



**BIX.BG Ltd (BIX.BG)**  
**GENERAL TERMS AND CONDITIONS OF PROVIDING ONE-WAY TRANSFER**  
**THROUGH MULTICAST VLAN**  
**(hereinafter referred to as GTC for MULTICAST VLAN)**

**effective as of 01.04.2011**

**amended as of 01.01.2019**

**1. SCOPE AND GENERAL RULES**

- 1.1. These GTC for MULTICAST VLAN of "BIX.BG" Ltd (hereinafter BIX.BG), a legal entity duly incorporated and registered under the laws of Bulgaria, whose registered address is at: Stanislav Dospevski Str., 46, Sofia, Company Registration Number: BG 200783826, set the terms and conditions for providing MULTICAST VLAN between BIX.BG, MULTICAST SOURCE, MULTICAST CARRIER and MULTICAST RECEIVER as described below.
- 1.2. BIX.BG provides the technical ability to a MULTICAST CARRIER that is a MEMBER under the BIX.BG GENERAL TERMS AND CONDITIONS for one-way transfer through its network of audio and / or video content, hereinafter referred to as CONTENT, from a MULTICAST SOURCE to the relevant DEMARCATION POINT in BIX.BG network, or from the DEMARCATION POINT in BIX.BG network to another MULTICAST RECEIVER through IP Multicast technology hereinafter referred to as multicast transfer or MULTICAST. BIX.BG and the MULTICAST CARRIERS provide the possibility for transfer of the content without making any changes, additions or revisions to it. BIX.BG and the MULTICAST CARRIERS will not record, reproduce and distribute, within the meaning of the Copyright, any piece of the content except they have an explicit written consent of the MULTICAST SOURCE.
- 1.3. The technical parameters of the CONTENT, in order to be transferred/received, will be specified in the individual MULTICAST VLAN ORDER FORM placed to BIX.BG by the MULTICAST SOURCE. The MULTICAST SOURCE is obliged to inform in written BIX.BG and all MULTICAST RECEIVERS preliminary for any change of the technical parameters of the CONTENT at least 30 (thirty) days before the change is made. In case of significant variation of technical parameters of the CONTENT that jeopardize the performance of other MULTICAST RECEIVERS, BIX.BG may unilaterally and without warning stop the transfer of the CONTENT till the removal of technical deviations by the MULTICAST SOURCE. BIX.BG will provide public access to the technical parameters and other information related to the content, which the MULTICAST SOURCE is not identified as a trade secret, on its web site ([www.bix.bg](http://www.bix.bg)).
- 1.4. The connectivity between BIX.BG and the MULTICAST CARRIERS is done through the existing port/ports of the MULTICAST CARRIER in BIX.BG network, by separate VLANs – referred to as MULTICAST VLANs. For the purpose BIX.BG and the MULTICAST CARRIERS must have a valid contract for at least one Main Port – i.e the every MULTICAST CARRIER has to be a MEMBER under BIX.BG GENERAL TERMS AND CONDITIONS.
- 1.5. The MULTICAST VLAN is different for each MULTICAST SOURCE and/or MULTICAST RECEIVER. In case the entity is at the same time a MULTICAST SOURCE and a MULTICAST RECEIVER, two different MULTICAST VLANs will be required.
- 1.6. MULTICAST SOURCES and MULTICAST RECEIVERS that use the service of a MULTICAST CARRIER to BIX.BG network understand and accept that the MULTICAST TRANSFER will be possible only if the MULTICAST CARRIER has at least one active Main Port to BIX.BG. In case of termination of the contract of the MULTICAST CARRIER, technical problems in its network or suspension of its access to BIX.BG network, due to failure of the MULTICAST CARRIER to fulfill its obligations, this will affect the MULTICAST TRANSFER used by both the MULTICAST SOURCES and MULTICAST RECEIVERS.

