

**“ADOPT A HIVE” PROGRAM  
GENERAL TERMS FOR THE “SUPPORT A HIVE” PACKAGE**

Last updated: 14.January.2022

The “Support a hive” service, part of the “Adopt a hive” program is offered by “Bee Smart Technologies” AD, UIC 205742609, established in Sofia, Bulgaria with official address 1233, str. Ivan Chernaev 2, Sofia Bulgaria / email: adopt@pollenity.com, referred to so forth as “The Entity”.

**I. PURPOSE OF THIS CONTRACT**

Art. 1. (1) By signing this Contract, the Customer assigns and the Company agrees to provide to the Customer, for the price, within the terms and conditions of this Contract, the following service - Adopt-A-Hive Program, Adopt-A-Hive Package (hereinafter referred to as "Service(s)").

(2) The Service referred to in par. (1) of this Article shall be provided to the Customer in respect of 1 (one) number of hives owned by a beekeeper selected by the Customer through the ordering interface module of the Company's website: <https://istinskimed.bg>.

Art. 2. The service under par. 1 of this Article includes the following:

- 2.1. A subscription to receive 3 jars of honey from the selected beekeeper per month with a custom label, delivered on a monthly or quarterly basis;
- 2.2. Choice of queen bee name for the adopted hive;
- 2.3. One visit to the adopted hive;
- 2.4. An interactive profile with information about the beekeeper;
- 2.5. Digital certificate for the supported hive;
- 2.6 One branded sticker and one branded reusable bag;
- 2.7. Digital souvenir pack;
- 2.8. A recipe e-book.

**I. TIMELINE AND DURATION OF THE CONTRACT**

Art. 3. (1) This Contract shall come into force on the date on which the Company receives the full amount of the annual fee in a single payment of the same, or the full amount of the first monthly or quarterly instalment of the annual fee, as the case may be, where payment of the latter is deferred, in accordance with Article 5.

(2) This Contract is concluded for a period of one (1) year from the date of its entry into force. The term of this Contract may be extended by mutual agreement of the Parties by a bilaterally signed supplemental agreement forming an integral part of this Contract.

**III. PRICE AND TERMS OF PAYMENT**

Art. 4. The Company shall provide the Service to the Customer upon payment of an annual fee of EUR 431.88 (four hundred and thirty-one euros and eighty-eight cents) inclusive of VAT.

Art. 5. The annual fee referred to in Article 4 shall be paid by the Customer in equal monthly instalments of EUR 35.99 (thirty-five euros and ninety-nine cents) inclusive of VAT each, in equal quarterly instalments of EUR 107.97 (one hundred and seven euros and ninety-seven cents) inclusive of VAT each, or in one lump sum for the whole year. The first monthly instalment shall be paid on the day of conclusion of this contract and the following monthly instalments shall be paid on the day of commencement of the new period.

Art. 6. The Customer shall pay the monthly instalments under this Contract in cash on delivery or by debit/credit card through the ordering interface module on the Company's website.

Art. 7. (1) Where the Customer provides the Company with a card payment method, the Customer shall:

Confirms that he/she is authorized to use the relevant payment method and that the information provided relating to the payment method is true and accurate;

authorises the Company to charge him/her for the goods and services purchased using the specified payment method;

agrees to update his/her account with the necessary information, including the expiration date of the credit or debit card provided, necessary for the successful completion of the transactions, as well as a current email address and contact telephone number at which the Company may contact the User regarding matters related to their fulfillment.

Art. 7. (2) In the case of card billing on a recurring basis, the Company may charge the Customer for more than one of the preceding billing periods at the same time for amounts that have not previously been processed.

Art. 7 (3) In the case of card billing on a subscription basis (monthly, quarterly or yearly, depending on the billing period selected by the Customer), the Customer acknowledges and agrees that he authorizes the Company to bill him on a recurring basis. The Company shall use the Customer's selected method of payment at periodic intervals, relative to the Company's selected billing period. By authorizing recurring automatic payments, the Customer authorizes the Company to process electronic payments, including card payments, charges to an account designated by the Customer, and electronic debits.

Art. 7 (4) Subscription fees shall be charged or billed on the date the subscription is concluded and, depending on the subscription period concerned, on the day the new period begins.

Art. 8. In the event that the Customer fails to make any payment due in monthly installments within the time agreed upon in this Section, the Company shall have no obligation to provide the Service or perform any other obligation hereunder until full payment of the amount due has been received.

