

**Terms of Service of “Telenor SmartAd”
(in force from 13.05.2020)**

1. These Terms of Service (the "Terms") govern the download and use of the Telenor SmartAd smartphone app (the "Application") as well as the services offered through the Application (the "Services"), including through the use of the website www.telenor.bg/telenor-smartad (the "Website") (if available), as well as all content, products, promotions, services and functionalities available on or through the Application and the Website (collectively, the "Services"). Please note that these Terms constitute a legally binding agreement for the use of the Application and Services between you and Evolway Media Ltd., with headquarters and registered office in the city of Sofia, 90 Bulgaria Blvd., fl. 5, and registered in the Commercial Register with UIC 205312073 ("Evolway", "Ours", "Us" and "We"), acting in partnership with regard to the distribution of the Services and provision of various bonuses/incentives in connection with the use of the Application with TELENOR BULGARIA EAD, with headquarters and registered office in the city of Sofia, MLADOST 4 residential area, Business Park Sofia, building 6, registered in the Commercial Register with the Registry Agency under UIC 130460283, VAT No. 130460283 ("TELENOR").

2. The app allows you to receive a short video and/or interactive and/or static content if you have downloaded, installed and enabled (activated) the Service. The TELENOR SmartAd app can be downloaded in any of the following ways: from Google Play Store, by clicking on a direct link provided by TELENOR or a QR code, only available to users using an Android operating system.

2. Such content may consist of:

- Video and static ads, clickable ads, coupons, deals, promotions and other advertising content (hereinafter referred to as "Ad Content")
- Educational, social and entertainment content (hereinafter referred to as "General content")

2. The General Content and Ad Content will be referred to as “Content” below in the text.

2.3. The Content will be provided in the form of video or static content (with or without an available link when clicked on) on the mobile device screen, in the following ways, some of which may be limited by the users of the Application:

- immediately after unlocking the smartphone
- when initiating an outgoing call
- on receiving an incoming call

2.4. Providing Content will not block or slow down mobile device (smartphone) functions such as:

- Unlocking: The Content may be omitted;

- Outgoing and incoming calls – optional: Content shall be rendered without impacting any standard functions related to: dialling, answering, ending the call, rejecting the call, muting the sound while ringing, keyboard access, speaker, Bluetooth, rejecting a call by a text message (SMS), etc.

2.5. The Content will be updated and made available to you daily via a Wi-Fi connection or through the TELENOR mobile network. In the latter case, the use of mobile data draws from mobile internet packages active for the End user's mobile number or as agreed in the subscriber's tariff plan. The mobile data consumption can be tracked using the mobile data consumption function on your smartphone.

2.6. If you use the Application and Services, you will receive through them up to 15 Ad Contents per day and up to 105 Ad Contents per week. In addition, you can receive up to 3 General Contents per day or up to 21 General Contents per week.

3. Every 10 days you can receive bonuses and incentives listed in points 5 and 14 below. After the initial activation of the Application, you receive a single 2000 MB package. And every 10 days, you receive a bonus of 500 MB and the given mobile data can only be used on the territory of the Republic of Bulgaria.

4. The Application users are collectively referred to as "End Users" and individually as an "End User".

5. As presented below, the Telenor SmartAd service offers to the Application's end-users various incentives – TELENOR's products or services, or products or services with a TELENOR discount (additional mobile data package(s), value-added services, discounts on the monthly subscription fee, etc.). The Services are offered under the current terms and under any other rules, policies and procedures that may be periodically published in connection with the services offered by TELENOR (collectively referred to as "the Agreement").

6. PLEASE READ THIS END USER LICENSE AGREEMENT, THE TERMS OF PROVISION OF SERVICES AND OUR PRIVACY POLICY BEFORE DOWNLOADING AND USING THE APPLICATION OR ANY OF THE OTHER SERVICES. By clicking or pressing on "Accept", "Agree" or similar in the process of downloading and/or registering, or in accessing or using any part of the Services, you agree to the terms of this Agreement, which is a legally binding contract between you and Evolway, acting in partnership with TELENOR. If you do not agree to all the terms of this Agreement, you cannot download the Application or access or use the Services. When using the Services on behalf of an employer or another person, you declare and guarantee that you have the necessary powers and rights to bind the respective person with the Agreement.

