

Terms of Use

Massa Compute — Website Terms and Conditions

Effective date: 18 August 2026 | Last updated: 18 August 2026 | Version 1.0

These Terms of Use (“**Terms**”) govern access to and use of the website at **[massacompute.com]** (the “**Website**”), operated by **[Massa Compute OOD / EOOD — full legal name]**, a company incorporated under the laws of the Republic of Bulgaria, registered address **[registered address]**, EIK/■■■■■■■■■■ **[EIK number]** (“**Massa Compute**”, “**we**”, “**us**”). By accessing or using the Website, you (“**you**”, “**User**”) agree to be bound by these Terms. If you do not agree, do not use the Website.

These Terms should be read together with our **Privacy Policy** and **Cookie Notice**, available at **[massacompute.com/privacy]** and **[massacompute.com/cookies]**, which are incorporated by reference.

1. Purpose of the Website; No Offer of Securities

The Website is provided for general informational purposes about Massa Compute's solar-anchored, modular AI colocation infrastructure business, its team, technology approach, and development progress. Nothing on the Website constitutes:

- an offer, solicitation, invitation, or recommendation to subscribe for, purchase, or sell any security, share, note, or other financial instrument in Massa Compute or any affiliated entity, in any jurisdiction;
- investment, legal, tax, financial, or accounting advice; or
- a binding commitment of any kind by Massa Compute to any prospective investor, partner, customer, or supplier.

Any capital-raising activity by Massa Compute is, and will be, conducted separately and privately with identified, qualified counterparties (including, where applicable, under exemptions to public offer/prospectus requirements under Regulation (EU) 2017/1129 and Bulgarian implementing law), through definitive transaction documents (e.g. Founders' Agreements, term sheets, subscription agreements) — not through this Website. Access to the Website does not create an investor, client, agency, partnership, joint-venture, or fiduciary relationship of any kind.

2. Forward-Looking Statements

The Website may contain forward-looking statements — including regarding capacity, deployment timelines, financial projections, energy pricing, technology roadmaps, and partnership plans — identified by words such as “expect”, “target”, “plan”, “anticipate”, “estimate”, or similar expressions. These statements reflect current assumptions and are subject to risks, uncertainties, and change without notice. They are not guarantees of future performance, and Massa Compute undertakes no obligation to update them except as required by law.

3. Eligibility and Acceptable Use

You may use the Website only for lawful purposes and in a manner consistent with these Terms. You agree not to:

- misrepresent your identity or affiliation, or impersonate any person or entity;
- attempt to gain unauthorised access to any part of the Website, related systems, or any restricted area (e.g. an investor data room) not expressly made available to you;
- introduce malware, conduct scraping, crawling, or automated data extraction beyond ordinary search-engine indexing, or otherwise interfere with the Website's normal operation;

- use any content from the Website to construct a competing product, service, or infrastructure offering;
- submit unlawful, defamatory, infringing, or misleading content through any contact or inquiry form.

We may suspend or restrict access for any User reasonably suspected of violating this Section, without notice.

4. Intellectual Property

All content on the Website — including text, graphics, logos, the “Massa Compute” name and marks, diagrams, technical descriptions, financial models, methodologies (including any proprietary frameworks referenced on the site), and their selection and arrangement — is owned by or licensed to Massa Compute and is protected by Bulgarian and international copyright, trademark, and other intellectual property laws.

Subject to these Terms, you may view and download Website content solely for your own personal, non-commercial reference. You may not reproduce, distribute, publicly display, modify, create derivative works from, or commercially exploit any Website content without our prior written consent. No licence is granted to any Massa Compute trademark, trade name, or logo.

5. Confidential and Restricted-Access Materials

Certain materials (e.g. financial models, technical specifications, draft agreements) may be made available only to identified individuals under separate non-disclosure or confidentiality undertakings, typically via a restricted data room linked from or adjacent to the Website. Access to such materials is governed by the applicable NDA or confidentiality agreement, not by these Terms, and unauthorised access, download, forwarding, or disclosure of such materials is strictly prohibited and may give rise to legal liability independent of these Terms.

6. Third-Party Links and Content

The Website may link to third-party websites (e.g. LinkedIn, partner or supplier sites, news coverage). Such links are provided for convenience only. Massa Compute does not control, endorse, or assume responsibility for third-party content, products, services, or privacy practices, and inclusion of a link does not imply any affiliation or endorsement.

7. Disclaimers

The Website and its content are provided on an “as is” and “as available” basis, without warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, or availability. Massa Compute does not warrant that the Website will be uninterrupted, secure, or error-free, or that any projections, figures, or timelines referenced on the Website will be achieved. Nothing in this Section limits any warranty or liability that cannot be excluded or limited under applicable Bulgarian or EU law.

8. Limitation of Liability

To the maximum extent permitted by applicable law, Massa Compute, its founders, officers, employees, and agents shall not be liable for any indirect, incidental, consequential, special, or punitive damages, or any loss of profits, revenue, data, goodwill, or business opportunity, arising out of or in connection with your access to or use of (or inability to access or use) the Website, even if advised of the possibility of such damages. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be excluded or limited under Bulgarian or EU law.

9. Indemnity

You agree to indemnify and hold harmless Massa Compute and its founders, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of your breach of these Terms or your misuse of the Website, save to the extent caused by Massa Compute's own breach, negligence, or wilful misconduct.

10. Data Protection

Personal data submitted through the Website (e.g. via contact or investor-inquiry forms) is processed in accordance with our Privacy Policy at [\[massacompute.com/privacy\]](#), which sets out the legal bases, retention periods, and your rights under the GDPR.

11. Changes to the Website or These Terms

We may modify, suspend, or discontinue any part of the Website at any time without liability. We may revise these Terms from time to time; the “Last updated” date above will reflect the most recent revision. Continued use of the Website after changes take effect constitutes acceptance of the revised Terms. Where changes are material, we will provide reasonably prominent notice on the Website.

12. Severability and Entire Agreement

If any provision of these Terms is held invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect. These Terms, together with the Privacy Policy and Cookie Notice, constitute the entire agreement between you and Massa Compute regarding use of the Website, superseding any prior understandings on that subject. Nothing in this Section affects the separate, binding terms of any NDA, Founders' Agreement, or other transaction document you may separately execute with Massa Compute.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of Bulgaria, without regard to conflict-of-laws principles. Subject to any mandatory consumer-protection rules of your place of residence that cannot be contractually excluded, the courts of Sofia, Bulgaria shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms or use of the Website.

14. Contact

Questions about these Terms may be directed to: [legal@\[massacompute.com\]](mailto:legal@[massacompute.com]), or by post to **[registered address], Bulgaria**.

Contact: Massa Compute — [registered address], Bulgaria — [legal@\[massacompute.com\]](mailto:legal@[massacompute.com])

Before publishing: (1) insert final legal entity name, EIK, registered address, and live domain in every bracketed field; (2) have Bulgarian/EU counsel confirm the no-offer/no-solicitation language in Section 1 against the actual content planned for the public site — if the site will display specific financial projections, IRR/MOIC figures, or a “data room” login, that content needs case-by-case review against prospectus-exemption boundaries, not just this disclaimer; (3) confirm which jurisdiction's consumer-protection carve-outs (Section 13) apply if the site will be used to solicit interest from retail individuals outside Bulgaria; (4) align Section 4's IP language with actual ownership — e.g. confirm whether frameworks referenced were developed solely within Massa Compute or licensed in from a co-founder's other venture; and (5) publish this alongside the Privacy Policy and Cookie Notice, cross-linked from the site footer.