



E-Faktura

GENERAL CONDITIONS

Please, read the General Conditions for Use of the eFaktura.bg System and if you agree with them, show your consent through marking in the check box in front of the text "I agree to the General Conditions". After doing this, marking and pressing the corresponding virtual button it will be deemed that you are acquainted with the General Conditions and you are obliged to observe them.

GENERAL CONDITIONS FOR THE USE OF THE eFaktura.bg SYSTEM

(General Conditions)

This document contains the general conditions of the contract for use of the services rendered by BORICA AD through the eFaktura.bg system and regulates the relationships between BORICA AD with headquarters and management address in the city of Sofia 1612, 41, Tsar Boris III Blvd., (hereinafter referred to as Provider) and each of the persons registered in the eFaktura.bg system.

I. GENERAL PROVISIONS

Definitions

Art. 1. During the application and interpretation of these General Conditions, the used terms and expressions shall bear the following meaning:

eFaktura.bg (<https://efaktura.bg>) shall be a web-based system, ownership of the Provider, designated for secure sending and receiving electronic invoices and bills, which provides the registered users with a possibility in online mode to receive, examine, approve, reject and store locally electronic invoices issued by various Issuers and designated for various recipients.

IP Address ("IP address") shall be a unique identification number, an associating computer, Internet site or a resource of the User, in a manner, which shall allow their localization in the global Internet network.

BORICA AD (Provider) shall be the trading company registered under company ID No 201230426, with headquarters and management address: city of Sofia 1612, district of Krasno selo, 41, Tsar Boris III Blvd., tel.: 0700 199 10, electronic mail address (e-mail): efaktura@borica.bg, providing for services through the eFaktura.bg system administered by it. The Provider shall be a person registered in conformity with the Value Added Tax Act, a registered provider of certification services under the Electronic Document and the Electronic Signature Act and a registered administrator of personal data under the Personal Data Protection Act.

Electronic document shall be an electronic document within the meaning of the Electronic Document and Electronic Trust Services Act.

Electronic reference shall be a connection designated in a certain Internet site, which allows for automatic reference to another Internet site, information resource or site through standardized protocols.

Electronic invoice („Invoice") shall be an electronic tax and accounting document – an invoice signed by a qualified electronic signature in compliance with the requirements of the Electronic Document and Electronic Trust Services Act.

Malicious actions shall be actions or inactions violating the Internet ethics or causing damage to persons connected to Internet or associated networks, sending of undesired mail (not requested commercial messages, spam, junk mail), overfilling the channels (flood), obtaining access to resources with other persons' rights and passwords, use of defects in the systems aimed at their own benefits or acquisition of information (hack), carrying out of actions which may be qualified as industrial espionage or sabotage, damage or demolition of system or information massifs (crack), sending of "Trojan Horses" or provocation of installation of viruses or remote control systems, disturbance of the normal work of the remaining users of Internet and the associated networks or the carrying out of any other actions which could be qualified as a crime or administrative infringement in conformity with the Bulgarian legislation or any other applicable law

Issuer shall be any juristic or natural person who sends an electronic invoice issued by him, through the eFaktura.bg system. An issuer within the meaning of these General Conditions may be solely a person who has a validly concluded contract for the use of the eFaktura.bg system with the Provider.

Internet site within the meaning of these General Conditions shall mean a constituent and differentiated part of a website.

Information system /System shall be each individual device or aggregate of interrelated or similar devices which in implementation of a certain program provides for or one of the elements of which provides for automatic processing of data.

Identifier shall be an electronic mail address (e-mail) for contact, with which the user registered himself in the eFaktura.bg system and which serves for its individualization and for access to his user's profile in the eFaktura.bg system.

Password is a code of letters, digits and signs selected by the User, which along with its identifier individualizes the same and which along with its identifier serves for access to his user's profile.

Payment is a clearing of obligation of the Holder to the Issuer by using the eFaktura.bg system. The payment can be made:

- By electronic payment channel of a bank (system for internet banking). The Provider must have agreement with the bank for making payments.
- By debit and credit card, accepted by operator who has a payment agreement with the Provider.

User shall be an efficient natural person registered in the eFaktura.bg system.