7. The Supplier of the Application is Evolway, acting in partnership with TELENOR in terms of distribution of the Services and provision of various bonuses/incentives when using the Application, in accordance with what described in these Terms.

8. By using the Application, you acknowledge that you are 18 years old or older, and that you have read, understood and agree to be bound by these Terms. If you are between 14 and 18 years old, you will need to contact a parent or guardian, who will have to review these terms and consent to your access to and use of the Application. If you are under 14 years old, you cannot download the Application.

9. Additional guidelines, terms or rules may apply to certain functionalities of the Application or Services. These guidelines, terms or rules will be published about the Application or Services in relation to the aforementioned functionalities. Any such additional terms, guidelines and rules shall be included into the current Terms via appropriate references. The Additional Terms are applicable as far as they are not inconsistent with the current Terms and only to the Service to which the Additional Terms apply.

10. We are aware of the importance of your privacy – the use of the Services is governed by our Privacy Policy available at www.telenor.bg/privacy as well as by TELENOR SmartAd's Privacy Policy available here: www.Telenor.bg/Telenor-smart-ad;

11. These Terms shall be subject to periodic review. Please check this webpage periodically. Continuing to use the Application or Services after receiving the notification about such changes is considered as a confirmation by you of the respective changes and consent to be bound by the terms under such changes.

12. Accounts:

12.1. Creating an account. In order to use certain features of the Application or Services, you must first create an account ("Account") by signing up for the Application. You declare and guarantee that: (a) all the necessary and submitted registration information is true and accurate; (b) you will keep such information up-to-date; and (c) you are not deprived of the right to use the Application or Services under the legislation of the Republic of Bulgaria, the applicable legislation at your place of residence or under any other applicable jurisdiction (and that you have not been forbidden by us to use the Services).

12.2. We reserve the right at our sole discretion to temporarily suspend or fully terminate your Account and/or to refuse any current or future use of the Application or the Services (or any part thereof) in the event that you violate these Terms, if you terminate your mobile service with TELENOR, if required by law, or if we are required for any other reason to temporarily suspend or terminate your Account.

12.3. Responsibility for the Account. You are responsible for all activities performed using your Account. You agree that you will monitor your Account to limit its possible use by anyone other than yourself. You agree to promptly notify TELENOR of any unauthorized use or suspicion of unauthorized use of your Account or of any other security breach. Evolway, TELENOR, their suppliers or licensors shall not be liable for any loss or damage resulting from non-compliance with the above requirements.

13. Required Equipment and software. It is necessary to provide all the equipment and software necessary to connect to the application, including, but not limited to, a mobile device suitable for connecting and using the application. You are fully responsible for all charges, including internet fees or mobile data fees, that are due in connection with the access to the app.

14. Incentives and promotional offers:

14.1. Using the Application may entitle you to receive incentives ("incentives") that can be used with your TELENOR Mobile Services Subscription Plan. Such incentives are always subject to your TELENOR Service Agreement and applicable product notifications from your Service Plan, and the incentives will be applied to your TELENOR subscription plan in accordance with the said TELENOR Mobile Service Contract. TELENOR reserves the right to add, withdraw or amend promotional offers at any time.

14.2. Providing incentives. While using the Application, you may receive free TELENOR products or services, or products or services with a discount from TELENOR (additional mobile data bundle(s), value-added services, monthly subscription fee discount, etc.). The incentives that are in the form of free and/or discounted TELENOR products and/or services, or others, will be reflected by TELENOR through your monthly bill and comply with the requirements for using the Application and Services.

15. Terms of service and receipt of incentives.

1. The Service is available to Telenor users with a subscription plan.

The service is available via mobile data only on the territory of the Republic of Bulgaria. In case of wi-fi access outside the territory of the Republic of Bulgaria, the service will be able to be active.

To receive the appropriate incentives, you must have installed the Application, signed up for it, granted all requested permissions in the Application, and used it for a minimum of 9 days during the last 10-day period (for the Application to be considered to have been used in a given day, at least one Ad Content or General Content must have been viewed). The incentives shall be renewed immediately after the expiry of each 10-day period following the initial activation.

The incentives are the first priority to be spent among all other mobile data packages active for your mobile number.

The incentives are only valid for use via the Telenor Bulgaria network. The incentives are automatically activated for the mobile number, through which is used the Application on the day following the expiry of each 10-day period, provided that the requirement to use the Application is met for at least 9 days of that period.