- 1.7. BIX.BG provides only the technical possibility to perform one-way transfer of the CONTENT through the port/ports of the MULTICAST CARRIERS from the MULTICAST SOURCE to the MULTICAST RECEIVER and/or to the relevant DEMARCATION POINT at BIX.BG network and BIX.BG is not a party of their bilateral relationship. The MULTICAST SOURCES and the MULTICAST RECEIVERS have to agree on all the parameters of their relationships, including the right of the MULTICAST RECEIVER to distribute the CONTENT through its own network to third parties. BIX.BG is responsible for the technical realization of the MULTICAST TRANSFER of the CONTENT from/to the port/ports of the MULTICAST CARRIERS or from/to the relevant DEMARCATION POINT at BIX.BG network where the CONTENT is received/sent. BIX.BG does not exercise control and has no responsibility of the distribution of the CONTENT after it is transferred to the MULTICAST CARRIER or to the DEMARCATION POINT.
  - 1.8. These GTC for MULTICAST VLAN are obligatory for BIX.BG, MULTICAST SOURCES, MULTICAST CARRIERS and MULTICAST RECEIVERS and are a part of the individual contracts, annexes, orders and/or requests, signed between any of them and BIX.BG. The GTC for MULTICAST VLAN are obligatory after their acceptance. The acceptance of the present GTC for MULTICAST VLAN is confirmed by signing of an individual contract, annex, order or beginning of use of the additional services or capabilities, provided for therein.
2. CONTROL OVER THE TRANSFER OF THE CONTENT
- 2.1. MULTICAST TRANSFER of the CONTENT is under the control of the MULTICAST SOURCES and the MULTICAST RECEIVERS and will only be possible when all of the following conditions are fulfilled:
    - 2.1.1. The MULTICAST SOURCE announces BIX.BG, that it wishes to have the possibility to transfer the CONTENT to the MULTICAST RECEIVER; and
    - 2.1.2. The MULTICAST RECEIVER announces BIX.BG, that it wishes to have the possibility to receive the CONTENT provided by the MULTICAST SOURCE; and
    - 2.1.3. The MULTICAST SOURCE and/or the MULTICAST RECEIVER have placed an individual MULTICAST VLAN ORDER FORM or they have a valid individual contract with BIX.BG and have fulfilled their obligations towards the relevant MULTICAST CARRIER and/or BIX.BG; and
    - 2.1.4. The MULTICAST CARRIERS, under the previous point, have fulfilled their obligations towards BIX.BG.
  - 2.2. The CONTROL OVER THE TRANSFER OF THE CONTENT is performed only through BIX.BG's web page at <https://my.bix.bg/>, hereinafter my.BIX.BG. For this purpose BIX.BG will allow personal access to my.BIX.BG to authorized representatives of the MULTICAST SOURCES and MULTICAST RECEIVERS. To ensure personal access to my.BIX.BG, name, surname, personal e-mail address and telephone number has to be provided for each authorized representative.
  - 2.3. MULTICAST SOURCES and MULTICAST RECEIVERS are obliged to inform in written BIX.BG for any change of their authorized representatives. BIX.BG will promptly update the information on my.BIX.BG and accordingly provide/prevent access to my.BIX.BG.
  - 2.4. BIX.BG will fulfill requests for amendments received by the authorized representatives under PROCEDURE FOR MANAGEMENT OF THE CONTENT TRANSFER described below and is not responsible for their actions;
  - 2.5. PROCEDURE FOR MANAGEMENT OF THE CONTENT TRANSFER:
    - 2.5.1. PERMISSION FOR CONTENT TRANSFER is realized by following the next steps:
      - A) An authorized representative of the MULTICAST SOURCE submits an application for authorization (allow) of the content for a specified MULTICAST RECEIVER;
      - B) At any time after the event under item "A", an authorized representative of the MULTICAST RECEIVER submits a request (command) to join (join) for the content under item "A";
      - C) The terms under section 2.7. for technical implementation of the CONTENT TRANSFER start running for BIX.BG after receiving of the request under point "B".
    - 2.5.2. PROHIBITION OF CONTENT TRANSFER by a MULTICAST SOURCE is realized by following the next steps:
      - A) An authorized representative of the MULTICAST SOURCE submits an application to disable (deny) the content towards the specified MULTICAST RECEIVER;
      - B) BIX.BG terminates (stops) technically the CONTENT TRANSFER in the terms under section 2.7.

