



General Terms & Conditions

for
Using, Selling and Service Providing via the Website and
E-store <https://softwareshop.net/>

Please read carefully the General Terms and Conditions. When you express your agreement in the way as referred to hereinafter, it shall be considered that you have become aware of and have accepted the General Terms and Conditions and you will have the duty to comply with them. The General Terms and Conditions constitute an agreement between the Customer and the Provider with the subject as referred to hereinafter.

I. E-STORE ADMINISTRATOR

1.1. International Resource Management Ltd. (hereinafter referred to as „IRM”) is a business company incorporated and registered under the laws of the Republic of Bulgaria, entered into the Commercial Register at the Registry Agency of the Republic of Bulgaria, Unique Identification Code (UIC) 130549116, having its registered address at 60, Bulgaria Blvd., Entr. V, 5th Floor, office 11, Krasno Selo Region, 1680 Sofia, Republic of Bulgaria, tel.: +359 2 808 5959, e-mail: office@i-r-m.com

1.2. IRM is a licensed distributor of Software produced by various licensors, and offers online set of resources and services via the website softwareshop.net (hereinafter referred to as „the E-store”), accessible in the respective mode of use and if the user has met the requirements set out in these General Terms and Conditions.

1.3. IRM shall have the full and exclusive rights to administer the E-store. IRM shall not be liable in case of unauthorized interference by third parties affecting the E-store content, including in the event when such interference has been made in spite of the due care taken to protect the E-store against such unauthorized interference.

1.4. If on the E-store website there are references to websites of other providers and other individuals/legal entities, IRM shall not be liable for the privacy policy of these websites, because it does not administer thereof. IRM shall not be liable also for the correctness of the information contained on these websites.

II. DEFINITIONS

In the interpretation and application of these General Terms and Conditions the terms and expressions used shall have the following meaning:

2.1. „Software” – software (program) products constituting single or integrated program modules, software developments, functionalities and procedures of a program product.

2.2. „License“ – the non-exclusive, non-transferable and restricted right to use the Software for a given period of time by its installation on a certain number of computers (workplaces).

2.3. „Software Module/Software Functionality Version” – a certain set of software functionalities, constituting a part or parts of the integrated software.

- 2.4. „Services“** – Software-related services such as Software implementation, administrator and user settings, software updating, technical support, etc.
- 2.5. „Implementation“** – a service providing a process of software and hardware settings, data importing and other additional activities performed in order to meet the customer’s requirements regarding the way of operation.
- 2.6. „Software Update“** – a given set of software functionalities, developments, constituting modifications, improvements, and elimination of incorrect points in the software module.
- 2.7. „Website/Site“** – an isolated location within the global internet network that is only accessible by its unified address (URL) by protocol HTTP, HTTPS or another standardized protocol and containing files, programs, text, sound, picture, image or other materials and resources.
- 2.8. „Webpage“** – a compound and isolated part of the website.
- 2.9. „IP address“** – a unique identification number associating a PC, Webpage or user’s resource so that it allows its localization within the global internet network.
- 2.10. „E-store“** – a compound part of the website <https://softwareshop.net/>, mainly aiming at selling, delivering and installation of modules of software produced by various licensors, their licensed use and maintenance by signing a remote agreement.
- 2.11. „User“** – any adult person or legal entity, either registered or non-registered (using „guest” profile type), using the functionalities provided through the website: <https://softwareshop.net/>, whereby the user certifies their consent with the acceptance of these General Terms and Conditions.
- 2.12. „User Profile“** – an isolated section of a site, containing information about the User, provided by them while getting registered and stored by <https://softwareshop.net/>, as the access to the user profile shall take place by entering your user name and password. User Profile shall provide the User with an opportunity to review and edit the data entered at registration, to change their access password, to unsubscribe for using a newsletter, etc.
- 2.13. „User Name“** – a unique code, representing a set of letters and/or numbers by which the user is individualized on the site <https://softwareshop.net/>.
- 2.14. „Password“** – a unique code chosen by the User, representing a set of letters and/or numbers which, in combination with the user name individualize thereof and provides them with the opportunity to place valid purchase orders for the products and services offered on <https://softwareshop.net/>.
- 2.15. „Customer“** – any individual at the age of 18 or higher, a legal entity or another legal formation placing an Order and entering into a Remote Purchase Agreement with IRM via the E-store.
- 2.16. „Account“** – a section of the E-store consisting of an e-mail address and a password enabling the Customer to send an Order and containing information about the Customer and history of some of their actions on the E-store (orders, invoices, etc.). The Customer shall be in charge that all the information entered in the Account is true, full and update.
- 2.17. „Basket“** – a section of the E-store allowing the Customer to add Software they want to purchase at the time of its adding or later;
- 2.18. „Order“** – an electronic document representing a communication form between IRM and the Customer through which the Customer declares their wish to IRM, via the E-store, that they want to purchase Software from the E-store.