16. Access to the application and services:

16.1. Application license. In accordance with these Terms, we grant you a non-transferable, non-exclusive, revocable and limited license to use and access only for your personal and non-commercial use of (a) the Application with any compatible device at your disposal, and (b) the other aspects of the Application and the Services. You agree to comply with all applicable third party terms in Google Play Store (the "Rules of Use") when you use the app. In case these Terms provide for rules of use which are less restrictive or contradicting the Rules of Use, the more restrictive rules shall apply. In order to use the app, you must have access to mobile data traffic or Wi-Fi wireless network and agree to pay any fees associated with this access.

16.2. To use the app, you need to have an active mobile service with TELENOR.

16.3. Open source software. Certain software code included in or distributed together with the application may be licensed by third parties under different licences for open source or public code software (such as GNU General Public License, GNU Lesser General Public License, Apache License, Berkeley Software Distribution License and MIT License) (collectively referred to as 'Open Source Software '). Notwithstanding the contrary, which may be contained in these Terms, the open-source software is not licensed under paragraph 16.1 above, but is instead separately licensed under the terms of the relevant open source software licenses. You agree to comply with the terms of such open source software licensing agreements.

17. Use of the application and services.

17.1. Restrictions. The rights granted to you by these Terms are subject to the following restrictions: (a) you do not have the right to license, sell, rent, transfer, distribute, host or use in any other way for commercial purposes the Application or the Services fully or partially, or any content shown in the Application or the Services; (b) you do not have the right to frame or use framing techniques to apply a trademark or logo to TELENOR, or to another part of the Application or the Services (including images, text, page formatting or a form); (c) you do not have the right to use meta tags or any other "hidden text" using TELENOR's name or trademarks; (d) you do not have the right to modify, translate, adapt, join, create derived products, dismantle, decompile, reverse compile or do reverse engineering of any part of the Application or the Services, except so far as the above restrictions are expressly prohibited under the applicable legislation; (e) you do not have the right to access the Application or the Services for the purpose of creating a similar or competitive website, product or service; (f) except as expressly stated herein, no part of the Application or the Services may be copied, reproduced, distributed, reissued, downloaded, displayed, published or transmitted in any form or in any way; and (g) you do not

have the right to remove or destroy a copyright notice or other commercial designation contained in the Application or the Services (or present in the content displayed in the Application or as part of the Services). Unless otherwise stated, these Terms shall apply to any future issuing, update or other supplementing of the functionalities of the Application or the Services. Evolway does not declare that the Application or the Services are suitable for use elsewhere than in the Republic of Bulgaria.

17.2. Modification. We reserve the right to modify, temporarily suspend or terminate the Application or Services (in whole or in part) at any time, with or without a notice sent to you.

17.3. No support; Updates. You agree and accept that we have no obligation to provide support in relation to the Application or Services. You agree that we are not obliged to make or provide any corrections, updates, upgrades, bug fixes and/or improvements to the Application or Services (each individually referred to as the "Update").

17.4. Property. Except for User Content that you may provide, you confirm and agree that (a) the Application and the Services in the Application are and remain the sole property of Evolway and Evolvey-related persons, the Parent Company, suppliers and licensors, and are subject to protection under European and foreign copyright laws, and (b) all intellectual property rights, including copyrights, patents, trademarks and trade secrets of the Application and the Services, and content provided through the Application and the Services, are property of Evolway, its suppliers and licensors. The name of TELENOR, the logo and product names associated with the Application or Services belong to TELENOR or the parent company, related parties, suppliers or licensors, and no right or license to use them is granted by default or otherwise. Neither these Terms nor your access to the Application or the Services shall transfer to you or any third party any rights, powers or interests of/on such intellectual property rights, except for the limited access rights expressly mentioned in paragraph 16 above. Evolway, TELENOR and their suppliers and licensors, as well as their suppliers, reserve all rights not granted under these Terms.

18. Acceptable Use Policy.

18.1. Acceptable Use Policy. Our "Acceptable Use Policy" includes the following conditions:

18.1.1 You agree to not take any actions with regard to the Application or Services that: (a) infringe a right of a third party, including copyright, trademark, patent, trade secret, moral right, right of confidentiality, right of public attention or other intellectual or other property right; (b) are unlawful, threatening, offending, defamatory, commercially misleading, untrue, deceptive, false, intentionally misleading, criminal or otherwise undesirable in their nature, or are harmful to minors; or (c) are in breach of legislation or of obligations or restrictions imposed by a third party.

