

# Terms and conditions for use of the service "Managed Virtual Server" (Managed VPS)

## I. SUBJECT

Article 1. These Terms and conditions regulate the relations between **SuperHosting.BG Ltd**, Sofia, Iztok district, no 36 Dr. G.M. Dimitrov Blvd., UIN 131449987, hereinafter referred to as **PROVIDER**, and the Clients, referred to as **USERS**, of the delivered service of providing and maintenance of managed virtual server, referred to as the Services.

Article 2. (1) **Managed VPS** is a hosting service (referred to as Managed VPS), where the User receives a virtually separate, undependable server maintained by the Provider.

(2) **Users** of the Service shall be only natural persons, who conclude a contract with the Provider and want to use the service Managed VPS for performing their professional or commercial activity. The Users can be natural persons of age and full legal capacity or legal entities, represented by their legal representatives or duly authorized persons. Natural persons - Users shall use the services for their commercial, professional and business activity and declare that they are not consumers within the meaning of the Bulgarian Law on Consumer Protection.

(3) **Owner** is the legal entity, that performed the first payment of the service Managed VPS, to which an invoice has been issued for the payment or a physical person for contact, pointed in the created profile for use of Managed VPS.

(4) The services under these Terms and conditions include administering and technical management of the virtual server, monitoring and maintenance of the back-up content.

## II. INFORMATION ABOUT THE SUPPLIER

Article 3. Information pursuant to the Bulgarian Electronic Trade law:

1. Name of the Provider: SuperHosting.BG Ltd.
2. Seat and registered office of management: No 36, Dr. G.M. Dimitrov Str., Iztok district, Sofia, Bulgaria.
3. Address of activity: No 36, Dr. G.M. Dimitrov Str., Iztok district, Sofia, 1797, Bulgaria.
4. Contact information: No 36, Dr. G.M. Dimitrov Str., Iztok district, Sofia, 1797, Bulgaria. E- mail: sales@superhosting.bg, phone: 0700 45 800; 02 81 08 999
5. Registered in the public records with UIN 131449987, Certificate as administrator of personal data Number 0021684
6. Registration under the Law of value added tax No BG131449987.

## III. CHARACTERISTICS OF THE SERVICE

Article 4. The service, provided by the Provider to the User includes the following:

1. 4.1. Providing and administrating a virtually separate server with a control panel (cPanel) in Bulgarian language.
2. 4.2. Provision of 24- hour technical support of the virtual server;
3. 4.3. Guarantee of a resource, which shall not be shared with other clients.

4. 4.4. Provision of 24-hour monitoring and reaction in case of problems.
5. 4.5. Regular archiving (back-up) of the server content, in compliance with the politics of the Provider, available on address: [Politics](#);
6. 4.6. Enabling deployment services to client's application.

Article 5. (1) The Provider shall provide and the Users shall use the service within the parameters of the relative Subscription plan chosen by the Users.

(2) The Provider shall provide the Service within the good faith consumption, that is reasonable and accepted in the practice. The Provider announces a list of bad faith uses and technical and software limitations of the Service in the Politics.

(3) In case a deviation from the use under para. 2 is established, the Provider has the right to temporarily or permanently limit or suspend the provision of the service.

## IV. PRICE OF THE SERVICE

Article. 6. 1) The Provider provides the Service in exchange of remuneration payable by the User accordingly to the chosen Subscription plan.

(2) Information about the different subscription plans is available on address: <https://www.superhosting.bg/web-hosting-common-managed-vps.php>

Article. 7. (1) The User shall pay the price of the service at the beginning of every subscription period.

(2) The Provider confirms the receiving of the first payment by activation of the Service, and the latter payments by extension of the timelines for its use.

(3) For payment of the service, the Provider shall issue an electronic invoice on the name of the person that has the obligation to pay the service and send it to a pointed by them electronic mail or in the absence of such – by the electronic mail given by the User at his registration. Regardless of the payment and issuance of an invoice, the Owner shall be a Party to this contract and entitled to the rights of the hosting service.

