manage their notification settings through their profile, if such an option is available.

## 10. Advertisements

10.1. Advertisements published on the platform are the responsibility of the respective advertiser and must comply with applicable law.

10.2. The Administrator may approve or reject advertisements at its discretion.

## 11. Payment Methods

11.1. Payments for services on the platform may be made via:

- Bank card – via the Stripe system ([www.stripe.com](http://www.stripe.com));
- Bank transfer;
- Cash payment on site (when applicable).

11.2. All payments are made in Bulgarian lev (BGN) and Euro (EUR), inclusive of VAT, unless explicitly stated otherwise.

11.3. The platform does not store card data – processing and storage of card details are carried out by Stripe in compliance with their security standards (PCI DSS).

11.4. The User must ensure sufficient funds in their account/card and guarantee that the payment is made correctly. The Administrator is not responsible for delays or refusals by payment providers.

11.5. Cancellation and refunds: If a service is canceled, the User is entitled to a refund if the cancellation is made no later than 24 (twenty-four) hours before the start of the

service. Refunds are made via the payment method used for the transaction, within the deadlines and conditions set out in the Terms and Conditions and the rules of the payment provider (Stripe or a banking institution).

11.6. In case of a technical error in payment or if the service is not provided due to the fault of the platform, the Administrator and/or Stripe will assist in correcting or refunding the full amount.

11.7. Refunds are not allowed once the service has been fully provided, except in cases explicitly provided by law or by written agreement between the parties.

## **12. Limitation of Liability**

12.1. The Administrator shall not be liable for:

- interruptions of access due to technical reasons beyond its control;
- damages caused by unlawful actions of third parties;
- content published by Users;
- losses or damages arising from the use of the platform or from the performance of services by consultants.

12.2. Users use the platform at their own risk. The platform is provided “as is,” without express guarantees of specific results from the use of the offered services.

## **13. Data Protection**

13.1. The processing of personal data is carried out in accordance with the platform’s Privacy Policy and Regulation (EU) 2016/679 (GDPR). The Privacy Policy is published on the website and forms an integral part of these Terms and Conditions.

13.2. Users have the right to access, rectify, restrict processing, and delete their data, as well as other rights provided under the GDPR. To exercise their rights, Users must follow the procedures described in the Privacy Policy.

13.3. The information provided by Users is used solely for the purposes of providing and improving the services, as well as for fulfilling contractual and legal obligations.

13.4. Data is stored with the application of appropriate technical and organizational measures to protect against unauthorized access, loss, or alteration.

## **14. Intellectual Property**

14.1. All rights to the platform, design, logo, software, and content published by the Administrator belong to the Administrator or its licensors.

14.2. Users are not entitled to copy, reproduce, distribute, or use parts of the platform outside the scope of its normal operation without the express written consent of the Administrator.

14.3. By publishing content on the platform, the User grants the Administrator a non-exclusive, royalty-free, and geographically unrestricted right to use, reproduce, and publish such content within the platform and in connection with the provision of services, unless expressly agreed otherwise.

## **15. Amendments to the Terms and Conditions**

15.1. The Administrator has the right to amend these Terms and Conditions. Amendments are published on the website and take effect from the date of publication.

15.2. In the case of significant changes, the Administrator will notify Users in an appropriate manner (e.g., by email or system notification).

15.3. Continued use of the services after publication of the changes shall be deemed acceptance of the new text.

## **16. Termination of Access / Termination of Agreement**

16.1. The agreement between the User and the Administrator is deemed concluded from the moment of acceptance of these Terms and Conditions and is of indefinite duration.

16.2. The User may discontinue using the services and request deletion of their profile at any time through the provided functionalities or by request to the Administrator.

16.3. The Administrator has the right to terminate or temporarily restrict the User's access in case of violation of the Terms and Conditions, by court order, request from competent authorities, or in cases of identified abuses.

16.4. Termination of access does not release the User from obligations arising up to the moment of termination (including due payments and compensations).

## **17. Force Majeure**

17.1. The parties shall not be liable for partial or full non-performance of their obligations in the event of force majeure circumstances.

17.2. The party affected by force majeure must notify the other party within a reasonable time, describing the event and its expected impact.

17.3. If the force majeure continues for more than 30 (thirty) calendar days, either party has the right to terminate the agreement without penalties.

## **18. Communications and Notices**

18.1. All communications between the User and the Administrator shall be carried out by email, through the messaging system of the platform, or to the official address of the Administrator.

18.2. Notices sent to the last email address provided by the User shall be deemed duly delivered, unless the sender receives a bounce-back indicating non-delivery.

18.3. The Administrator has the right to send service messages and marketing notifications if the User has given express consent; marketing notifications may be refused through the preference management functionality.

## **19. Applicable Law, Supervisory Authorities, and Dispute Resolution**

19.1. For all matters not regulated by these Terms and Conditions, the provisions of the applicable legislation of the Republic of Bulgaria shall apply.

19.2. The competent supervisory authority for compliance with the Consumer Protection Act is the Consumer Protection Commission (CPC) – [www.kzp.bg](http://www.kzp.bg).

19.3. The competent supervisory authority for data protection is the Commission for Personal Data Protection (CPDP) – [www.cpdp.bg](http://www.cpdp.bg).

19.4. The User may use alternative dispute resolution mechanisms, including the EU Online Dispute Resolution (ODR) platform – <https://ec.europa.eu/consumers/odr>.

19.5. Any disputes that cannot be resolved voluntarily or through alternative methods shall be referred to the competent Bulgarian court.

## **20. Final Provisions**

20.1. If any provision of these Terms and Conditions is found to be invalid or unenforceable, this shall not affect the remaining provisions, which shall remain in force.

20.2. These Terms and Conditions are effective from the moment of their publication on the platform and are binding on all Users from the moment of acceptance.