18.1.2 In addition, you agree to not: (a) upload, transmit or distribute to or through the Application or Services computer viruses, worms or other malware intended to damage or alter a computer system or data;

(b) use the Application or Services to collect information or data about other users without their consent; (c) interfere, disrupt or create unnecessary load on servers or networks associated with the Application or Services, or violate the rules, policies or procedures applicable to such networks; (d) attempt to gain unauthorized access to the Application or Services ; or (e) use software or automated means or scripts to create multiple accounts in the Application or Services , generate automated searches, requests or queries (or data retrieval from) the Application or Services (provided, however, that we have conditionally granted public search engines operators revocable permission to use "spiders" to copy materials from the Application or Services for the sole purpose and only to the extent necessary to create publicly available search indices for search of the materials, but not to perform caching or create archives of such materials, complying with the parameters specified in our robots.txt file).

19. Enforcement. We reserve the right to investigate and/or take appropriate actions in case of violation of the Acceptable Use Policy or any other provision of these Terms.

20. Whether or not you have signed up and created an Account with us, the Services are only available to you for legitimate purposes. You are aware that when you use the Website or the Application, you may be exposed to user content (including, but not limited to, Content) provided by other users or third parties, and you agree that Evolway and TELENOR are not responsible for the accuracy, safety, appropriateness, terms or intellectual property rights in relation to such user content. It is strictly prohibited any your action or an action in connection with your Account that, in our sole discretion: (a) infringes the Agreement; (b) limits, obstructs, infringes, interferes, restricts or impedes access to or the use of the Services; or(c) by using the Services, offends, defames, harasses or threatens another user of the Services or a third party.

21. You also shall NOT:

- commercially convince other users of the Services, unless permitted under an advertising contract;
- use the Services for Distribution or Publication of Promotional Materials, Spam, Unsolicited Email, Chain Letters or Pyramid Schemes unless permitted under an advertising contract
- use metatags or other "hidden text" using our or third party products or trademark names;
- collect personal information about users, including email addresses, without their consent;
- use a robot, spider or other automated means of accessing the Services, unless permitted under an advertising contract;
- take actions that result or may result (at our discretion) in an unjustified or disproportionate burden on our technical infrastructure; or

- circumvent measures that we use to terminate or restrict access to the Services or certain functionalities or modules of the Services.

22. We reserve the right to immediately block or disable the ability to use the Apps and/or otherwise suspend or terminate your access to the Services if you are performing any of the above activities at our sole discretion or if such activities are in connection with your account or password.

23. Our intellectual property rights.

The proprietary software used for the Applications and Services, including improvements or modifications to the software and related documentation, as well as visual and text elements, the selection, arrangement and compilation of the included data (and/or data displayed when using) the software, are copyrighted and are the exclusive property of Evolway. In addition, the Services, including the software, Evolway Content, inventions, technologies, products, services and data provided by Evolway and TELENOR on the Website or through the Services, are protected under the copyright law of the Republic of Bulgaria and applicable international copyright, patent, trademark and/or other intellectual property law and contain valuable confidential information and trade secrets of Evolway and TELENOR, remaining the exclusive property of Evolway and TELENOR and their licensors. All suggestions, requests and feedback submitted to us regarding the Services, all inventions, improvements, modifications, product and service ideas, and concepts (collectively referred to as "feedback") become the exclusive property of TELENOR. You hereby transfer to TELENOR all relevant rights, title and interests throughout the world in respect of such Feedback and agree to perform assigned tasks and provide any documents that we may request in order to confirm, improve, record or exercise our rights with respect to the Feedback.

24. Links and third-party ads; release.

Links and third-party ads. The Application or Services may contain links to third party websites and services and/or display third-party ads (collectively referred to as "Third Party Links and Ads"). Evolway and TELENOR do not exercise any control over such third-party links and advertisements, and neither Evolway and TELENOR nor their suppliers or licensors are responsible for third-party links and advertisements. Clicking on any of the links and advertisements of third parties shall be subject to the conditions and policies of the third parties concerned, including privacy practices and the collection of such data by the third party concerned.

25. Restrictions.

25.1. Nothing contained in these Terms excludes or limits your liability in the event of death or personal injury resulting from your negligence, fraud or fraudulent representation, or any other liability that cannot be excluded or limited under the applicable legislation of the Republic of Bulgaria.