#### **IV. RIGHTS AND OBLIGATIONS OF THE PARTIES**

Art. 9. Against payment of the annual fee referred to in Article 4, the Customer shall be entitled to:

Against payment of the annual fee referred to in Article 4, the Customer shall be entitled to:

To receive 36 jars (450 g each) of honey from the beekeeper described in Article 1 for the entire term of this contract with personalized labels;

To visit the hive described in Article 1 on one occasion at a day and time mutually agreed between the Customer, the Company and the beekeepers who own the hive;

To access an interactive profile with information about the beekeeper;

To receive the products described in Art. 2.

Art. 10. The Company shall not be liable in any way to the Customer and shall not owe the Customer any compensation or other sums in the event of inability to provide the Service to the Customer during a certain period of time due to force majeure, fortuitous events, technical or other objective reasons, including due to orders of competent state authorities.

Art. 11. The Customer undertakes not to transfer its rights and obligations under this Contract to third parties without the prior written consent of the Company.

Art. 12. The Company shall be entitled to:

To receive from the Customer payment of the annual fee in the amount, terms and subject to the conditions of this Agreement;

Require the Customer's full cooperation in the form of providing documents and information in order to perform its obligations under this Contract;

Require the Customer to comply with all directions, instructions and health and safety rules when visiting the hive described in Article 1.

Art. 13. The Company undertakes to send on a monthly or quarterly basis to the Customer at the address indicated by the latter the specified quantity of honey which the Customer is entitled to receive. The cost of delivery shall be borne by the Company.

Art. 14. The Company undertakes to mediate between the Customer and the owner of the hive described in Article 1 in the communication between them.

## VI. TERMINATION OF THE CONTRACT

Art. 15. This Contract is terminated:

1. by mutual consent of the Parties expressed in writing;
- on expiry of the term of the Contract, in accordance with Article 3(2);
2. by one month's notice given by either Party to the other Party;
  3. by unilateral written notice from the Company to the Customer in the event of the latter's culpable failure to perform any of its contractual obligations. Termination shall be effective from the time the Company has notified the Customer in writing that the relationship between them is terminated. No liability whatsoever shall arise for the Company to pay any damages or other sums to the Customer from the unilateral termination of the contract under this clause.

Art. 16. (1) In the event of early termination of this Agreement pursuant to Article 15, Clause 1 and Clause 2, the Customer shall be entitled to terminate this Agreement. 3, the Company shall not be liable to refund to the Customer any part of the annual fee paid up to the time of termination (the full amount thereof or the monthly instalments paid in part), and the Customer shall be entitled to receive from the Company within 10 working days of termination such quantity of honey as is proportionate to the part of the annual fee paid, less the quantity of honey already received from the Company up to the time of termination.

(2) The Customer shall have the right to cancel the subscription before the expiry of the one year subscription period by giving one month's notice in writing to the Company. The Customer may cancel the subscription in one of the following ways:

1. through his account on the Company's website
2. in writing by e-mail sent to the contact address provided by the Company: info@pollenity.com
3. in writing via a letter sent to the Company's correspondence address. Sofia, ul. Edison 47, for Pollenity

Art. 17. In the event of early termination of this Agreement pursuant to Article 15, Clause 4, the Company shall not be liable to return to the Customer the part of the annual fee paid up to the moment of termination (its full amount or partially paid monthly instalments), but the same shall be retained by the Customer as a penalty. In this case, the Customer shall not be entitled to receive from the Company any other quantity of honey than that already received from the Company up to the time of termination.

## **VII. OTHER TERMS**

Art. 18. Any amendment and supplement to this Contract shall be made in writing, for which the Parties shall sign an additional agreement/annex forming an integral part of this Contract.

Art. 19. In the event that any of the provisions of this contract are declared invalid, this shall not invalidate the entire contract.

Art. 20. Any dispute concerning the existence and validity of this contract or relating to its breach, including disputes concerning its validity, interpretation, termination, performance or non-performance, shall be settled between the Parties by negotiation, respecting their mutual interests. In the event of an inability to reach an agreement, the dispute shall be referred to the Court of Arbitration of the Union of Arbitrators in Bulgaria with its seat in Sofia and subject to its Rules.

Art. 21. (1) Any correspondence, such as communication, notices, notifications, etc., relating to this Contract may be sent by registered mail, courier or e-mail to the relevant party to the Contract.

(2) The Parties agree that the addresses for correspondence specified in this Contract may be changed without the need for the Parties to sign an addendum to this Contract. In any such case, the changing Party shall notify the other Party of the change immediately.

(3) If either Party changes the addresses specified in this Contract without notifying the other Party, all notices and communications hereunder shall be deemed to have been duly given in accordance with the provisions of this Contract.

Art. 22. The provisions of the Bulgarian legislation in force shall apply to matters not covered by this contract.