(4) The Provider has the right to change the prices for using the Service at any time with a prior 30-day notice to the User. The User has the right to object to the change, in which case his contract will be considered terminated, unless the price change is in favor of the Service User, is due to inflation or a significant increase in the cost of the services that the Provider uses from service providers .

## V. PROVISION OF THE SERVICE

Article. 8 (1) In order to use the Service the User must insert the password for remote access given by the Provider.

(2) The password for remote access shall be generated and sent to the User by the Provider, at the registration on the Provider's site, accordingly to the procedure indicated on it.

(3) With the submission of information and clicking of the buttons "I accept" and "Registration", the User declares that it is familiar with these Terms and conditions, agrees with their content and shall be obliged to comply them unconditionally.

(4) The Provider confirms the registration of the User by sending a letter to the electronic address pointed by the User, where the data for the activation shall be sent. After the activation, an account of the User shall be created, and between the User and the Provider relationships under this contract shall arise.

(5) When registering the User shall be obliged to present accurate and actual information. In case of changes the User shall be obliged to update the data of its registration in a timely manner.

(6) The User shall be obliged not to provide or resell the hosting service or parts of it to third parties, except when such possibility is provided in the parameters of the chosen Subscription plan.

Article. 9. 1) The Provider shall provide access to an administrative panel for remote use of the Service.

(2) The Provider shall provide a Personal profile to the User, that is a separate part of the technical devices (servers) of the Provider, containing information about the User, required by SuperHosting.BG Ltd. at the registration and stored at SuperHosting.BG Ltd., as the access to the Personal profile by the registered User shall be made after submission of User name and Password. The Personal profile enables the User to use certain Services the access to which is restricted, to configure the use of the Services, to change its Password and other functions.

(3) The User has the right to manage the Service only through the given by the Provider administrative panel and after legitimation with its Name and Password.

(4) The User is entitled to a remote access only to the specified for him separate space on the server of the Provider.

Article 10. (1) The User has the right to share information by recording it to the provided space on the Provider's server connected to the Internet.

(2) The Provider provides connectivity of the server to the Internet and the good working order of its technical equipment within the parameters of the chosen Subscription plan.

(3) The User has the right to record information on the specific separate space on the Provider's server and through a specialized software as far as this does not affect the functionality or security of the server.

Article 11. (1) The Provider provides to the User the option of an independent electronic mail service.

(2) The User can use the electronic mail within the parameters of the chosen subscription plan.

Article. 12. (1) The User has the right to use the Service in good fate and according to its purpose.

(2) The User has the right within 30 working days to renounce the use of the service and terminate the contract, without prior notice and without pointing reasons for that.

(3) In the cases under para. 2 the Provider recovers to the User the whole sum payed for the Service.

(4) In the cases under para. 2 the costs for services that shall be performed only once by the Provider and were already performed, shall not be recovered. Such services are as follows: registration of domains, registration of websites at popular web portals and search engines, website development, system administration and other.

(5) When using the Service, the User shall not use software, scripts, program codes or other technologies that may affect the use by other Users.

(6) The User does not have the right to use the Service for creation of "proxy" and establishment of residential programs.

(7) The User shall be obliged not to use the Service for the following:

- For publication, distribution or provision in any way of data, messages, text, computer files or other materials, that do not comply with the Bulgarian legislation, applicable foreign laws, these Terms and conditions, the Internet ethics and good morals and which violate the rights of third parties, such as:
  - Copyrights and similar rights, rights over trade marks, patent and other intellectual property rights, ownership rights as well as any other material or moral rights or legal interests of third parties;

- that represent a commercial, professional or personal secret or other confidential information;
- For publication, distribution or provision of software or other computer files, that contain viruses or other risk programs or their components.
- For the publication or transfer of pornographic or illegal materials;
- For publication of data, messages, text, computer files or other materials, containing treat for the life or the physical integrity of a person, provoking discrimination, advocating fascist, racist or other undemocratic ideology, whose content violates the rights or freedoms under the Constitution and laws of the Republic of Bulgaria or international regulations, calling for violent change of the constitutional order, towards committing a crime, etc.
- • To violate the protection of personal data of third parties or the processing of personal data of third parties, without their consent.