25.2. You agree that the use of the Application is at your personal risk and liability, and that the Application and Services are provided on a "as they are"

and "as they are available" basis, without any warranty or other commitment in terms of performance/productivity. To the extent permitted by the law, all terms, warranties, declarations and other conditions that may affect the Application or the Services or other content of the Application, whether express or implied, are excluded.

25.3. We are not liable to you or any other consumer for any loss or damage, whether or not incurred under a contract, due to a breach of law (including negligence), breach of a legal obligation or otherwise, even if foreseeable, occurring in connection with:

- a. the use or non-use of the Application or Services; or
- b. using or relying on content displayed in the Application or Services.

25.4. If you are a user, please note that we only provide the Application or Services for domestic and personal use. To the full extent permitted by applicable law, you agree that we are not liable to you or a third party for consequential or incidental damages (including, but not limited to, loss of revenue, loss of profit, loss of expected savings, costs, loss of confidentiality and loss of data) or other indirect damages arising out of or in connection with the Application or Services.

25.5. You agree not to use the Application or Services for commercial or business purposes, and if you do, we are not liable for loss of profit, business losses, business disruption or loss of business opportunities.

25.6. You agree that our suppliers and licensors are not responsible (directly or indirectly) for these Terms.

26. General

26.1. Period of validity and Termination Pursuant to this Section, the Terms shall remain in full force as long as you use the Application or the Services. You may terminate your account at any time for any reason by following the instructions in the Application or Services or by uninstalling the Application. By deleting your account or uninstalling the app, you will lose all existing incentives and other benefits from using the app. You are aware that any termination of your account may result in the removal of your user content associated with your account from our databases. Even after termination of your rights under these Terms, all provisions contained in the Terms, which by their nature should continue to apply, remain in force, including, but not limited to, ownership provisions, waiver of warranties and limitations of liability.

26.2. Governing law and jurisdiction. These Terms (along with all non-contractual obligations arising from the Terms) as well as the related actions shall be governed and interpreted under the applicable legislation of the Republic of Bulgaria, and both parties agree to comply with the non-exclusive jurisdiction of the Bulgarian courts.

26.3. Additional details. These Terms represent the comprehensive agreement between you and us regarding the use of the Application or Services. Failure to exercise or non-application by us of a right or provision under these Conditions shall not constitute a waiver of such right or provision. The headings of the sections of these Terms are for convenience only and have no legal or contractual effect. The word "inclusive" means "inclusive, but not limited to." Should

any provision of these Terms for any reason be declared invalid or unenforceable, the remaining provisions of these Terms shall not be affected and the invalid or unenforceable provision shall be deemed to have been amended in such a way to be valid and enforceable to the maximum extent permitted by law. Your relationship with Evolway is that of an independent contractor without either party to be a representative or a partner of/with the other. These Terms and your rights and obligations may not be transferred, subcontracted, delegated or transferred in any other way by you without TELENOR's prior written consent thereto, and any attempt to perform such a transfer, subcontracting, delegation or other kind of transfer in breach of the foregoing shall be considered null and void. TELENOR may freely apply these Terms. These Terms shall favour and are binding on the concerned successors in title. TELENOR is a third party beneficiary in respect of these Terms.

26.4. Cases of force majeure. Evolway, TELENOR, their suppliers or licensors shall not be liable for any delay or default occurring for reasons beyond the control of Evolway and TELENOR, including , but not limited to, acts of war, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes or shortages of vehicles, fuel, energy, labour or materials.

26.5. Trademarks. All trademarks, logos and service marks ("Brands") displayed in the Application or Services are or owned by TELENOR or by other third parties. It is not allowed to use such trade marks without the prior written consent of TELENOR or the consent of the third party who may own the trade marks.

26.6. End-users should become familiar with the following Rules and documents:

- These Terms of Service of TELENOR SmartAd are published at www.Telenor.bg/Telenor-smart-ad;
- The TELENOR SmartAd Privacy Policy - www.Telenor.bg/Telenor-smart-ad;
- The TELENOR Privacy Policy – www.Telenor.bg;
- The Rules for the use of services related to the internet access and its use through the TELENOR network:

27.7. Contact details: E-mail: customerservice@Telenor.bg

27.8. These Terms shall enter into force on 13.05.2020.