- 2.5.3. PROHIBITION OF CONTENT TRANSFER by the MULTICAST RECEIVER is realized by following the next steps:
- A) An authorized representative of the MULTICAST RECEIVER submits a request (command) for separation (disjoin) for the relevant content;
  - B) BIX.BG terminates (stops) technically the CONTENT TRANSFER in the terms under section 2.7.
- 2.6. By submitting to BIX.BG an application for authorization of the transfer by the MULTICAST SOURCE and consequently submitting join command by the MULTICAST RECEIVER, the MULTICAST SOURCE and the MULTICAST RECEIVER declare to BIX.BG that they have arranged their relationship concerning the rights to record, reproduce and/or distribute the CONTENT, with the owners of the copyright and that they are entitled to carry out activities related to the subject of the transfer. The MULTICAST SOURCE and the MULTICAST RECEIVER are liable to BIX.BG and shall assume all claims by third parties against BIX.BG, laid after the signed individual MULTICAST VLAN ORDER FORM of BIX.BG, in respect of licensing, copyright and/or related rights in the program and works, included in the CONTENT, as well as all possible claims by the organizations for collective management of rights in respect of copyright and/or related rights.
- 2.7. Effective authorization/prohibition of the transfer of the CONTENT between any MULTICAST SOURCE and MULTICAST RECEIVER will be fulfilled by BIX.BG in working days between 12:00 (12:00 p.m.) and 14:00 (2:00 p.m.) o'clock, requests for changes received after 12:00 o'clock will be processed on the next business day. After the effective implementation of the authorization/prohibition of the transfer of the CONTENT, BIX.BG will inform the affected, by the act of authorization/prohibition of the CONTENT TRANSFER, MULTICAST SOURCE and MULTICAST RECEIVER, for the changes by sending an e-mail to their authorized representatives.
- 2.8. In cases when the CONTENT is grouped to be transferred as MPTS (multiple program transport stream), BIX.BG will allow transfer to the MULTICAST RECEIVER only when it is entitled to receive the entire content of the relevant MPTS.
- 2.9. The CONTENT of the MULTICAST SOURCE, connected to BIX.BG through the MULTICAST CARRIER network, under and in compliance with the GTC for MULTICAST VLAN can be transferred without additional cost, except in cases of section 2.1. as well to a MEMBER-MULTICAST RECEIVER, that has a valid individual contract for at least one MAIN PORT with BIX.BG and is a MEMBER, under BIX.BG GENERAL TERMS AND CONDITIONS, and the CONTENT TRANSFER is being provided according to the PROCEDURE FOR MANAGEMENT OF THE CONTENT TRANSFER, described in section 2.5.
- 2.10. The CONTENT of the MEMBER-MULTICAST SOURCE, that has a valid individual contract for at least one MAIN PORT with BIX.BG and who is a MEMBER, under BIX.BG GENERAL TERMS AND CONDITIONS can be also transfer without additional cost to a MULTICAST RECEIVER connected to BIX.BG through a MULTICAST CARRIER, according to the PROCEDURE FOR MANAGEMENT OF THE CONTENT TRANSFER, described in section 2.5.
3. MULTICAST VLAN ORDER FORM OF BIX.BG
- 3.1. For each MULTICAST VLAN the MULTICAST SOURCE or MULTICAST RECEIVER place an individual MULTICAST VLAN ORDER FORM. The standard order form (sample) is available on BIX.BG web page ([www.bix.bg](http://www.bix.bg)).
  - 3.2. The MULTICAST VLAN ORDER FORMS are signed in three original copies – one copy for the MULTICAST SOURCE, respectively the MULTICAST RECEIVER, MULTICAST CARRIER and BIX.BG.
4. OBLIGATIONS AND TECHNICAL REQUIREMENTS
- 4.1. BIX.BG OBLIGATIONS.
    - 4.1.1. To provide technical resources to fulfill each new, correctly filled in and signed MULTICAST VLAN ORDER FORM in 1 (one) working day after it is signed by all three parties.
    - 4.1.2. To provide efficient and reliable MULTICAST VLAN services to the MULTICAST CARRIERS, MULTICAST SOURCES and MULTICAST RECEIVERS.
    - 4.1.3. To maintain working system for CONTROL OVER THE TRANSFER OF THE CONTENT on the web address <https://my.bix.bg/>, as well as to allow personal access for the MULTICAST CARRIERS, MULTICAST SOURCES and MULTICAST RECEIVERS.
    - 4.1.4. To assist MULTICAST CARRIERS to resolve technical problems with the MULTICAST VLAN if such occur.

