

USING THE E-Shop - GENERAL TERMS AND CONDITIONS

I. SUBJECT

Art. 1. The present General terms and conditions are set up as a means to regulate the relationship between "M.B.S. Trade" AD, based in the city of Sofia, "Kukush" Str. № 7, UIC 121334627, represented by Georgi Mitev and Elena Radeva, hereinafter referred to as the Provider and the customers, referred to in the present document as the User/Users of the website run by "NFT CREDO Collectible Sports Goods", hereinafter referred to as the "E-Shop".

II. GENERAL TERMS AND CONDITIONS

Art. 2. /1/ Through the E-Shop the Provider, on its own behalf or on behalf of and at the expense of its partners with whom it has established contractual relations, shall provide the User with the opportunity to utilize services or to purchase goods in accordance with the present General terms and conditions and in strict compliance with the requirements determined therein as well as in conformity with the legislation currently in force in the Republic of Bulgaria. The Provider publishes the text of the present General terms and conditions in the E-Shop in a way which allows its storage and reproduction.

/2/ By loading, viewing, using or getting acquainted, in any way, with the content of the E-Shop, the User:

1. confirms to have read the content of the present General terms and conditions, agrees with them, accepts and undertakes to comply with their requirements acknowledging that they have the force of a contract concluded with the Provider;
2. declares that he/she is an able-bodied, natural adult individual.

In the event that the User refuses to accept the present General terms and conditions, he/she shall be under the obligation to immediately cease using the E-Shop.

II. Definitions

Art. 3. The terms, used in the present General terms and conditions, shall have the following meanings:

1. **"Provider"**, or any of its partners, is the provider of the services.

2. **"Partner"** is an individual who, by occupation and on the basis of a contract concluded with the Provider, sells goods or provides services, as determined in the contract, through the E-Shop of the Provider.

3. **"E-Shop"** is the E-Shop available on the Internet at <https://nftcredo.com/>, through which the Users have the opportunity to enter into contracts for the sale and delivery of goods offered by the E-Shop.

4. **"User"** is an individual who has a direct access to the E-Shop by entering his/her name in a browser or by redirecting from other sites, or using in any way the E-Shop, including - but not limited to - exploring the E-Shop, participating in auctions, placing orders through it, purchasing, returning goods, etc.

5. **"Products / Services"** are the specific products or services offered by the Provider to the Users of the E-Shop.

6. **"Order"** is an electronic document representing a form of communication between the User and the Provider, through which the User declares to the Provider his/her intention to purchase Goods and Services from the E-Shop.

7. **"Contract"** is a contract of sale concluded remotely through the E-Shop between the Provider and a User for the purchase of the offered goods/services an integral part of which are the present General terms and conditions for using the said E-Shop.

8. **"NFT"** is an irreplaceable token - a unique recording in a blockchain network

III. Registration

Art. 4. (1) An obligatory condition for using the services in the E-Shop is the preliminary registration of the User and the entering of his/her username and password.

(2) The registration is carried out by the User who completes an electronic blank form available in real time on the Internet, in which the User voluntarily enters information used to identify him/her which may include name, surname, family name, e-mail address, telephone number and any other information which the User voluntarily provides when registering or when using the services through the E-Shop. The information provided by the User may be collected and used by the Provider in compliance with the adopted Privacy Policy. In the event that the personal data and information, required for entry in the form, are not entered the Provider may refuse registration.

(3) In case of suspicion that the information, regarding the identity of the User, is insufficient or unreliable, the Provider may request additional proof of his/her identity or it may refuse registration. At any time, the Provider has the right to require of the User to identify him/herself and certify the authenticity of each of the circumstances and the personal data provided during the registration process.

(4) By clicking the "Register" button, the User declares that he/she has reached the age of 18 and that the provided information is correct and accurate, as well as that he/she is familiar with the present General terms and condition, the Privacy and "cookies" policies; that he/she agrees with them, accepts them and undertakes to abide by them. Unregistered users can view

the items or digital objects placed on the auction, their prices and related information but they will not be able to purchase any goods, utilize services or participate in the bidding at the organized auctions.