User's profile shall be a differentiated part of the eFaktura.bg system, containing information about the User required at the registration and stored by the Provider, the access to the user's portfolio being implemented through the introduction of the identifier and his password. The user's profile provides the User with a possibility to use the services rendered by the Provider through the eFaktura.bg system, to change its identity data and the identity data of the Holder, whom he represents, to discontinue the use of the services, to suspend the use of the services, the change his password and others.

Accidental event is a circumstance of extraordinary nature unforeseen as at the time of the conclusion of the contract, which makes the provision of the services objectively impossible.

Holder shall be the natural or juristic person indicated by the Issuer as the recipient of an electronic invoice sent through the eFaktura.bg system.

Website / site shall be a differentiated place in the global Internet network accessible through its unified address (URL) per protocol HTTP, HTTPS or another standardized protocol and containing files, programs, text, sound, picture, sound, picture, image or other materials and resources.

Services shall be the possibilities for receipt, examination, confirmation, rejection and local storage of electronic invoices presented to the Holder through the eFaktura.bg system as well as other services, subject to continual development and supplement. The services shall be gratuitous, the specific conditions of their provision being described on the relevant Internet sites in the eFaktura.bg system.

Subject matter

Art. 2.

1. The Provider shall provide the User through the eFaktura.bg system after the performance of initial registration the services anticipated and described herein below, with conformity with and the strict observation on the part of the User of these General Conditions as well as of requirements for the specific services additionally indicated on the relevant Internet sites within the eFaktura.bg system.
2. The provision of the services does not comprise the provision of computer equipment and connection for transfer of information packages between the User and the relevant Internet site needed for the implementation of access to the eFaktura.bg system. The Provider shall not bear responsibility if the User may not implement access owing to problems beyond the control of the Provider (hardware, software problem, problem with Internet connection and others).
3. The services provided by the Provider related to the receipt of electronic invoices, shall refer solely to electronic invoices sent through the eFaktura.bg system by persons – Issuers who as at the time of their sending had a contract validly concluded with the Provider for the use of the eFaktura.bg system.
4. The payment services provided by the Provider relate only to payments by the Holder to Issuers who have a valid contract with the Provider to use the eFaktura.bg system

Art. 3.

1. Insofar as the services provided by the Provider are diversified and permanently supplemented and modified in view of their improvement and expansion, then on these grounds the number, the characteristics of the services rendered and their regime of provision (free, against registration or against registration and payment) may be modified by the Provider at any time.

Registration and Consent to the General Conditions

Art. 4.

1. To use the services provided by the Provider, the User shall preliminarily register in the eFaktura.bg system after the receipt of the notification pursuant to Para. 2 or after obtaining access for registration in the eFaktura.bg system by another registered user in conformity with Para. 7, having filled up the relevant electronic form for registration accessible on-line in Internet and stating his consent to these General Conditions.

2. At sending an electronic invoice through the eFaktura.bg system, the Provider shall send a notification to the natural person indicated by its Issuer as a person representing the Holder with regard to its receipt. The notification pursuant to the preceding sentence shall be sent to the indicated by the Issuer electronic mail address for contact with the person representing the Holder. In the events when the person indicated by the Issuer of the electronic invoice as a person representing the Holder with regard to its receipt, is not a registered user of the eFaktura.bg system, the notification shall contain an electronic reference to the electronic form for registration pursuant to Para. 1.
3. Through marking a check box in front of the text “I agree to the General Conditions” and pressing the corresponding virtual button, the User shall perform electronic statement within the meaning of the Electronic Document and the Electronic Signature Act, by which he shall declare that he is acquainted with these General Conditions, accepts them and shall be obligated to observe them. By its recording on a relevant carrier in the server of the Provider through a universally adopted standard for transformation in a technical manner, making its reproduction possible, the electronic statement shall acquire the quality of an electronic document within the meaning of the hereinabove quoted act. The Provider may store in log-files on its server the IP address of the User as well as any other information needed for identification of the User and reproduction of his electronic statement for acceptance of the General Conditions in event that a legal dispute arises. The text of these General Conditions is accessible in the Internet at address <https://efaktura.bg/agreement.php> in a manner, which allows for its storage and reproduction.
4. Prior to making the statement pursuant to Para. 3, the User may freely correct the information introduced by him in an electronic registration form.
5. At filling in the electronic registration form, the User shall be obligated to present full and authentic identity data about himself, about the Holder he represents (if any) and about all other data callable by the electronic registration form as well as to update them within a 7-day term from their modification. The User shall guarantee that the data he presents in the registration process are authentic, full and precise and that he shall update them in event of a change of the latter, shall update them in due time. In event provision of false data, the Provider shall be entitled to terminate or promptly suspend the provisions of the services as well as the maintenance of the registration of the User.
6. When registering as a representative of another person – Holder, with his statement pursuant to Para. 3, the User shall declare the consent of the Holder and the availability of due representative power to receive, confirm, reject and respectively locally store the electronic invoices sent to the Holder through the eFaktura.bg system. In events that he acts as a representative of the Holder without having representative power, the User shall owe indemnification for all damage suffered by the Holder, by the Issuers who sent electronic invoices designated for the Holder through the eFaktura.bg system, and by all third parties.
7. The User may present access for registration in the eFaktura.bg system to a third person as a representative of a Holder represented by him. In these events, the User shall declare the consent of the Holder and the availability of due representative power to provide for access for registration of the third person who shall represent the Holder. In events that he provides access for registration of a third person without the consent of the Holder and without having the relevant representative power, the User shall owe indemnification for all damage caused by this person to the Holder and to the Issuers who sent electronic invoices designated for the Holder through the eFaktura.bg system, by the Provider and by all third parties

