



## GENERAL TERMS AND CONDITIONS

### for the Resolution of Consumer Complaints by the Alternative Dispute Resolution Centre

### of the National Association for Out-of-Court Settlements (NAIS)

#### SECTION I

#### GENERAL PROVISIONS

**Article 1.** The provisions of these General Terms and Conditions and the related Procedural Rules govern the procedure for:

1. Submission of complaints against traders;
2. Selection by traders of the method for conducting negotiations regarding consumer complaints: through direct negotiations and/or an alternative dispute resolution (ADR) procedure, also referred to as mediation;
3. Initiation, conduct, and termination of direct negotiations;
4. Initiation, conduct, and conclusion of mediation proceedings before the Alternative Dispute Resolution Centre at the National Association for Out-of-Court Settlements (NAIS), hereinafter referred to as “the Centre”, in relation to complaints submitted by consumers against traders and other providers of goods or services who are either associate members of NAIS, have designated the Centre as their ADR body for resolving consumer disputes, or are not members of NAIS.

**Article 2.**

(1) Consumer complaints against traders and other providers of goods or services shall be submitted and reviewed through NAIS’s online platform (the Online Platform), available at [www.nais.bg](http://www.nais.bg), in accordance with these General Terms and Conditions and the Rules of Procedure of the Centre.

(2) NAIS also allows consumers to submit complaints in hard copy by postal mail. In such cases, the consumer must provide a valid email address. The current postal address of NAIS is published on the website [www.nais.bg](http://www.nais.bg).

(3) Upon receiving a complaint in hard copy, a user profile is automatically created on the Online Platform. All received documents are scanned and uploaded to the profile. Access credentials for the profile are sent to the email address provided by the consumer. If no email address is provided, all documents are returned to the consumer by post.



### **Article 3.**

(1) Consumers may submit complaints under Article 2 above to NAIS against traders and other providers of goods or services who are associate members of NAIS, have designated the Centre at NAIS as their ADR body for resolving consumer disputes, or are not members of NAIS. The associate members of the association undertake the obligation to participate in resolving disputes concerning complaints submitted against them to the NAIS ADR Center.

(2) Consumers give their consent to participate in the ADR procedure at the time of submitting the complaint via the NAIS Online Platform.

(3) Traders and other providers of goods or services who are associate members of NAIS give their consent to participate in the ADR procedure prior to its commencement.

### **Article 4.**

(1) A consumer who may submit a complaint to NAIS is any natural person who is at least 18 years old and has purchased goods or services from a trader or another provider of goods or services as referred to in Article 3(1).

## **SECTION II DIRECT NEGOTIATIONS**

**Article 5.** The review of consumer complaints by NAIS begins with the submission of an online complaint by the consumer. The admissibility, trader's choice to engage in direct negotiations, the conduct of such negotiations, and their termination are governed by these General Terms and Conditions.

### **Article 6.**

(1) Direct negotiations between traders and consumers, based on complaints submitted to the Centre, are conducted on the online platform and are voluntary in nature.

(2) Upon opening a specific consumer complaint, the trader may choose whether to initiate direct negotiations or proceed to mediation.

(3) Only the consumer may terminate the direct negotiations by stating the reasons for their decision to do so.

(4) At any point during the direct negotiations, either party may request to initiate mediation by clicking the START MEDIATION button.

**Article 7.** The period for conducting direct negotiations is thirty days from the date the complaint is deemed admissible.

## **SECTION III MEDIATION**



**Article 8.**

(1) The initiation, conduct, suspension, and termination of mediation are governed by these General Terms and Conditions, in compliance with the requirements of the Mediation Act.

(2) A mediation procedure before the Centre may be initiated:

1. By the trader's choice when reviewing a complaint submitted by a consumer.
2. At the request of either party, expressed by clicking the START MEDIATION button during direct negotiations, within the interface where such negotiations are conducted.

**Article 9.**

Mediation is a voluntary out-of-court dispute resolution procedure in which two parties agree to be assisted by a neutral third party (the mediator) in reaching a mutually acceptable solution to a dispute. The mediator acts in accordance with the principles of impartiality, neutrality, confidentiality with respect to any information disclosed, voluntariness, and equality of the parties in the procedure. The mediator observes the rights, obligations, and responsibilities set forth in the Mediation Act, the Consumer Protection Act, and other applicable legislation.

**SECTION III**

**NAIS ONLINE PLATFORM**

**Article 10.**

Pursuant to Article 2 of these General Terms and Conditions, NAIS proceedings commence with the submission of a complaint by the consumer through the NAIS online platform, available at [www.nais.bg](http://www.nais.bg). The proceedings may also be initiated upon receipt of a complaint by post at the address of the National Association for Out-of-Court Settlements, in which case the provisions of Article 2(2) and (3) of these General Terms and Conditions shall apply.