2.19. „Agreement“ – the agreement signed at a distance between IRM and the Customer for the purchase of Software via the E-store on the basis of these General Terms and Conditions for using the E-store („the Document“) and which are an integral part thereof.

2.20. „Content“

- all information on the E-store that is accessible through internet connection and using a device with internet connection;
- the content of each notice by the Customer to IRM sent by electronic means and/or any other accessible means of communication;
- any information provided in anyway whatsoever by an IRM's employee/associate to the Customer by electronic means or other means for remote transfer;
- information on the E-store related to the Software and/or the rates applied by IRM at a given period of time;
- information on the E-store concerning Customers and related to the Software and/or the applicable rates by third parties with whom IRM has signed any kind of partnership contracts.

2.21. „Commercial Messages“ – any kind of a message sent through electronic communication channels (such as e-mail, SMS, mobile device push / web push, etc.), containing general and subject information, information about similar or suitable products to the purchased ones, information about offers or promotions, information about the Software added in the section „Account /My basket“ or in the section „Account/Favourites“, and other commercial messages such as market and user research.

2.22. „Newsletter“ – a publication distributed regularly, containing information about updates of existing software, new releases, promotions and other information of this sort that could be of interest for the newsletter subscriber.

2.23. „Specifications“ – all features and/or descriptions of the Software as stated in their description.

2.24. „Personal Data“ – any information related to an identified individual or an individual who may be identified („data subject“); an individual who may be identified is someone who may be identified, either directly or indirectly, in particular by an identifier such as name, identification number, location details, online identifier or by one or more signs specific for the physical, physiological, genetic, psychological, economic, cultural or social identity of that individual. In the context of these General Terms and Conditions personal data shall mean current data of the User or the Customer provided while filling in the registration form or while placing an order without registration and which are processed in compliance with the Data Protection Policy.

2.25. „Territory“ is a geographical region for which IRM has been granted distributor's rights for distribution from the producer of the respective Software. For Cinema 4D the territory is European Union and for DC-Software the territory is the whole world save for Germany, Austria and Switzerland.

2.26. „Random Event“ – an event of extraordinary nature not predicted at the time of conclusion of the agreement, making its performance objectively impossible.

III. SUBJECT MATTER. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

3.1. This document defines the General Terms and Conditions for using of the website <https://softwareshop.net/>. These General Terms and Conditions shall also apply to all purchase orders that you place via the E-store at <https://softwareshop.net/> and your subsequent agreement about the purchase of software licenses, updates or improvements and providing of services by IRM.

3.2. The License Agreement for using of software of the respective licensor shall also apply in addition to these General Terms and Conditions. You may get access to the respective License Agreement through the given link.

3.3. The General Terms and Conditions shall be binding upon all E-store Customers. To place a valid Order via the E-store, Customers must become familiar with the General Terms and Conditions and accept them.

3.4. If one or more provisions of these Terms and Conditions appear invalid or unenforceable, this will not make invalid or unenforceable any other provisions.