Article 13. (1) In relation to the improving the quality of the Service, performing of prophylactics, troubleshooting and other related to them activities, the Provider has the right to temporarily or permanently limit or suspend the provision of the service.

(2) In the cases under para. 1, the Provider shall be obliged to restore in a timely manner the provision of the service once the cause for the suspension has been removed.

Article 14. (1) With respect to the improvement of the Service's quality and in relation with the interests of the User for the functioning of the service, the Provider has the right to replace the subscription plan with a higher class, without prior consent from the User.

(2) In case the change in the Subscription plan has to be made not earlier than 30 days before the expiry of the initial subscription plan, the Provider increases the plan for free until the end of the remaining period of the plan. In this case, after the expiration of this period it shall be considered that a new contract is concluded for the use of the Service according to the new subscription plan for the period and under appropriate conditions. If the User wants to reduce the parameters of the plan, the User must make a specific request to the Provider.

(3) In the event that a change in subscription plan is required earlier than 30 days before the expiry of the initial subscription plan, the Provider changes the plan by reducing the period in accordance with the recalculation of the cost under the new plan. The User uses the new plan until the end of the restated period without paying extra for the service and after the expiry of this period the User resumes the using of the Service according to the new subscription plan for the period and under appropriate conditions.

Article. 15. (1) If the contract with the Provider is not terminated after the expiry of the term in the previous article, it shall be considered as concluded for the new subscription plan and to it shall apply the current terms and conditions, which the User shall be obliged to become familiar with in a timely manner.

(2) In the cases under article 14 the User has a right to terminate this contract with a unilateral statement addressed to the Provider within a timeline of 30 days from the change in the characteristics of the service by the Provider.

Article 16. The provider provides technical support to the Users of the service, in compliance with the chosen subscription plan.

Article 17. (1) The Provider undertakes measures for the protection of the personal data of the User pursuant to the Bulgarian Personal Data Protection Act.

(2) For security reasons for the personal data of Users, the Provider shall send the data only via the e-mail address pointed by the User at his registration.

Article 18. (1) At any time before, during or after the provision of the service, the Provider has the right to request from the User legitimation and verification of the reliability of each of the circumstances and personal data announced at the registration.

(2) In case for some reason, the User has forgotten or lost its name and password, the Provider has the right to apply the announced "Procedure for lost or forgotten usernames and passwords", available on address: <https://en.superhosting.bg/web-hosting-page-terms-and-agreements-password.php>.

## VI. CHANGE AND ACCESS TO THE TERMS AND CONDITIONS

Article. 19. 1) The current Terms and conditions can be amended by the Provider for which the latter shall inform all Users of the service in an appropriate manner.

(2) The Provider and the Users agree that every amendment of these Terms and conditions shall have an effect on the User after its explicit notification from the Provider and if the Provider does not reject them within the provided 14-days period.

(3) The User agrees that all announcements by the Provider in relation to the amendment of these Terms and conditions shall be sent to the e-mail address, pointed by the User at its registration for use of the Service. The User of the service agrees that the electronic letters sent under this article do not need to be signed with an electronic signature in order to be effective.

(4) When the current subscription plan for this Service expires, User payments for additional period of this Service are considered as a renewal of contract by the current Terms of Service.

Article. 20. The Provider announces these Terms and conditions on address <http://en.superhosting.bg/web-hosting-page-terms-and-agreements.php>, together with every amendment and additions to them.

## VII. TERMINATION

Article. 21. The contract for provision of the service shall be terminated:

- With the expiry of the term of the contract pursuant to the subscription plan chosen by the User;
- in case of termination or announcement of liquidation or insolvency of one of the parties under the contract;
- by mutual consent of the parties in writing;
- in case of an objective inability of one of the parties to the contract to perform its obligations;
- in case of seizure or sealing of equipment by the state authorities;
- in the cases under Article 15, para 2.