**Article 11.**

The online platform contains information about NAIS, its regular and associate members, its Articles of Association, the Rules of Procedure of the Centre, the General Terms and Conditions and Procedural Rules, information about mediators, and simplified operational guidelines.

**Article 12.**

The online platform includes functionalities enabling the conduct of:

1. A direct negotiation procedure under Articles 5 and 6;
2. A mediation procedure under Articles 8 and 9, including notifications to participants about changes, current status, and deadlines.

**Article 13.**

The time limits for the individual steps in NAIS proceedings are set out in the Procedural Rules for handling consumer complaints through direct negotiations and/or mediation, which form an integral part of these General Terms and Conditions, as follows:

1. Admissibility review of the complaint – within five business days of receipt of the complaint;
2. Procedure for conducting direct negotiations between the consumer and the trader – thirty days from the date the complaint is deemed admissible.



#### **Article 14.**

The maximum duration of the mediation procedure is ninety days from the date of receipt of consent from both parties.

### **SECTION IV**

#### **PROCEDURAL RULES**

#### **for the Submission and Review of Complaints, Conduct of Direct Negotiations, and Mediation**

#### **Consumer Registration**

##### **Article 15**

(1) Upon registration in the online platform, the user completes a form containing:

(a) Mandatory information:

- i. First name, middle name, and surname;
- ii. Email address to receive notifications from the Centre and the platform regarding newly recorded events;
- iii. Telephone number;
- iv. Password for access to their user profile in the platform.

(b) Optional information: permanent or current address.

(2) During registration, the user agrees to the current General Terms and Conditions, Procedural Rules, and the NAIS Privacy Policy by ticking the “I Agree” checkbox.

(3) Marking the checkbox under the previous paragraph is a condition for completing registration.

#### **Trader Registration**

##### **Article 16**

(1) A trader may be registered by:

1. The trader via the registration screen in the platform;
2. A user when submitting a complaint, if the trader is not yet registered in the platform;
3. The platform administrator, upon written request from the trader.

(2) In the case of (1), item 1, the trader completes a registration form including:

1. Company name and UIC (Unified Identification Code);
2. Description of business activity;
3. Website URL;
4. Trademark name with uploaded logo file;



5. Contact person authorized by the trader to conduct negotiations and participate in mediation;
6. Email address for notifications from the Centre and system messages from the platform to be monitored by the contact person;
7. Registered office address;
8. Contact telephone number.

(3) In the case under (1), item 2, the user provides the following required trader data in the complaint screen:

1. Company name and UIC (Unique Identification Code);
2. Website URL;
3. Contact email for the trader.

(4) In the case under (1), item 3, the trader submits a written request containing the data under paragraph (2).

## **Submitting a Complaint to the NAIS Centre**

### **Article 17**

(1) A user may submit a complaint against traders and other providers of goods/services who are associate members of NAIS or have designated the NAIS Centre as their ADR body, as well as against non-member traders, via the NAIS online platform ([www.nais.bg](http://www.nais.bg)) or by post as per Article 2.

(2) By submitting a complaint, the user consents to the initiation of mediation proceedings.

(3) Before submitting a complaint, the user creates a personal profile in the online dispute resolution platform in accordance with Article 15.

(4) Through their profile, the user may access:

- a complaint submission form,
- a list of submitted complaints,
- the content of the complaints.

(5) The user may also:

- track the progress of direct negotiations and mediation,
- send/receive messages to/from the mediator,
- communicate with the trader during negotiations,
- send group messages to both trader and mediator,
- terminate negotiations and/or mediation at any stage.

(6) Before filing a complaint, the user reviews the General Terms and Conditions, Procedural Rules, and the Admissibility Declaration. The user must tick the agreement checkbox at the end of the complaint form.



(7) Ticking this checkbox is a condition for submitting a complaint.

### **Article 18**

(1) The user fills in an online complaint form with the following mandatory fields:

1. Company name;
2. Trader details as per Article 16(3) if the trader is not registered;
3. Subject of the complaint via dropdown fields;
4. Complaints and requests.

(2) The user indicates whether they have already contacted the trader.

(3) The user indicates whether a complaint has been submitted to another organization.

(4) Users receive updates about the complaint procedure via messages sent to their profile and email address.

(5) Upon submission, the platform generates an incoming complaint number and sends it to the user's profile and email.

(6) The complaint can only be successfully submitted once all required fields are completed.

### **Article 19**

(1) The user may attach evidence supporting the complaint.

(2) Permitted file formats and size limits are specified in the platform.

### **Article 20**

The mediator and alternate mediator are selected automatically by the platform or manually from a dropdown menu by the trader.

## **Admissibility of the Complaint**

### **Article 21**

(1) When a complaint is submitted through the NAIS online platform, it is automatically forwarded to an administrator.

(2) Complaint administrators are employees of a consumer protection association or employees of NAIS.

(3) The administrator reviews the admissibility of the complaint within five business days.