3.5. These General Terms and Conditions shall apply exclusively. We do not accept any contradictory or divergent conditions, unless agreed in a separate case with a legal representative of IRM in writing. These General Terms and Conditions shall apply to deliveries even if the contradictory or divergent conditions have not been rejected by IRM.

3.6. For avoidance of any doubt, all terms and conditions, offered by the Customer, contained in their general terms and conditions for purchase, correspondingly, leading to amendment and being in conflict with these General Terms and Conditions, shall not engage IRM and shall not apply in their relationships with the Customer. In case that different terms and conditions are agreed in the relationships between IRM and the Customer, they shall refer exclusively to the specific deal subject to separate negotiations.

3.7. IRM may amend the General Terms and Conditions for purchase from the E-store unilaterally. The General Terms and Conditions so amended shall become effective at the time of being posted in the category „General Terms and Conditions” at the E-store website. The General Terms and Conditions that were effective at the time of conclusion of the remote agreement between the Customer and IRM shall apply to a deal made through the E-store.

3.8. Marking the field „I read and agree with the General Terms and Conditions” to the respective order and clicking on the virtual button „Place Order”, the User/Customer will make an explicit electronic statement within the meaning of the Electronic Document and Electronic Signature Act, stating to be aware of these General Terms and Conditions, that they accept them and agree with them and are obliged to comply with them.

IV. USER REGISTRATION. USER PROFILE

4.1. In his/her registration user shall enter his/her name and password. If this user name is not busy yet, user will get the user name and the password as requested. IRM does not make a check and is not liable for the coincidence of the user name with the name of the user if that affects any rights of third parties, and in particular, the right to a name or other personal rights, right to a business name, right to trademark or other intellectual property rights.

4.2. User shall be individualized through the information completed in the order form or through his/her user profile.

4.3. User shall not disclose the password to third parties and immediately notify IRM in case of unauthorized access and likeliness for such unauthorized access. User must take all utmost care and all necessary measures as reasonably required to protect his/her password and shall be fully liable for all actions done by him/her or a third party by using thereof.

4.4. In case of a lost (forgotten) password and an explicit request sent by the User, <https://softwareshop.net/> will send an automatic e-mail with a link to create a new user name.

V. ORDER. ENTERING INTO AN AGREEMENT

5.1. Presentation of products on our Website is not an offer, but it shall be understood as a non-binding invitation to the Customer to place an order.

5.2. Customer shall declare his/her desire to place an order and purchase Software via the E-store as he/she does that online. The access to the E-store for the purpose of registering an order is allowed for every Customer either registered or not (using a „guest”-type profile).

5.3. Customer may place an Order on the E-store following the steps as given in the Platform for finishing and sending an Order.

5.4. Order process includes five steps:

1. Choose your desired Software and the number of licenses that you want to purchase;
2. Add your desired Software and the number of licenses that you want to purchase in the Basket for purchase by clicking on the virtual button „Add in the Basket“. Once your desired Software is added in the Basket for purchase, you may check that by clicking on the virtual button „Review“;
3. Click on the virtual button „Proceed with check“ to continue ordering process;
4. Enter the information required in the forms „Your Order“ and „Details of Payment“;
5. Click on the virtual button „Place an Order“ in order to send it to IRM;

5.5. Adding Software in the Purchase Basket without finishing the Order will not lead to registration of the Order. E-store may send you a reminder for unfinished Order if the Order registration process has started (there is Software added in the Purchase Basket), the E-store page is opened, but the Order registration process is not finished. IRM does not have the duty to warn or inform the Customer about any unfinished Order in the E-store.

5.6. Customer must provide IRM with the details as stated in the order form for performance of the Order, terms of payment and issuance of an invoice that are true, full and accurate on the date of sending the Order. By sending the Order, Customer allows IRM to contact him/her in any possible way in relation to the performance of the Order so placed.

5.7. By clicking on the button „Place an Order“ you will send us a binding offer for signing a purchase agreement regarding the software items in your Basket.