(5) The User is obliged to promptly update the presented information regarding circumstances which have undergone any change/changes.

(6) In case the information is incorrect or incomplete, or in the event of a failure to update it with data on the occurring changes, the Provider has the right to terminate the maintenance of the registration immediately and without prior notice.

Art. 5. (1) When registering, the User shall indicate a username and password through which to access the services offered in the E-SHOP. In case the username is not already occupied, he/she shall receive the requested username and password as valid.

(2) Each User has a unique username which cannot be used by another person.

(3) Registrations under someone else's name or a fictitious name are prohibited. In case of a valid suspicion that someone else's personal data has been used, the Provider may refuse registration. The provider is not liable for any violations of the rights of third parties due to the user's name including, but not limited to, the right to a name of a natural person and the right to a legal form of any company, rights to trademarks and any other intellectual property rights.

(4) The user is obliged to take due care for and keep his/her password in secret, to refrain from disclosing it to any third parties, as well as to immediately notify the Provider in case of suspicion or a proven illegitimate access by another individual to his/her account. The user is fully responsible for all actions he/she performs or for the actions performed by a third party using his/her username. The Provider is not responsible and does not owe reimbursement of or indemnification for damages caused by the use of a username and password, including when such damages cannot be attributed to the fault of the User or are the result from the illegitimate actions of any third party.

(5) A single individual has the right to only one registration with one username.

IV. Goods and services

Art. 6. (1) The goods and/or services, offered through the E-Shop, are presented with their main characteristic features, their final price in Bulgarian Levs (BGN), without including the delivery price.

(2) All images, published on the E-Shop, are intended to create an idea of the type of the offered Product/Service, rather than to show exactly its concrete, individual specifics. It is possible that some of the images of the goods or services shown in the E-Shop (static/dynamic visualizations) may not correspond with the appearance of the goods or they may create a somewhat inaccurate or incomplete impression of them. The provider bears no responsibility for such discrepancies.

(3) At anyone time, the main characteristics, prices and images of the goods and/or services may be changed by the Provider or his partner.

(4) The goods are in offer until the quantities are exhausted, regardless of whether this is explicitly stated in the E-Shop or not.

(5) Given the possibility of technical errors and the presentation of general guidelines to the images and descriptions of the offered goods and/or services, the actually delivered goods may not fully correspond to the images uploaded in the E-Shop.

V. Ordering goods and services

Art. 7. (1) The User declares to the Provider his/her intention to purchase goods and/or services from the E-Shop, where each item is ordered individually by following the instructions for placing an order through the E-Shop, which is considered made (registered) when confirmed by the Provider. To make the confirmation, the Provider **sends a notification for the completed registration** of the order electronically to an electronic address or by phone to the telephone number indicated by the User. The notification does not contain a declaration of intent to accept or a firm commitment to execute the order. In all cases where the Provider will not deliver part of, or all of the goods, or will not partially or fully execute the services requested in the order, regardless of the reason it is obligated to notify the User and his liability is limited to refunding the advance payment made for the ordered goods and/or services. The ordered goods and/or services are cannot saved prior to the confirmation of the order,.

(2) By registering an order in the E-Shop, the User agrees to contact the Provider by phone or email in order to confirm his/her wish to receive the respective product or service from the Provider against charge, as well as in some other cases related to the placed order.

(3) The User is responsible for the correctness, completeness and accuracy of the data specified in the order he/she has placed and which is confirmed by the Provider.

(4) The Provider has the right to refuse execution of the order by notifying the User, whereby the order is considered canceled. In this case, the Provider and the User bear no responsibility and shall not be entitled to any mutual compensations, as well as when:

1. the data provided by the User is incorrect, incomplete or inaccurate;
2. no funds have been registered to the Provider's account for online payments, although a monetary transaction has been ordered.
3. the bank - issuer of the User - refuses or, for some reason, does not accept the online payment transaction.

VII. Auction

Art. 8. For some goods/services the Provider may organize an auction, which is conducted in accordance with the Auction policy. After the end of the auction, the winning bidder must declare his/her decision to acquire the goods/receive the service within a period of no more than days.