- 4.1.5. To ensure qualified technical service support 24 (twenty-four) hours a day, 365 days a year, BIX.BG ENGINEER ON DUTY, who is responsible to answer calls from technical support representatives of the MULTICAST CARRIERS. If necessary, the BIX.BG ENGINEER ON DUTY communicates directly with MULTICAST SOURCES or MULTICAST RECEIVERS technical specialists.
- 4.2. MULTICAST CARRIERS OBLIGATIONS.
    - 4.2.1. To provide efficient and reliable MULTICAST VLAN services to the MULTICAST SOURCES and/or to the MULTICAST RECEIVERS.
    - 4.2.2. To ensure priority in their network of the traffic from/to MULTICAST SOURCES/MULTICAST RECEIVERS, using appropriate technological methods depending on the type of network equipment they operate.
    - 4.2.3. To ensure qualified twenty-four hours technical support (24/7/365), to operate and maintain the service for the MULTICAST SOURCES and/or MULTICAST RECEIVERS, with which it has relations on transfer of CONTENT. If necessary to notify BIX.BG ENGINEER ON DUTY for the detected technical problem.
    - 4.2.4. To comply with the technical guidelines and operational requirements of BIX.BG for the proper use of the MULTICAST VLAN and a related equipment.
    - 4.2.5. Promptly notify by telephone BIX.BG ENGINEER ON DUTY for the detected technical problems or lower quality of the MULTICAST VLAN.
    - 4.2.6. To assist BIX.BG ENGINEER ON DUTY while performing their duties in maintaining MULTICAST VLAN, troubleshooting etc.
    - 4.2.7. To pay due amounts to BIX.BG within the agreed terms and conditions.
  - 4.3. MULTICAST SOURCES OBLIGATIONS.
    - 4.3.1. To comply with all laws in force, and any prohibitions and restrictions laid down by the competent authorities related to the use, distribution, or re-transfer of the CONTENT including to obtain necessary permissions, when required.
    - 4.3.2. To allow access to the CONTENT only for the MULTICAST RECEIVERS, which they have a contract with.
    - 4.3.3. To have contracted with the MULTICAST CARRIER enough capacity and guaranteed transfer quality for the CONTENT, when applicable, so not to get overloads, loss or other technical difficulties preventing the normal transfer of the CONTENT from the MULTICAST SOURCE through the MULTICAST CARRIER to its port at BIX.BG network.
    - 4.3.4. To ensure and maintain by themselves and on their own expense the necessary equipment for proper transfer of the CONTENT.
    - 4.3.5. To comply with the technical guidelines and operational requirements of BIX.BG for the proper use of the MULTICAST VLAN.
    - 4.3.6. Promptly to notify the technical support of the MULTICAST CARRIER for the detected technical problems or lower quality of the MULTICAST VLAN.
    - 4.3.7. To assist BIX.BG ENGINEER ON DUTY while performing their duties in maintaining MULTICAST VLAN, troubleshooting etc.
  - 4.4. MULTICAST RECEIVERS OBLIGATIONS.
    - 4.4.1. To comply with all laws in force, and any prohibitions and restrictions laid down by the competent authorities relating to the use, distribution, or re-transfer of the CONTENT including to obtain necessary permissions, when required.
    - 4.4.2. To use the CONTENT explicitly according to the contract with the MULTICAST SOURCE.
    - 4.4.3. To have contracted with the MULTICAST CARRIER enough capacity and guaranteed transfer quality for the CONTENT, when applicable, so not to get overloads, loss or other technical difficulties preventing the normal transfer of the CONTENT from the MULTICAST CARRIER port in BIX.BG through the MULTICAST CARRIER to the MULTICAST RECEIVER.
    - 4.4.4. To ensure and maintain by themselves and on their own expense the necessary equipment to ensure proper receiving of the CONTENT.