5.8. IRM shall have the right to deny performing (to cancel) the Order placed by the Customer notifying the Customer thereof in any possible way. Canceling the Order will not give rise of any liability or subsequent obligation for one of the parties against the other one in relation to the Order and neither party will have the right to seek compensation for its cancellation.

5.9. Once the Order is received, IRM will send a notice to the Customer of registering the Order in their system. This notice does not have the meaning of acceptance, confirmation or commitment for the Order performance. It is done by e-mail or on the phone.

5.10. The Remote Purchase Agreement signed between IRM and the Customer shall be deemed executed at the time when the Customer receives a notice in the e-mail that the Order has been accepted.

5.11. The Purchase Agreement signed between the Customer and IRM consists of these General Terms and Conditions and any possible further arrangements between IRM and the Customer.

5.12. Only end users are allowed to place Orders on the Website. Purchase and reselling of Products from the Website is not allowed, unless otherwise agreed with IRM.

VI. WAIVER

6.1. Customer may cancel an Order so made until the time of receiving of a confirmation for its acceptance given by IRM in accordance with the provisions of Section V above.

6.2. For the avoidance of doubt, the Customer explicitly accepts and agrees that the execution of the Agreement on the party of IRM commences from the moment in which IRM receives the payment due for the Order, whereas the Client may not waive the Agreement, respectively the amounts paid shall not be subject to refund after IRM has received payment for the Order.

VII. PRICES. INVOICE ISSUANCE. TERMS OF PAYMENT

7.1. IRM shall post the current rates for its offered Software at <https://softwareshop.net/>.

7.2. All rates displayed on our website are less any taxes or charges that may apply to this specific case.

7.3. All charges and fees in relation to payment of the cost, and delivery costs (if any), shall be at the expense of the Customer.

7.4. IRM shall reserve its right to change the prices, posting the new prices at <https://softwareshop.net/>.

7.5. A change in the cost for prepaid Software shall not affect the rights of a Customer who has already paid such.

7.6. The price shall be paid 100% prior to giving access to the Customer to download, install, and activate the Software.

7.7. IRM will issue an invoice to the Customer for the respective Order on the basis of the information provided by the Customer.

7.8. Customer agrees to receive such an invoice on e-mail. In case that the Customer does not have a registered Account in the E-store, the method of providing the invoice shall be negotiated through e-mail communication at the e-mail address for contact with IRM stated by the Customer while placing the Order.

7.9. In the cases when IRM issues an invoice to a Customer having an Account in the E-store, IRM shall issue an invoice with the details that the Customer has stated in his/her Account. IRM shall not be liable if the Customer has failed to duly update the details in his/her Account. Customer must review the information stated in the respective Order to make sure that it is full, true and accurate.

7.10. You may choose one of the methods of payment as described at the Website. IRM shall reserve its right to exclude or include specific methods of payment at any time.

7.11. In case of payment by PayPal, your payment will be made by our payment service provide by using its secured platform. Our payment service provider shall be entitled to deny payment processing in case of any suspect for fraud or other irregularity.

7.12. If you choose payment via bank transfer as a method of payment, we will e-mail you a proforma invoice, including our bank details. You must pay the amount due without a delay in full, including all bank charges.

7.13. If your advance payment has not been made within 3 days after receiving an order confirmation, proforma invoice, accordingly, IRM will be entitled to terminate the agreement.

VIII. SHIPMENT

8.1. IRM will send an e-mail for delivery at the address stated in your Order. The delivery contains the download link and a license key for the Software and an invoice.

8.2. IRM shall deliver the Software after the confirmation for successful payment of the purchase price. The time for delivery shall be extended by reasonable periods in case of force majeure or other events that IRM is not liable for, such as operations disruptions or telecommunications issues.

8.3. If applicable, IRM will deliver the respective devices to the Customer in relation to ensuring hardlock and other devices applicable in relation to the Software installation and activation, via a courier service to the address stated by the Customer or an office of the courier service according to the Customer's choice. In the cases of door-to-door shipment, Buyer must state the building storey to which the devices should be delivered in the address field in the electronic form for placing an Order for this purpose.