Art. 9. For each individual auction, the Provider shall present the following information to the User:

- the start and end of the bidding;
- starting price;
- bidding step;
- the conditions for making the purchase.

Art. 10. When the first ranked bidder refuses to purchase the item for which he/she has participated within days after the auction`s closing date, the Provider has the right to offer it to the second ranked bidder or include the item in the next auction.

VIII. Contract

Art. 11. (1) The contract between the Provider and the User is considered concluded upon receipt, by the User, of a notification of readiness for the execution of the order (dispatching the goods or providing the service), sent by the Provider electronically to an e-mail or by a telephone SMS to the number indicated by the User.

(2) The Provider has the right to use subcontractors for the provision of the Services, offered in the E-Shop, without the prior consent of the User.

IX. Rights of withdrawal. Restrictions.

Art. 12. (1) The User may withdraw from the Contract within the deadlines set by the Provider, who will undertake to return the prepaid order within 14 days after the date on which the User has sent notice of the withdrawal from the Contract, as follows:

1. Payments made by a debit or credit card - via a refund to the account from which the payment was transferred;
2. Cash on delivery payments - to a bank account additionally indicated by the Client.

(2) The Provider has the right to delay the refunding of the amount and to order it after receiving the sold goods or until receiving proof that they have been sent in the event that it has not offered to take the goods himself - whichever of the two occurs first.

(3) The User has the right to be informed and to receive the amount paid by him/her for the Goods/Services back to his/her account within 7 days in the event that the Provider is unable to deliver the prepaid Goods/Services. This term starts from the date on which the Provider has established that he cannot deliver or from the date on which the User has clearly expressed his decision to terminate the Contract.

(4) The User has no right to withdraw from the concluded Contract in the following cases:

1. for services where the service is fully provided and when the contract includes an obligation for the User to pay, and the performance has begun with the explicit prior

- consent and confirmation of the User that he/she is aware that he/she will lose the right of withdrawal after the contract has been fully executed by the Provider;
2. for the supply of goods or services the price of which depends on the fluctuations of the financial market which cannot be controlled by the Provider and which may occur during the term set for exercising the right of withdrawal;
 3. for the delivery of goods, made to order by the User or according to his/her individual requirements;
 4. for the delivery of goods which, due to their nature, may deteriorate in quality or goods having a comparatively short shelf life;
 5. for the delivery of sealed goods, which are opened after delivery and which cannot be returned due to considerations related to general hygiene or health protection;
 6. for the delivery of goods which, after delivery, and due to their nature, have been mixed with other goods from which they cannot be separated;
 7. for the delivery of alcoholic beverages, the price of which has been agreed at the conclusion of the contract of sale, in which case the delivery may be made not earlier than 30 days after the conclusion of the contract and the actual value of which depends on the fluctuations of the market which cannot be controlled by the Provider;
 8. for the delivery of sealed sound recordings or video recordings or sealed computer software, which are opened after delivery;
 9. concluded during a public tender or auction;
 10. for the provision of temporary accommodation services (not for permanent residence), transport of goods, car rental, catering services or provision of services related to entertainment activities if, and when, the contract provides for a specific date or deadline set for execution;
 11. for the provision of digital content, which is not delivered on a material carrier, when the performance of the contract has started and it obliges the User to effect payment, in the following cases:
 - (a) the User has given his/her prior, express consent to commence performance during the withdrawal period;
 - (b) the User has confirmed his/her awareness of the fact that he/she will thereby lose the right to withdrawal;
 - (c) the Provider has sent confirmation according to the provisions of Art. 48, par. 2 or Art. 49, par. 8 of the Consumer Protection Act;

X. Payment.

Art. 13. (1) All prices of the goods and services, offered in the E-Shop, are shown in Bulgarian Levs (BGN). They include VAT and all due taxes and fees, but do not include the price of the delivery itself.

(2) Regarding online payments, or payments via bank transfers or directly in a bank, the Provider shall not be responsible for the costs related to any banking and/or commission fees, or other additional payments made by the User in connection with the transaction, including currency exchange rates applied by the card issuing bank when the currency used is other than BGN. All payments are solely at the expense of the User.