Access Password. Access to the eFaktura.bg System.

Art. 5.

1. At his registration, the User shall indicate an access password to the eFaktura.bg system.
2. Through the introduction of the identifier and the password into the relevant location in the website of the eFaktura.bg system and after pressing the virtual button “Enter”, the User shall obtain access to his user’s profile.
3. The User shall be obligated to take all care and to undertake all needed measures reasonably needed, aimed at the preservation of his password, not to make it public for third persons and promptly to notify Provider in event of implemented illegal access as well as in a probability of such. The User shall bear full responsibility for the protection of his password as well as for all the actions, which are carried out by him or by a third person through its use.

Conclusion of the Contract

Art. 6.

1. The Contract between the Parties shall have an effect from the time of reaching an agreement objectified in the manner stipulated in Art. 4, Para. 3. The Contract shall be concluded in the Bulgarian language. By the acceptance of these General Conditions, the User shall agree that the communication with him shall be implemented also by sending electronic communications through the eFaktura.bg system, fax or electronic mail.
2. After the conclusion of the Contract Provider shall promptly confirm the receipt of the statement pursuant to Art. 4, Para. 3 by sending message to the electronic mail address (the identifier) to the User, which contains title, management address and correspondence data with Provider, and an electronic reference to the text of these General Conditions.

Amendment of the General Conditions

Art. 7.

1. Insofar as the services rendered through Provider through the eFaktura.bg system are diversified and permanently supplemented and modified in view of their improvement and expansion, as well as with regard to legislative amendments, which reflect over the services rendered, the General Conditions may be unilaterally modified by the Provider.
2. At making amendments in these General Conditions, the Provider shall bring to the knowledge of the User the amendments made not later than 7 days after they have been made, through their publications on the website of the eFaktura.bg system and/or through the publication of a communication about the amendment of the General Conditions containing the text of the amendments or electronic reference to an Internet site, which the General Conditions are located on, in its user’s profile, and through sending the amended General Conditions or link to them to the electronic mail of the Users, who are not merchants. The Provider shall present to the User sufficient term, but not shorter than 1 month for the Users who are not merchants, to get acquainted with the amendments in the General Conditions.
3. If within the framework of the term pursuant to Para. 2 the User declares that he accept the amendments or if he does not reject them, it shall be deemed bound by them.

4. If the User declares that he rejects the amendments, it shall be deemed that the contract pursuant to Art. 6 shall be terminated within a term of 1 (one) month from the receipt of the rejection statement.

II. SERVICES RENDERED

Services rendered through eFaktura.bg system

Art. 8.