- 4.4.5. To comply with the technical guidelines and operational requirements of BIX.BG for the proper use of the MULTICAST VLAN.
- 4.4.6. Promptly notify the technical support of the MULTICAST CARRIER for the detected technical problems or lower quality of the transfer.
- 4.4.7. To assist BIX.BG ENGINEER ON DUTY while performing their duties in maintaining MULTICAST VLAN, troubleshooting etc.

## 5. RIGHTS

### 5.1. BIX.BG RIGHTS

- 5.1.1. To give technical guidelines and operational requirements verbally, by email or by publishing on its website or in these GTC for MULTICAST VLAN.
- 5.1.2. To provide public access to the technical parameters and other information related to the CONTENT that the MULTICAST SOURCE has not identified as a trade secret, on its web site ([www.bix.bg](http://www.bix.bg)).
- 5.1.3. To provide public access on its web site ([www.bix.bg](http://www.bix.bg)) to a list with basic information of all the MULTICAST CARRIERS, MULTICAST SOURCES and MULTICAST RECEIVERS.
- 5.1.4. To receive from the MULTICAST CARRIERS the payment due.

### 5.2. MULTICAST CARRIERS RIGHTS.

- 5.2.1. To get assistance from BIX.BG ENGINEER ON DUTY to solve technical problems.
- 5.2.2. To distribute free and unrestricted information that they can provide MULTICAST VLAN to their customers (current and potential).
- 5.2.3. To get assistance and technical consultancy by BIX.BG in connection with the supply and use of the MULTICAST VLAN.

### 5.3. MULTICAST SOURCES RIGHTS.

- 5.3.1. To use MULTICAST VLAN to transfer their CONTENT to MULTICAST RECEIVERS, through the MULTICAST CARRIERS, according to the contractual procedures and conditions.

### 5.4. MULTICAST RECEIVERS RIGHTS.

- 5.4.1. To receive the CONTENT of the MULTICAST RECEIVERS, through the MULTICAST CARRIERS, according to the contractual procedures and conditions.

## 6. PRICES AND PAYMENT

- 6.1. MULTICAST SOURCES and MULTICAST RECEIVERS negotiate and pay directly to the MULTICAST CARRIER for the transfer through the MULTICAST VLAN.
- 6.2. MULTICAST SOURCES and MULTICAST RECEIVERS negotiate the conditions and payment for the the MULTICAST RECEIVERS to receive of the CONTENT from the MULTICAST SOURCES.
- 6.3. MULTICAST CARRIERS shall pay BIX.BG for each MULTICAST VLAN ordered, according to BIX.BG pricing policy. The due amount payable by MULTICAST CARRIERS is as follows:
  - 6.3.1. Installation fee - a start up fee for a MULTICAST VLAN.
  - 6.3.2. Monthly fee for the use of the MULTICAST VLAN.
- 6.4. Terms and conditions for payment by the MULTICAST CARRIER to BIX.BG.
  - 6.4.1. Monthly fee for the first month, in which a new MULTICAST VLAN is configured, is not due.
  - 6.4.2. Monthly fee for each month after the first month shall be paid till the 10th day of the current month.
  - 6.4.3. All due payments are paid to the BIX.BG bank account.
  - 6.4.4. The payment is considered as paid after verification of BIX.BG bank account.
  - 6.4.5. If the MULTICAST CARRIER fails to pay service fee before due date there will be late payment fee. Late charge will equal to Euribor rate fixed by European Central Bank. This interest rate will apply to overdue amount for each overdue day. Late payment fee can be no more than 10% of the owed amount.

6.4.6. All financial obligations, fixed in foreign currency are paid in EURO.

6.4.7. VAT is not included in the fees.

## 7. TERM AND TERMINATION OF THE MULTICAST VLAN ORDER FORM

7.1. Each MULTICAST VLAN ORDER FORM may be terminated unilaterally by any party (MULTICAST SOURCE/MULTICAST RECEIVER, MULTICAST CARRIER and BIX.BG) by giving at least thirty (30) days written notice to the other parties of the MULTICAST VLAN ORDER FORM.