(3) When issuing a *pro forma* invoice, the price, the manner and the terms of payment shall be indicated in the Order.

(4) The User is obliged to provide the complete set of information needed for the issuance of an invoice for the ordered, paid and delivered goods/services by the Provider. The User agrees to receive the invoice, together with the Goods, as well as those sent electronically to the e-mail address indicated during the registration. **The Provider is not obligated to issue and execute invoiced payments related to the purchase of Goods and/or Services offered by its partners (?).**

Доставчикът няма задължение да издава и заплаща стойността по фактури плащания, свързани със закупуването на Стоки и/или Услуги, предлагани от негови партньори.

XI. Delivery.

Art. 14. (1) The Goods ordered and paid for by the User shall be delivered by courier to the address indicated thereby, or to the office of the courier only on the territory of the Republic of Bulgaria and against charge as per the standard tariff of the courier.

(2) The conditions of the delivery, including delivery time, are determined by the courier and the Provider is not responsible for this activity including, but not limited to, the delivery of goods or the provision of services on a specified date or for a specified period of time and does not owe any compensation in case of delays or non-compliances with the announced delivery dates or periods.

(3) The Provider shall procure the documents, accompanying the goods and their packaging, in a way appropriate to their nature.

Art. 15. Electronic assets /NFT/ shall be delivered to a valid public address, indicated by the User, which is generated previously via the "Solana wallet". Within 24 hours, the user shall receive his/her digital asset (NFT) at the indicated address. The NFT, delivered to this public address, cannot be returned and after delivery (in the manner described in the previous sentence), the Provider shall bear no responsibility for any further activities with the use of NFT, including, but not limited to: deletion, loss or transfer of rights.

XII. Warranty.

Art. 16. The goods, offered by the Provider in the E-Shop, are covered with a guarantee that they conform with the goods listed in the Contract, with the acting legislation and with the warranty policy of the manufacturer or official distributor of the Goods except for such goods

which, by their very nature, cannot be subject of any guarantees (books, cosmetics, toys, NFT, etc.).

XIII. Correspondence

Art. 17. The User agrees to receive from the Provider, or from its partners, all of the commercial correspondence at his/her e-mail address indicated during the registration process including by SMS, in order to be informed about the goods and/or services offered by the Provider or its commercial partners for surveys, inquiries, etc. By accepting the present General terms and conditions, the User agrees to receive commercial correspondence from the Provider, from related companies or from its partners.

XIV. Supplementary rights and obligations

Art.18. The Provider is an administrator of personal data and it is engaged in collecting and processing the necessary personal data of the User. By agreeing to the present General terms and conditions and the Privacy Policy the User agrees that the Organizer collects, processes and stores personal data and information about him/her in compliance with the provisions of the Personal Data Protection Act, as well as data and information used for offering goods and/or services, for promotional purposes, for organizing surveys, inquiries, statistical analyses, direct marketing, etc., which do not impose obligations on the Provider in the way described in the Privacy Policy.

Art. 19. (1) Except in the cases explicitly provisioned in the General Terms, the Provider has the right, at its discretion and without prior notice, to terminate the registration and delete the username of the User, to suspend or restrict the User's access to the E-Shop including in the case of suspicion that the present General terms and conditions, or the norms of the Bulgarian legislation, have been violated. The registration shall be considered cancelled upon the termination of the Provider's activity or the termination of the maintenance of the E-Shop.

(2) In all cases of termination of the registration the Provider shall not be responsible for damages to and loss of User`s profit or the profit of any third parties resulting from the actions described above.

Article 20. On each of the pages in the E-Shop the Provider has the right to place advertising and/or information boxes, banners and signs describing the goods and/or services, their availability, promotions offered by the Provider, or by its partners, electronic links, including sending messages to the User related to them, but will bear no responsibility for the content, accuracy and legality of the information and of the pages linking to websites which are not administered by the Provider.

Art.21. Intellectual property rights on databases, published content and materials - intellectual property objects located on the E-Shop belong to the Provider or the person who

granted the right to use them and are subject to protection under the Copyright and Related Rights Act and the Trademarks and Geographic Indications Act. The storage, reproduction, distribution, as well as any other activities connected with or including objects of intellectual property rights without the prior, written consent of the Provider are prohibited.