(4) If the complaint is deemed admissible, the system automatically sends a notification to both the consumer and the trader confirming its acceptance.

## **Direct Negotiations**



### **Article 22**

Direct negotiations between the trader and the consumer are conducted entirely online, without physical presence, via a shared chat screen.

### **Article 23**

(1) When viewing the content of the complaint, the trader chooses whether to initiate direct negotiations or mediation.

(2) Direct negotiations may be terminated only by the consumer or automatically upon expiry of the 30-day period following the complaint's admissibility approval.

## **Mediation Procedure**

### **Article 24**

If the trader chooses to initiate mediation, they express their consent within the platform.

### **Article 25**

The trader may choose whether the system automatically appoints a primary and an alternate mediator or selects them manually from a dropdown menu.

### **Article 26**

Upon selection of the mediation procedure, the primary and alternate mediators receive a system notification.

### **Article 27**

Once the mediator confirms acceptance of the mediation, the mediation proceedings commence.

### **Article 28**

The Centre may refuse to consider a dispute if one or more of the conditions under Article 4(6) of the Rules of Procedure of the NAIS ADR Centre are met. In such cases, the administrator prepares a reasoned opinion, stating the grounds and sending it to both the consumer and the trader.

## **Review of the Dispute**

### **Article 29**

The dispute is handled entirely online by a NAIS mediator. Physical meetings between the mediator and the parties are not permitted.

### **Article 30**

(1) The mediator receives the consumer's complaint and attached evidence from the administrator.

### **Article 31**

If the mediator does not accept to conduct the mediation within one business day, the system invites the alternate mediator to proceed.

### **Article 32**

(1) Once the mediator accepts, they contact the parties via the platform to:



1. Announce the start of the mediation;
2. Inform them about the nature and implications of mediation;
3. Explain the procedure;
4. Emphasize that if an agreement is reached, both parties agree to fulfill their obligations in good faith within the agreed deadlines;
5. Clarify that if no agreement is reached, the mediation ends without legal consequences.

(2) All communication takes place through the online platform and is delivered to each party's profile and their designated email address.

### **Article 33**

(1) The mediator assists the parties in clarifying the dispute by:

1. Asking clarifying questions on unclear facts;
2. Pointing out facts for which no evidence has been provided;
3. Identifying undisputed facts;
4. Exploring the interests of each party;
5. Helping generate and evaluate mutually acceptable solutions.

(2) The mediator may not provide legal advice to the parties.

### **Article 34**

When the mediator deems the dispute factually and legally clarified, they outline the possible framework of the agreement, listing the required elements but not determining the specific content.

## **Suspension of the Mediation Procedure**

### **Article 35**

(1) The mediation procedure may be suspended:

1. By mutual agreement of the parties or at the request of either party;
2. In the event of the mediator's death;
3. Upon the mediator's withdrawal, until replaced.

(2) Each party may request a one-time suspension of the procedure for up to one week, after which the procedure resumes automatically.

## **Termination of the Mediation Procedure**

### **Article 36**

(1) The mediation procedure is terminated:

1. When no agreement is reached;
2. By mutual agreement of the parties;
3. Upon the consumer's withdrawal;



4. In the event of the consumer's death;
5. Upon the trader's withdrawal;
6. Upon the dissolution of the trader's legal entity without legal succession;
7. Upon expiration of 90 days from the start of the procedure (i.e., from the date of mutual consent) without agreement.

(2) Termination by agreement must be expressed clearly and unambiguously by both parties.

## **Agreement**

### **Article 37**

(1) The agreement is drawn up as an electronic document, with its content determined by the parties.

(2) The agreement shall contain:

1. The date and location of its conclusion;
2. The names and addresses of the parties;
3. The terms of the agreement;
4. The name of the mediator;
5. The date the procedure began.

(3) Agreement is deemed reached when both parties confirm acceptance of the negotiated terms.

(4) The parties confirm their acceptance within five days of receiving the draft agreement in their profile or via email, by selecting "I agree with the agreement" in the platform.

(5) Failure to respond within five days results in termination of the mediation without an agreement.

(6) If the parties require the agreement in written form under Article 16 of the Mediation Act, it must be signed with an electronic or handwritten signature.

(7) Before accepting the agreement, the consumer is informed that mediation participation does not prevent seeking legal remedies and that the outcome may differ from a court decision.

### **Article 38**

(1) The agreement binds only the parties involved and cannot be enforced against third parties.

(2) The agreement is binding only in relation to what the parties have explicitly agreed upon.

(3) Any agreement that is unlawful, circumvents the law, or violates public morals shall be considered null and void.

### **Article 39**

Upon expiration of deadlines or failure to reach a mediated agreement, the NAIS proceedings are terminated without legal consequences for either party.



NATIONAL ASSOCIATION FOR  
OUT-OF-COURT SETTLEMENTS

[nais.bg](http://nais.bg), [office@nais.bg](mailto:office@nais.bg)

24.03.2026