7.2. The termination of the MULTICAST VLAN ORDER FORM shall take effect at the end of the last day of the month following the month of receipt of the notice referred to in the above item. The parties (MULTICAST SOURCE/MULTICAST RECEIVER, MULTICAST CARRIER and BIX.BG) are obliged to maintain the MULTICAST VLAN with the required quality until its effective termination.

## 8. AMENDMENT OF THE GTC for MULTICAST VLAN

8.1. BIX.BG has the right to amend the GTC for MULTICAST VLAN, with prior 30 (thirty) days notification to MULTICAST SOURCES, MULTICAST RECEIVERS and MULTICAST CARRIERS by publishing the amendments on its internet site [www.bix.bg](http://www.bix.bg).

8.2. In the event of amendment of the GTC for MULTICAST VLAN, MULTICAST SOURCES, MULTICAST RECEIVERS and MULTICAST CARRIERS have the right to terminate the MULTICAST VLAN ORDER FORM within 10 (ten) days of entry into force of the mentioned amendments, except in case the amendments to the GTC for MULTICAST VLAN result from applicable legislation or by adding new advanced features, without affecting significantly the agreed so far.

## 9. PERSONAL DATA PROTECTION (new - in force as of 01.01.2019)

9.1. The parties agree that the processing of personal data identifying individuals (including name, surname, email, contact telephones, business address, position of representatives of BIX.BG and the MEMBERS) exchanged between them for and / or on the occasion of the performance of the CONTRACT shall be carried out in accordance with the requirements of Regulation EU 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the applicable Bulgarian legislation.

9.2. The processing of the data shall be carried out with strict observance of the requirements of the applicable legislation only for the purposes of concluding and performing of the CONTRACT, as well as for the protection of the legitimate interests of the parties in case of default.

9.3. Personal data identifying the representatives of the MEMBERS are stored on my.BIX.BG in the profile of the respective MEMBER and only personally authorized representatives of BIX.BG and the respective MEMBER have access to them. The MEMBER itself determines the level of access and the rights of each of his/her representatives, including the right to add, edit, delete and modify access rights to other representatives of this MEMBER.

9.4. Each of the MEMBERS bears the responsibility to designate as representatives only persons with whom he/she has arranged his/her relationships according to the requirements of the applicable personal data protection legislation including the General Data Protection Regulation and the Personal Data Protection Act.

9.5. Each party declares that all its employees and / or third parties whose contact data are provided to the other party in order to the contact, whether entered in the CONTRACT and the Annexes thereto and / or otherwise provided (including when provided to BIX.BG or entered into my.BIX.BG by the MEMBER or by a representative of the MEMBER) have been received by these persons and provided to the other party in a manner in compliance with the requirements of the applicable personal data protection legislation, including General Data Protection Regulation and the Personal Data Protection Act as well as that the other party is entitled to use them for the purposes of implementation of the CONTRACT and in accordance with these General Terms and Conditions.

9.6. Each party agrees that the other party has the right to store, use and process these data in connection with the performance of the CONTRACT for the term of the CONTRACT and for a period according to the deadlines determined by each party for storing the data according to the applicable legislation but not more than 11 years. The data are used, processed and stored in connection with the fulfillment of the obligations of each

party for the storage of the accounting documents executed in connection with the CONTRACT, settlement of claims, collection of receivables from the other party, and other activities arising from the legislation, the CONTRACT and / or protect the legitimate interest of each party, including for sending to the other party of up-to-date information on the provided services. Upon expiry of the specified deadlines, the parties delete or anonymize the personal data unless there is another reason for their processing.