8.4. The range of Products that may be purchased from the E-store may differ depending upon the geographical location and the device of the Customer.

8.5. Products purchased from the E-store may be subject to customs clearance. Customer must fulfill all applicable requirements of the applicable national and international law.

IX. LICENSING CONDITIONS AND INTELLECTUAL PROPERTY

9.1. On the basis of the remote agreement signed between IRM and the Customer, Customer shall receive the non-exclusive, non-transferable, and restricted right to use the Software for a certain period of time as agreed between the parties by installation on the agreed number of PCs (workplaces).

9.2. By downloading, installation, and activation of the Software, the Customer accepts and agrees to comply with all licensing terms and conditions and agreements of the Licensor for its licensed use.

9.3. All Software functionalities are described at <https://softwareshop.net/> and at the Licensor's website. Customer uses and utilizes all Software functionalities on its own liability.

9.4. When using the website <https://softwareshop.net/>, subject to these General Terms and Conditions, and the Software, User/Customer shall have access to various content and resources that are subject to copyright or other rights of intellectual property of IRM or third parties. User/Customer shall have access to the content with a view of using it for personal needs in compliance with these General Terms and Conditions and shall not have the right to use, record, store, reproduce, modify, adapt or distribute publicly objects of intellectual property that have become accessible to it while using the website <https://softwareshop.net/>, subject to these General Terms and Conditions, and the Software.

X. INSTALLATION. RISK PASSING

10.1. Customer shall bear the risk that the Software ordered should meet his/her needs and purposes.

10.2. The Software shall be downloaded from the electronic portal of the Licensor, installed and activated by the Customer at his/her risk.

10.3. IRM shall not be liable for the technical possibility for connection and compatibility of hardware products or other devices of other manufacturers with the Software provided for use.

10.4. IRM shall not be liable for the technical compatibility of the Software provided for use with other software that is not owned by the Licensor.

10.5. Customer must notify IRM of any defects in the installed Software as soon as they have been established. The notice of defects must be in writing and give a detailed description of defects. Customer must provide IRM with all information necessary for defect assessment. Failure that he/she will lose his/her claims on the basis of the defect warranty.

10.6. Lost or stolen hardlock shall not be subject to replacement. In this case Customer should purchase a new license.

10.7. In case of damaged hardlock, it shall be replaced by IRM within a reasonable time after being returned to IRM.

XI. WARRANTY CONDITIONS

11.1. IRM warrants that the Software corresponds to and is in compliance only and solely with the features/ functionalities as displayed in the specifications attached to the agreement and/or the confirmation, or available at the website of the Licensor. Any additional characteristics will be provided only upon confirmation by the Licensor. All conditions arising out of leaflets, presentations or prospectuses provided to the Customer not included in the agreement and/or the confirmation and functional specifications attached thereto, should not be considered as due by IRM. The provider shall not be liable and shall not guarantee the Software suitability for a given purpose of use, especially for a given task or Customer's project.

11.2. IRM guarantees the lack of significant defects in the delivered Software in compliance with the applicable guarantee terms and conditions set out by the producer of the respective Software. The Customer must, within 5 (five) business days after their initial establishment, notify IRM of such defects. Notice of

defects must be in writing and should provide a detailed description of defects. The Customer must provide all information necessary for the defect assessment. If he/she fails to do so, these warranty conditions will lose their effect with respect to the unduly reported defect and each defect appearing afterwards.

11.3. IRM will take due and utmost care to eliminate or minimize any deviation found, so that the Customer may use the Software according to the agreement or to give another temporary working solution to achieve the purpose of the program.

11.4. Warranty is excluded for defects arising as a result of wrong installation and/or activation of the Software, and/or arising as a result of incompatibility of the Software provided for use with hardware products or other devices of other manufacturers or with other software that is not owned by the Licensor.