1. The services rendered by the Provider under this contract, shall involve possibilities for:
 - the receipt, confirmation of the receipt, accepting of the content (only in the events the service is available) or respectively for the rejection of electronic invoices;
 - local storage of the received electronic invoices and electronic documents, for search and sorting out of the electronic invoices stored in the User's profile, in conformity with data preliminarily set up by the User and others;
 - payment through bank electronic payment channel or through debit/credit payment card.
2. The possibility for receipt of electronic invoices and electronic documents pursuant to Para. 1 shall refer solely to electronic invoices issued and sent through the eFaktura.bg system by Issuers, who concluded an actual contract for the use of the eFaktura.bg system with the Provider. The Provider shall not have the obligation to provide for a possibility for receipt of electronic invoices issued by persons, whom there is no contract concluded for the use of the eFaktura.bg system with.

Confirmation of the receipt and accepting of the content of an electronic invoice and electronic document

Art. 9.

1. The confirmation of an electronic invoice(s) received through the eFaktura.bg system will be implemented through the User's profile of the User through the pressing of button „Confirm Receipt”. The confirmation made in this manner shall be an electronic statement within the meaning of the Electronic Document and Electronic Trust Services Act.
2. After the confirmation of the receipt on the part of the User in the manner described in Para. 1, the electronic invoices and electronic documents shall be deemed as received pursuant to Art. 8 of the Electronic Document and Electronic Trust Services Act.
3. The accepting of the content of electronic invoice or electronic document received through the eFaktrua.bg system shall be made in the User's profile after learning the content and through pressing the virtual button “Accept the content”. The acceptance made in this manner is an electronic statement within the meaning of Electronic Document and Electronic Trust Services Act. After the acceptance of the content in the manner described in this para 3, the User shall be deemed familiar with the content of the electronic invoice or electronic document.
4. The Provider shall provide the Issuer of the electronic invoice or electronic document with access to information about its status (received, accepted, rejected and so forth).

Payment

Art. 10

1. The Provider provides a possibility for payment by directing the User to a bank electronic channel for making payments or by directing to operator of debit or credit payment cards.
2. Necessary conditions for making a payment through the eFaktura.bg system:
 - The Issuers agreement to receive payments through the eFaktura.bg system
 - A contract between the Provider and the bank or the operator of debit/credit payment cards to be concluded;
 - Present General conditions to be accepted by the User;
 - The Holder to be an user of electronic payment channel of the bank in case of payment through internet banking;
 - Possession of payment debit/credit card by the user;
 - A virtual POS to be created by the Issuer – in case of payment through debit/credit card;
3. The relationships between the Holder and the bank/operator are not subject of this contract.
4. The using of the eFaktura.bg system for payments does not release the User from his obligation to identify himself before the bank/operator in accordance with his identity and his right to deal with the funds in the payment account/payment card.

Use of the eFaktura.bg system

Art. 11.

1. The Provider shall provide through SSL (Secure Socket Layer) technology an encrypted connection for transmission and respectively receipt of electronic invoices, electronic documents and other information through the eFaktura.bg system. The connection between the browser of the User and the server of the Provider with the use of the eFaktura.bg system shall be established through encrypted session (SSL).
2. In view of the security in the preservation of the data of the password, the User shall be obligated to discontinue the session in which he entered his User's profile, through pressing the virtual button „Exit”.
3. The specific instructions on the technical and software equipment needed for access to and for the normal use of the eFaktura.bg system shall be published in its relevant Internet sites. The Provider shall not bear any responsibility for the normal use of the eFaktura.bg system and the services provided through it in the events when the User does not use the instructed Internet sites of the eFaktura.bg system as needed technical and software equipment and Internet connection.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

Rights and Obligations of the Provider

Art. 12.

1. The Provider shall be obligated to take the due care for the provision of a possibility of the User for the normal use of the services – subject-matter of these General Conditions.

2. The Provider shall be obligated to provide an encrypted connection for transfer and respective receipt of electronic invoices, electronic documents and other information through the eFaktura.bg system.
3. The Provider shall store the electronic invoices and electronic documents sent through the eFaktura.bg system in the User's profile of the User for a term of 3 (three) months from the date of entering of the electronic invoice or other electronic document in the eFaktura.bg system.
4. The Provider shall be obligated to inform the Issuers about:
 - confirmation of the receipt, the approval and respectively the rejection, of the received through the eFaktura.bg system electronic invoices or other electronic documents on the part of the User;
 - the payments made through the eFaktura.bg system.
5. The Provider shall not have the obligation and the objective possibility to verify the availability of due representative power of the User in the events pursuant to Art. 4, Para. 6 of these General Conditions.
6. The Provider shall not have the obligation and the objective possibility to exercise monitoring and control the activity of the User and of the Issuers and the manner in which the same use the eFaktura.bg system, or verify the contents of the electronic invoices, electronic documents communications and the other data which the Issuers or the User send through the eFaktura.bg system, or the correctness of the payments ordered, or the existing of the right of the User to make payments. The Provider shall not have the obligation to seek facts and circumstances, indicating the implementation of illegal activity on the part of the User or the Issuers using the services.
7. The Provider shall not have the obligation and the objective possibility to control the compliance of the contents of the electronic invoices sent through the eFaktura.bg system with the requirements of the effective legislation.