- 9.7. For provision of the SERVICE, BIX.BG may, at its discretion, use processors it has entered into a contract with, in which case the personal data subject to these General Terms and Conditions shall be processed in ways and for purpose defined by BIX.BG. Processors are for example persons to whom BIX.BG has entrusted the processing of personal data for organizational reasons and / or for compliance with a legal obligation including for the processing and transmission of correspondence and communications in connection with the provision of the SERVICE, software and hardware maintenance, access control, document storage, etc.), to auditors, to accountants and / or accounting firms, to attorneys-at-law and / or law firms as well as to bodies, institutions and / or persons, in the cases provided for in a normative act and to which this party seeks to protect its rights and legitimate interests.
- 9.8. In cases where the activation of the SERVICE or its maintenance implies communication with more than one person, including persons who are representatives of different MEMBERS, for the performance of the CONTRACT BIX.BG processes personal data of the respective representatives, including by providing them to any interested MEMBER.
- 9.9. BIX.BG uses the personal contact data of the representatives of the MEMBER when it is necessary in order to provide the SERVICES, to send messages by e-mail and / or SMS, including upon:
  - 9.9.1. technical prophylaxis;
  - 9.9.2. occurrence of technical defects in connection with the use of the SERVICE;
  - 9.9.3. messages by the NMS system (Network Monitoring System) when registering or resolving technical issues, including notification of MULTICAST - SOURCE in the event of technical problems with its CONTENT. In this case the e-mails indicate to which other representatives of the respective MEMBER the letter has been sent, as well as to which phone numbers the notification via SMS has been sent;
  - 9.9.4. adding a new MULTICAST - RECEIVER (to the MULTICAST - SOURCES in order to inform them about the possibility of authorizing the transmission of their CONTENT through my.BIX.BG);
  - 9.9.5. adding a new MULTICAST - SOURCE and/or a new CONTENT to MULTICAST - SOURCE (to the MULTICAST – RECEIVERS in order to inform them about the presence of the CONTENT in my.BIX.BG). When an authorized representative of the MULTICAST-SOURCE has given instructions to BIX.BG, including via e-mail or in other way, BIX.BG may indicate in the notifications to the respective MULTI-RECEIVERS the contact data of the MULTICAST – SOURCE;
  - 9.9.6. Allow / deny activities by MULTICAST - SOURCE of the transmission of specific CONTENT to MULTICAST - RECEIVER. In this case, BIX.BG does not share personal data between the MEMBERS;
  - 9.9.7. Join / disjoin activities by MULTICAST - RECEIVER of a specific multicast group for obtaining certain CONTENT. In this case, BIX.BG does not share personal data between the MEMBERS.
- 9.10. The MEMBER agrees that BIX.BG will, at its discretion, publish and disclose publicly any information regarding any occurred and resolved technical problems, including and about the technical condition of certain CONTENT, such as packets loss and other relevant information about the problem, as well as information about whether the MULTICAST - SOURCE has been informed of the occurred technical problems and when.

In the above cases, BIX.BG does not publish personal data about the representatives of the MEMBERS.

## 10. FINAL STATES

- 10.1. Any dispute arising between BIX.BG, MULTICAST SOURCES, MULTICAST RECEIVERS and MULTICAST CARRIERS in connection with the MULTICAST VLAN will be solved by mutual negotiations. If the parties do not reach any consent, the disputes shall be finally and exclusively solved by the civil court under Bulgarian Laws.
- 10.2. The rules of the Bulgarian legislation apply to cases not covered by these GTC for MULTICAST VLAN.
- 10.3. All messages or notifications related to the individual contract, annexes, agreements, orders, requests or these terms and conditions, shall be in writing, signed by the initiator party or an authorized persons by the

same party and sent to the mailing address of each of the parties. Exception to this general rule applies only to cases where the GTC for MULTICAST VLAN, the individual contract, annexes, agreements or orders specify another way of notification.

10.4. The notifications are considered delivered at the time of their receipt on the mailing address by the party to which they are related. When the notification specifies any term it begins from the date of delivery.

10.5. In cases of contradiction between the provisions of the GTC for MULTICAST VLAN and other written agreements between BIX.BG and MULTICAST SOURCES, MULTICAST RECEIVERS and MULTICAST CARRIERS the documents shall prevail in the listed order: MULTICAST VLAN ORDER FORM, additional annexes/order forms, individual contract and the GTC for MULTICAST VLAN.

**MEMBER**

**BIX.BG**

Represented by:

Represented by: Dimo Nikolov