11.5. Warranty shall only be valid in favour of the Customer. Warranty claims shall not be subject to assignment. If the Customer installs the Software on another device other than the initial device of installation, Customer must pay the Provider any extra expenses incurred during defect elimination.

11.6. Except as explicitly provided for in this Section 11, IRM refuses and the Customer agrees not to rely on any commitments, warranties, conditions or other arrangements (explicit, implied or statutory), including but without limitation to each warranty, condition or term: (a) of marketability, fitness for a given purpose, due care and skills, offense, satisfactory quality, accuracy or system integration; or (b) resulting from any kind of operation, manner of performance or use in the industry. To the extent permitted by law, if a warranty, condition or term may not be denied, such a warranty, condition or term shall be limited to the minimum established by law.

XII. DISCLAIMER

12.1. IRM shall not be liable in case of occurrence of circumstances that are out of its control – in case of force majeure, accidental events, issues in the global network internet, issues due to the Customer's equipment, as well as in case of unauthorized access or intervention of third parties in the functioning of the information system or servers of IRM or its licensors.

12.2. IRM shall not be liable for any direct, indirect, incidental or subsequent damages, including but without limitation to harms at lost profits, goodwill, use or other immaterial loss sustained by the Customer or third parties resulting from:

- a) the use or impossibility for the use of the Software;
- b) the impossibility to use the Software for access to content or data;
- c) the costs for the purchase of replacement Software;
- d) unauthorized access to or change in messages or data of the

12.3. By acceptance of these General Terms and Conditions the User acknowledges that is aware of the possibility of probable disruptions and other kind of difficulties in making internet connection to the Website <https://softwareshop.net/>, which may arise regardless of the due care taken by IRM. The User declares that will not claim any indemnities against IRM for lost profits, sustained harms or inconveniences as a result of occurrence of the above disruptions or difficulties in the internet connection, including with respect to the capacity of that connection.

12.4. IRM may refuse or reject any Order based on legal grounds, which include but are not limited to the cases in which: the Client has not complied with the conditions provided at the time of the Order; the purchased Products are not available; an Order is made from a Territory for which IRM has no distribution rights; or there are evident errors in the pricing or other errors, including technical. In case of errors in the pricing or other errors IRM reserves the right to: (i) cancel the Order or the purchase; or (ii) to contact the Client for alternative options.

12.5. IRM is working diligently, to publish accurate information, to update the E-store on a regular basis; to correct errors, when such have been established. Nevertheless, any content in the E-store may be wrong or outdated at a certain point in time. IRM reserves the right to make changes in the E-store at any time, including of Product prices, specifications, offers and availability.

XIII. USER'S RIGHTS AND OBLIGATIONS

13.1. User shall be entitled to online access to the services provided via the website <https://softwareshop.net/> in compliance with the terms and requirements for access, set out by IRM in these General Terms and Conditions.

13.2. User's right to access does not include the right to copy or reproduce information and to use objects of intellectual property, whether or not the holder of the respective rights is IRM or a third party.

13.3. User must accept and pay the delivery performed in compliance with the terms and requirements for access, set out by IRM in these General Terms and Conditions.

13.4. User shall be entitled to refuse receiving commercial messages notifying IRM for this purpose to the following e-mail address: office@i-r-m.com

13.5. User agrees not to receive or use the Products or to have access to the E-store for purposes that are not in compliance with the legitimate business interests of IRM. In particular, User may only use the Products and the E-store in strict compliance with these General Terms and Conditions for: a) receiving of information (as long as that information is not collected for use in a manner that could be harmful for IRM); and/or b) for giving feedback or other constructive comments to IRM (positive and negative); and/or c) buying Products via the E-store.

XIV. IRM'S RIGHTS AND OBLIGATIONS

14.1. IRM shall provide its users with non-stop access to the online store to review the content and process orders for sales every business day within the working hours from 09:00 through 18:00 PM.