Art. 13.

1. The Provider shall have the right (but not the obligation) to install over the computers of the User cookies – small text files, which shall be preserved by the Internet site through the Internet browser on the hard disk of the User and provide a possibility for reinstatement of information about the User, identifying him also for tracing his actions.
2. The Provider may place electronic references and publicity banners indicating to websites located beyond the control of the Provider in the eFaktura.bg system for the sale of goods and provision of services by third persons.
3. The Provider shall preserve the right at sending the notifications about the receipt of an electronic invoice to place to the attention of the User or to attach to the text of his communication and on the Internet site such electronic references and publicity banners indicated at websites located beyond the control of the Provider.
4. The Provider shall be entitled to send non-requested commercial communications to the User who is a merchant, aimed at offering information and advertisements about its own or offered by other trading companies goods and/or services, making enquiries on most diversified issues, conducting inventories and others. With the acceptance of these General Conditions, the User shall agree to receive non-requested commercial communications from the Provider.

Art. 14.

1. The Provider shall be entitled to deactivate or erase the access password to the User's profile of the User during its non-use for 12 (twelve) months from the last entry in the relevant User's profile.
2. The Provider shall be entitled to deactivate or erase the access password to the User also in the User's profile if the User violates the right of intellectual property of the Provider over the elements contained in the eFaktura.bg system – objects of intellectual property.
3. The Provider shall reserve its right to suspend the provision of specific services, accessible through the eFaktura.bg system, after sending a 30-day notice through publication of an announcement in the relevant Internet sites in the eFaktura.bg system and/or in the User's profile of the User.

Rights and Obligations of the User**Art. 15.**

1. The User shall be entitled to access in the on-line mode to the services rendered through the eFaktura.bg system, with observation of these General Conditions and the requirements defined by the Provider for each individual kind of service. Aimed at being able to use the services, the User should introduce the identifier and his password.
2. The User shall be entitled to receive a notification from the Provider about each electronic invoice or other electronic document, sent to him through the eFaktura.bg system. To enable the User to receive notification about the electronic invoices and other electronic documents sent to him, his identifier should be a valid electronic mail address and the Issuer of the relevant electronic invoice should have indicated this electronic mail address in the manner indicated in Art. 4, Para. 2.
3. The User shall be entitled to access and to correction in the on-line mode of his personal data, as well as of the identification data of the Holder, represented by him, presented at the registration.

Art. 16.

1. The User shall agree to adhere to the conditions defined by the Provider, with regard to the particularities of the services in relation to the type of the mode of provision, as well as concerning any other line of behavior adopted by the Provider and designated to protect or improve the quality and the reliability of the services.

Art. 17.

1. The User shall provide by himself for the computer equipment and access to Internet needed by him for the use of the services provided by the Provider.

Art. 18.

1. The User shall store the electronic invoices received by him through the eFaktura.bg system locally prior to the expiration of the term pursuant to Art. 12, Para. 3 in view of the fulfillment of the obligations of the Holder for the storage of tax and accounting documents in conformity with the requirements of the effective Bulgarian legislation.

2. The User may examine, print out and store locally the documents received through the eFaktura.bg system solely after the confirmation of their receipt pursuant to Art. 9 of these General Conditions.

Art. 19.

1. The rights of intellectual property over all materials and resources within the eFaktura.bg system (inclusive of the available databases) shall be subject to protection pursuant to the Copyright and Neighboring Rights Act, shall belong to Provider or to the respectively indicated person who receded the right of use to Provider and may not be used in violation of the effective legislation.
2. The right of access to the eFaktura.bg system of the User shall not include the right to use or modify objects of intellectual property, unless the matter is about information in an insignificant volume, designated for personal use, under the condition that the legal interests of the authors or other carriers of rights on intellectual property are not unduly harmed and is performed with a non-commercial goal.
3. With each violation of the rights of intellectual property over the resources of the Provider, the User shall owe to Provider default penalty amounting to 5 000 (five thousand) BGN for each individual violation. The indicated amount of the default penalty shall not deprive Provider of the right to claim indemnification for bigger damages over the amount of the default penalty.