XV. Responsibility

Art. 22. (1) The Provider shall not be liable for the damages suffered by the User, or by any third parties which have occurred as a result from events *force majeure* or circumstances which are beyond the control of the Provider.

(2) In all other cases, the liability of the Provider is limited to the value of the Goods listed in the purchase order and paid by the User.

(3) At any chosen time, the Provider may restrict the access of the User to the execution of the Order and/or to any of the possible payment methods if it has decided that the process may be detrimental to the Provider. In this case, the User has the right to be informed about the reasons for the imposed restriction and the Provider shall not be liable for the damages incurred by the User, regardless of the validity of the said decision.

(4) The Provider has no obligation to control and cannot be responsible for the way the User utilizes the services, for the accuracy and timeliness of the data provided by the User or by any third party, for the content of the assigned publications, for typographical errors and any other information accessible through an electronic link or stored on its server(s).

(5) By accepting the present General terms and conditions, the User declares that the utilization of the services, provided through the E-Shop, will be done entirely at his/her risk and responsibility and agrees that the Provider is not responsible for any damages suffered by the User, unless intentionally inflicted by the Provider.

Art. 23. The Provider shall bear no responsibility for the accessibility and proper provision of the E-Shop services outside of the territory of the Republic of Bulgaria or when access to the E-Shop is limited - but not only - because of technical malfunctions, impaired telecommunications services or Internet connectivity as well as during prophylaxis operations on the Electronic shop. If the services offered are accessed outside of the territory of the Republic of Bulgaria, the User shall bear the entire responsibility for compliance with the acting local legislation.

XVI. Miscellaneous

Article 24. (1) In view of the possibility of changing the type and scope of the services offered, their supplementation and improvement, as well as the possible legislative and economic changes the Provider is entitled to the right to unilaterally amend the present General terms and conditions. After amending the terms and conditions, the Provider shall inform the User by publishing the changes/amendments in the E-Shop, and the User accepts and agrees, that the said changes/amendments shall take effect immediately and shall be mandatory for all

users. All declarations, made by the Provider in connection with the changes/amendments to the present General terms and conditions as well as any other alterations, may be sent to the e-mail address indicated by the User.

(2) With an explicit, written statement to the Provider, the User has the right to reject the changes made to the General terms and conditions. In this case, the contract shall be considered automatically terminated and the Provider has the right to cease maintaining the registration and prohibit the User`s access to the E-Shop immediately and without prior notice.

(3) The absence of an explicit, written declaration rejecting the changes made to the General terms and conditions shall be accepted to mean that after having visited the E-Shop by using his/her username, the User agrees with the enforced changes and/or amendments.

Article 25. (1) In connection with the application of the present General terms and conditions, the Provider may accept Instructions and Supplementary conditions related to the application of the present General terms and conditions regarding the use of certain types of services which come into force as per the procedure included in the present General terms and conditions.

(2) In the event that any clause of the present General terms and conditions is found to be invalid, this will not invalidate any other clauses, individual sections or the text of the entire General terms and conditions. The clause, found to be invalid, shall be replaced by the mandatory norms provisioned by the currently valid legislation or by the established practices.

(3) The provisions of the currently valid legislation of the Republic of Bulgaria shall apply to all matters, not settled by the present General terms and conditions.

Supervision:

1) Commission for Personal Data Protection

Address: Sofia 1592, Blvd. "Prof. Tsvetan Lazarov "№ 2

GPS coordinates: N 42.668839 E 23.377495

E-mail: kzld@cpdp.bg

Website: <https://www.cpdp.bg/>

2) Consumer Protection Commission

Address: Sofia, "Vrabcha Street" № 1, floors 3, 4 and 5.

phone: 02/933 0565, Fax: 02/9884218

For filing complaints - the electronic blank form for filing complaints can be downloaded from:

<https://kzp.bg/podavane-na-zhalba>

hotline: 0700 111 22

Website: www.kzp.bg.