14.2. IRM shall have the right to send commercial messages to the users, including via the Newsletter service in order to offer information and commercials regarding its goods and/or services, to make inquiries in various issues, to conduct questionnaires, etc.

14.3. IRM may place electronic references/links to other websites of third parties, including electronic references and advertising banners.

14.4. IRM shall reserve its right, either temporarily or permanently, to stop providing specific Services accessible via the website, notifying the user thereof by posting a message on the website.

14.5. IRM shall have the right to change the prices at its own discretion at any time without owing any prior notice to the users.

14.6. IRM shall be entitled to block (entirely or partially) temporarily the user's access to the website for 48 hours for the purpose of monthly prophylaxis, service quality improvements, extensions, novelties and other changes in the system. Users will be notified in advance of the exact time schedule for the temporary blocking of the system access by posting notices in a visible place at the website.

XV. TERMINATION AND BREAKING OF THE AGREEMENT

15.1. The Agreement between the parties shall be also terminated in the occurrence of any of the following events:

15.1.1. dissolution of IRM business.

15.1.2. mutual consent by the parties for termination;

15.1.3. other cases provided by law.

XVI. USING OF PERSONAL INFORMATION

16.1. To register on the Website you must state a User Name to log in and a Password. In addition, IRM shall need your contact information, including delivery address, when applicable, as well as information for invoicing. You shall be liable to maintain such information correct, confidential and up-to-date.

16.2. By filling in the contact form, you guarantee and are fully liable that the data entered identify you, indeed, as an individual or a representative of the referred entity. If you place an Order on behalf of an entity, you guarantee that you have the authority to do so. In particular, you are liable that each VAT number that you enter is suitable and correct.

16.3. IRM shall not be liable for any consequences that may arise as a result of incorrect, incomplete or false information entered by you or data that you have changed later in your Order.

16.4. In case of online payments you are required to enter your details of payment. The information about online payment related to your Order shall be processed by the IRM's payment service provider. IRM does not receive detailed information (such as your credit card number) from transactions, instead IRM receives information if the payment is successful or not.

16.5. By placement of your Order, you agree that your contact and payment information may be used for processing of your payment and for the performance of your Order.

XVII. DATA PROTECTION

17.1. IRM shall take due care and be liable for protection of the customer's information that has become known to it by reason of providing the services, subject to these General Terms and Services, in its capacity of Data Controller, except in the cases of force majeure, accidental event or misconduct of third parties.

17.2. IRM will disclose your personal data to third parties only to the extent that is necessary for processing of your payment, performance of the Purchase Agreement, compliance with the legal and administrative duties or for avoidance, discovering, mitigation and investigation of criminal or illegal activities related to the use of the Software.

17.3. IRM will not disclose your personal information to third parties for marketing and advertising purposes without you explicit consent.

XVIII. APPLICABLE LAW. JURISDICTION

18.1. These General Terms and Conditions are subjected to the Bulgarian law.

18.2. Any disputes between the parties shall be resolved in the spirit of understanding and good will. In case where no agreement is achieved, all unresolved disputes caused by the Agreement between the parties or related thereto, including disputes caused by or related to its interpretation, invalidity, execution or termination, as well as disputes for filling gaps in the Agreement or its adaptation to newly arisen circumstances, will be resolved by the state competent court in the applicable Bulgarian law in Sofia. The supervision authorities in the Republic of Bulgaria are:

(1) Commission for Personal Data Protection Address: Sofia, 15 Ivan Evstatiev Geshov Str., tel.: (02) 940 20 46 fax: (02) 940 36 40 Email: kzld@government.bg, kzld@cpdp.bg Website: www.cdpd.bg.

(2) Commission for Consumer Protection Address: 1000 Sofia, 4A Slaveykov Sq., Floor 3, 4 and 6, tel.: 02 / 980 25 24 fax: 02 / 988 42 18 hot line: 0700 111 22; Website: www.kzp.bg.

These General Terms and Conditions were approved by the IRM Manager on 24/10/2019 and became effective on 24/10/2019.