Art. 20.

1. The User shall be obligated at using the services provided by the Provider not to load up, arrange on the server of the Provider, disseminate or use in any manner whatsoever and not to make known to third persons information, data, text, sound, files, software, communications as well as any other materials:
 - In conflict with the Bulgarian legislation, the applicable foreign laws, these General Conditions, the Internet ethics, the rules of the morality and good manners;
 - Which are with an advertising purpose, except with the preliminary permission by the Provider;
 - Whose contents violate human rights or freedoms;
 - Harming commercial or official secrecy or other confidential information;
 - Which are object of right of intellectual property of third persons except with the consent of the holder of the right;
 - Violating any property or non-property rights or legal interests of third persons whatsoever.
2. In event of non-observation of the requirements of Para. 1, the Provider shall be entitled promptly and without any preliminary warning to suspend the access of the User and third persons to the relevant information or materials as well as right to indemnification for all damage suffered and benefits forgone, which are the direct and indirect consequence of the non-fulfillment of the obligations under the preceding paragraph on the part of the User.
3. The User shall be obligated during the use of the eFaktura.bg system:
 - To observe the Bulgarian legislation, the applicable foreign laws, these General Conditions, the Internet ethics, the rules of the morality and good manners;

- Not to violate other person's property or non-property rights;
 - Promptly to notify Provider about each event of performed or detected violation during the use of the eFaktura.bg system;
 - Not to interfere in the appropriate functioning of the eFaktura.bg system, inclusive of but not limited to, not to frustrate the procedure relating to the identification of another User, not to perform access beyond the provided, not to impair or obstruct the availability, the reliability or the quality of the services with regard to the remaining Users, as well as not to use the service in a manner provoking denial of service;
 - Not to introduce himself as another person or mislead third persons with regard to his identity or his belonging to a certain group of people;
 - Not to mislead that he represents a certain Holder in absence of relevant representative power;
 - Not to carry out ill-intentioned actions within the meaning of these General Conditions.
4. The User shall be obligated not to use the eFaktura.bg system for the implementation of activities, in conflict of the Bulgarian legislation, inclusive of, but not solely, not to use the eFaktura.bg system for activities relating to money laundering or financing of terrorism or for actions violating the requirements of the tax legislation or constituting crimes against the financial, tax and social security system.
 5. In events of infringement of any of the obligations under the preceding paragraphs the Provider shall have the right to notify the competent state authorities about its establishment.

Art. 21.

1. Except in the events when explicitly agreed, the User may not reproduce, amend, erase, publish, disseminate and make public in any other manner whatsoever the resources contained in the eFaktura.bg system.

Responsibility. Restriction of Responsibility

Art. 22.

1. The Provider shall not guarantee the authenticity and the completeness of the contents of the electronic invoices and information received through the eFaktura.bg system.
2. The Provider shall not have the obligation and shall not guarantee that the services rendered through the eFaktura.bg system shall satisfy the requirements of the User.
3. With the acceptance of these General Conditions the user shall declare that the use of the eFaktura.bg system shall be fully at his risk and responsibility and the parties shall agree that Provider shall not be responsible for damage eventually caused to the User or to a Holder represented by him during the use of the service, unless the same were caused by the Provider in an ill-intentioned manner or manifested gross negligence.
4. The Provider shall not bear any responsibility for damage caused onto the software, hardware or the telecommunication equipment or for loss of data ensued from materials or resources received, logged up or used in any manner whatsoever through the eFaktura.bg system.

5. The Provider is not a party in the contract between the Issuer and the Holder and shall not bear any responsibility for:
- The delivery which is not realized or not responding to Holder's requirements or in any other case of dispute between the Issuer and the Holder;
 - Unauthorized payments on behalf of the Holder and on Holder's account, made by third parties who have control over the instruments identifying the User;
 - Wrong payment order of the User, confirmed by valid identification instrument.
 - Unfulfilled payment in case the Holder's bank deny to make the payment or it is not able to make the payment, irrespective the reasons for that.