Article. 22. The Provider has the right by its sole discretion and without the sending of a prior notice and without obligation for compensation, to terminate the contract unilaterally, in case it is established that the provided services are being used in violation of the current Terms and conditions, the Politics of the Provider, the legislation in the Republic of Bulgaria, the common moral norms or accepted rules for use of the service "Managed VPS".

## VIII. LIABILITY

Article. 23. (1) In case the User terminates the contract before the expiration of its term, the User owes to the Provider a compensation in the amount of the due remuneration for the remaining period of the contract.

(2) In case the Provider has received the complete amount for the term of the contract, the remuneration paid by the User shall be accepted as a compensation for the early termination of the contract.

(3) In case of unilateral termination of the contract by the Provider due to the User's culpable nonfulfillment of its obligations, the latter owes a compensation to the Provider in the amount of the due remuneration for the remaining period of the contract.

Article 24. In case of culpable non-fulfillment of obligations by the User for provision of the Service, the Provider is entitled to a compensation amounting to the due remuneration for the rest of the Contract period.

Article 25. In case a complaint by a third person is filed for use of the service in violation of legal provisions, moral rights or the current Terms and conditions, the parties agree that the Provider has the right to limit or suspend the provision of the service or the access to the information of the User until resolving of the issue.

Article 26. The User shall be obliged to compensate and to discharge the Provider in lawsuits and other claims of third parties (regardless of their justification) for all damages and costs (including attorney's fees and court costs) arising from or in connection with (1) nonfulfillment of any of its obligations under this contract, (2) breach of copyright, producing, broadcasting rights or other intellectual or industrial property right and (3) the unlawful transfer to third parties of the rights granted to the User, for the duration and under the conditions of the contract.

Article 27. The Provider shall not be liable in case of inability to provide connection or functioning of the technical equipment for a certain period of time caused by force major, contingency, problems on the Internet, technical or other objective reasons, including orders by the competent state authorities.

Article 28. (1) The Provider shall not be liable for damages caused by the User to third parties. (2) The Provider shall not be held responsible for material or moral damages, resulting in lost profits or damages incurred by the User in the process of using or non-using of the Service. (3) The Provider shall not be held liable for the term in which the Service has not been provided to the User pursuant to Article 23.

Article 29. (1) The Provider shall not be liable in cases of overcoming the security measures of technical equipment through which the service is provided, that results in loss of information, spreading of information, access to information, restricting access to information, changes to the information published on the websites of the User and other similar consequences.

(2) The Provider shall not be liable in case of provision of access to information, loss or changes in data or parameters of the Service, as a result from false legitimation of a third person, that has presented itself as the User, if from the circumstances a conclusion can be made that this person is the User.

(3) The Supplier's liability to the User under this contract cannot exceed the value of the services paid by the User for a period of 12 months, up to a maximum of BGN 300.

(4) The Supplier is liable to the User for direct and foreseeable damages caused by the Supplier at the time of the conclusion of the contract. In the event that the Supplier violates the clauses of these general terms and conditions, he is liable for damages that are a direct and foreseeable result of the breach of the Contract or the failure to exercise due care, but is not liable for damages that are not direct and foreseeable at the time of conclusion of the contract. Where the damage suffered is the result of a series of related events, they are treated in these terms as a single event.

(5) The Provider does not exclude or limit in any way its liability to the User to the limits established by the current legislation. This includes liability for death or personal injury caused by the negligence of the Supplier or its employees, agents or subcontractors, including for fraud or misrepresentation.

(6) The Provider is not responsible for damages of a commercial nature, except in cases of intent or gross negligence, and the User agrees that he uses the services at his own risk as they are. If the User uses the products for any commercial, business or resale purposes, the Supplier shall not be liable for any loss of profit, loss of business, business interruption or lost profits.

(9) The Provider shall not be liable for any direct or indirect damages or losses that the User may suffer as a result of viruses, Trojan horses or other disabling devices affecting the services or systems, whether under the control of the Provider or not, caused by the inadequate protection of the system by the User.