Art. 23.

1. Insofar as it does not initiate the transfer and does not select the Holder of the electronic invoices send through the eFaktura.bg system or the person who represent it, as well as it does not select and does not change the transferred electronic invoices and information, the Provider shall not be responsible for their contents as well as for the activity of the User and of the Holder
2. Insofar as it does not initiate the transfer and does not select the Recipient, as well as it does not select and does not change the derived or sorted out electronic invoices, electronic documents and information, the Provider shall not be responsible for the contents of the derived, respectively sorted out, electronic invoices and information with the use of the possibilities for search and sorting out in the eFaktura.bg system
3. Insofar as it does not have the objective possibility and the obligation and does not control the Internet sites and resources, which became accessible through the electronic references and publicity banners placed in the eFaktura.bg system or through the use of the services, the Provider shall not bear any responsibility for the illegal nature of the contents and the materials located on these Internet sites and resources. The Provider shall not bear responsibility for damage suffered and benefits forgone ensued from the use, access or non-authenticity of these Internet sites and resources
4. The Provider shall not bear any responsibility for the availability and the quality of goods and the contents of services placed to the attention of the User through publication in the eFaktura.bg system, in its User's profile or in the notification about the receipt of an electronic invoice of electronic references, publicity banners and announcements for sale of goods and provision of services by third persons. Insofar as the actions of these third persons are not under the control of the Provider, the same shall not bear any responsibility for the illegal nature of the activity of the third persons or for the arising, guaranteeing, fulfillment, amendment and discontinuance of undertaken obligations and commitments with regard to the goods and services offered by third persons as well as it shall not bear any responsibility for damage suffered and benefits forgone ensued from these relationships
5. Provider shall not bear any responsibility for the illegal nature of the activity of the Issuers of electronic invoices sent through the eFaktura.bg system or for the arising, guaranteeing, fulfillment, amendment and discontinuance of undertaken obligations relating to the supply of the goods and the services indicated as grounds of the electronic invoices sent through the same as well as for damage suffered and benefits forgone ensued from these relationships.

Art. 24.

1. The Provider shall not bear any responsibility for non-provision of the services in event of occurrence of circumstances beyond its control – events of an insurmountable force, accidental events, and problems in the global network of Internet and in the provision of services beyond the control of the Provider.
2. The Parties shall accept that the Provider shall not bear any responsibility for the non-provision of the services or their provision with deteriorated quality in consequence of tests conducted on the part of the Provider aimed at inspection of equipment, connections, networks and others as well as tests directed at the improvement or optimization of the services rendered. In these events, the Provider shall preliminarily notify the User and the Issuers about the possible temporary non-provision, respectively about the deteriorated quality of the services.

Art. 25.

1. The User shall be obligated to indemnify Provider and all third persons for all damage suffered and benefits forgone, inclusively for paid property sanctions, other expenditures and indemnifications paid to third persons with regard to deeds performed on the part of the User during the use of the services rendered through the eFaktura.bg system in violation of the Bulgarian legislation, the applicable foreign laws, these General Conditions, the good morality or the Internet ethics.
2. Beyond the above, the User shall be obligated to indemnify Provider for all damage caused in consequence of the use of the services rendered by third persons, whom the latter granted his password to in violation of these General Conditions.

IV. PROTECTION OF PERSONAL DATA**Personal Data****Art. 26.**

1. The Provider shall be entitled to collect and use information about the User, when the same registers in the eFaktura.bg system. The information through which the User may be identified may include name, surname, PIN, a telephone number, an electronic mail address and IP address.

Processing of Information about the User**Art. 27.**

1. The Provider shall take the due care and shall be responsible for the protection of the information about the User, which became known to him on the occasion of the provision of the services – subject-matter of these General Conditions, except in the events of insurmountable force, an accidental event or ill-intentioned actions of third persons.
2. By stating his consent with these General Conditions, the User agrees to the processing of the information about him in accordance with the procedure anticipated in them.
3. The restrictions pursuant to Para. 1 shall not be applied in the event that the User or persons under his control have committed ill-intentioned actions within the meaning of these General Conditions or violated rights or legal interests of third persons. In this event, the Provider shall be entitled to present the personal information about the User of the relevant competent state authorities in conformity with the effective legislation.

Objectives, Which the Information May Be Used for

Art. 28.

1. The Provider shall collect and use the information pursuant to Art. 26 for the objectives anticipated in these General Conditions.
2. The Provider shall delete the data, including the personal data provided to him for the purpose of implementing this contract, 5 years after termination of the termination of this contract. The five-year period begins to run from January 1 of the year following the year in which the contract is terminated. This clause is not applicable for the personal data processed by the Provider in his capacity of Processor of personal data in accordance with an agreement with issuer of e-invoices and other e-documents. These personal data shall be deleted by the Provider if the ground for processing in accordance with the assignment of the issuer of e-invoices and other e-documents becomes invalid.
3. Personal data are collected, stored and processed solely for the purposes of the service provided as described in these General Terms and Conditions in accordance with the applicable provisions of the current legislation and based on point (b) of Article 6(1) of Regulation 2016/679 of the EP (GDPR).

Disclosure of Information

Art. 29.

1. The Provider shall be obligated not to disclose any personal information about the User and not to provide the collected information to third persons – state authorities, trading companies, natural persons and others, except in the events when:
 - It has obtained the explicit consent of the User at the registration or at a later moment;
 - The information was requested by state authorities or officials which in construction in conformity with the effective legislation are authorized to request and collect such information with observation of the legally established procedures;
 - Other events stipulated in the law.

Rights of the User as a private data subject

Art. 30

The User, in his capacity as a personal data subject, has the following rights:

1. To require the Operator to correct or restrict the processing of his/her personal data or to object to the processing of such data;
2. To require the Operator to delete without undue delay his/her personal data, which will be performed if the conditions of Article 17 of Regulation 2016/679 of the EP apply;
3. To receive his/her personal data from the Operator upon request;
4. To ask for personal data portability, which will be performed if applicable, in accordance with Article 20 of Regulation 2016/679 of the EP;
5. To be notified of corrections, deletions, or limitations in the processing of their personal data initiated by the Operator, upon express request;
6. To submit a complaint to the supervisory authority – the Commission for Personal Data Protection, regarding the personal data he/she has provided to the Operator;

7. To submit a request for the execution of his/her rights to the Operator in writing – either in paper form or by e-mail, using the following points of contact:
 - Postal address: 41 Tsar Boris III Blvd., 1612 Sofia;
 - E-mail: office@borica.bg

In this case, the User should undoubtedly certify to the Operator his identity and prove the possession of the respective identifier.

8. For assistance on personal data protection issues and in general for Regulation 2016/679 of the EP, the User may contact the Operator's Data Protection Officer:
 - Name: Ivan Lazarov
 - E-mail: DPO@borica.bg

V. EFFECT OF THE CONTRACT

Termination

Art. 31.

1. Except in the events anticipated in these General Conditions, the contract between the parties shall be terminated also in occurrence of any of the following conditions:
 - Discontinuance of the activity of the Provider or suspension of the maintenance of the eFaktura.bg system;
 - Mutual agreement of the parties;
 - Other events anticipated in the law.
2. The User shall be entitled at any time at his own judgment to suspend the use of the services rendered by the Provider.
3. At the termination of the contract, the Provider shall deactivate the User's profile of the User and shall erase the access password to his User's profile.

Breakage of the Contract

Art. 32.

1. Beyond the events indicated hereinabove, each of the parties may break this contract by sending a one-week notice to the other party, in event of non-fulfillment of the obligations under the contract.

VI. OTHER PROVISIONS

Written form

Art. 33.

1. The written form shall be deemed as observed by sending an announcement to the electronic mail (e-mail), pressing an electronic button on a site with contents which is filled up or selected by the User or marking in a field (check box) in the eFaktura.bg system and others of the kind, insofar as the statement is written down technically in a manner which provides us with possibility to be reproduced.

Invalidity

Art. 34.

1. The Parties shall declare that in event that any of the clauses under these General Conditions turns out to be invalid, this shall not entail the invalidity of the contract, of other clauses or its parts. The invalid clause shall be replaced by the imperative norms of the law or the established practice.

Applicable Law

Art. 35.

1. The provisions of the effective legislation of the Republic of Bulgaria shall be applied to all issued unsettled by these General Contract.