(7) The User and the Provider expressly exclude any rights of third parties that would otherwise be entitled to enforce the terms of the Agreement as if they were a party to it.

## IX. FORCE MAJEURE

Art. 30. (1) Force majeure includes, but is not limited to: malfunctions or problems of the Internet, data, networks, electricity and telecommunications infrastructure and facilities, mass cyber attacks, cybercrimes, network attacks, (D)DoS attacks, power outages, defective goods or software for which the User has instructed the Supplier to use them, any act of nature, lightning or fire, civil unrest, government measures, mobilization, military action, terrorist attacks, transportation obstructions, strikes, business closures, business disruptions, supply delays, inability to provide personnel (due to illness), epidemics, pandemics, import and export barriers.

(2) The party experiencing a force majeure event shall not be deemed to be in breach of this contract and shall not be liable to the other party for any delay in performance or any default under this contract (and the period for performance shall be extended accordingly) if and to the extent that the delay or failure to perform is due to a force majeure event. This clause does not apply to the obligation to pay any sums due.

(3) If the force majeure event continues continuously for more than one (1) month from the date on which it began, the other party may send notice to the party experiencing the force majeure event to terminate this contract. The termination notice must state the date of termination, which must not be less than seven (7) clear days after the date on which the termination notice was validly sent. Once a termination notice is sent, this Agreement will end on the termination date specified in the notice.

## X. PROHIBITION OF PROVIDING THE SERVICES TO COUNTRIES WITH IMPOSED SANCTIONS

Art. 31 (1) The services described in these General Terms and Conditions may be subject to export controls/restrictions by the European Union and/or the European Free Trade Association (EFTA) (collectively "Embargoing Countries" - EFTA -). The Services may not be re-exported, sold, transferred or used in any way to provide services to Iran, the Russian Federation, the Republic of Belarus or certain regions of Ukraine, in particular Sevastopol, Crimea, Zaporozhye, Luhansk and Donetsk (collectively "Embargoed Countries"), or to or through sanctioned nationals or nationals of such countries. The User acknowledges and agrees that the Services may be subject to EIS export controls.

(2) If the EIC lifts the re-export ban on the Embargoed Countries, the current re-export ban will be automatically lifted to the extent of the amended regulation and the affected Embargoed Countries.

(3) If the User or his end customers use or gain access to the services in violation of the rules defined by EIS, the User will bear sole and exclusive responsibility for this. The User undertakes to comply with all applicable laws, including without limitation the export and import regulations set forth by EIS.

(4) The User represents and warrants that no content or information obtained through use of the Services will be used for any harmful or illegal purposes, including without limitation, any activities, supplies or services listed in the resolutions, issued by EIS, unless expressly authorized for such purposes by a competent government authority. In addition, the User undertakes to ensure that the User's customers will also comply with these applicable regulations.

Art. 32. (1) The Supplier has the right to terminate the Agreement with immediate effect by written notice to the User, if the User or any of its affiliates, employees, contractual employees, directors and/or agents breach their obligation in any way comply with the prohibition on re-export to Embargoed Countries set forth in this Service as well as applicable EIC export control laws.

## **XI. OBLIGATIONS UNDER REGULATION (EU) NO. 2022/2065 - DIGITAL SERVICES ACT**

Art. 33. (1) The provider complies with the measures provided for in Regulation (EU) No. 2022/2065 - Digital Services Act ("DSA"). Users are responsible for the content they upload, share or otherwise make available on the Provider's services. Any content that violates the TOU, other applicable law, or these Terms and Conditions may be subject to removal, and Users may be subject to account restriction or termination at the Provider's initiative.

(2) The Provider cooperates with the relevant authorities as provided for in the relevant regulation and the LTC, including regarding the provision of information (including personal data) and assistance in investigations. The single point of contact will be available at the following email address: [abuse@superhosting.bg](mailto:abuse@superhosting.bg).

(3) If any person or organization is aware of the existence of specific items of information and/or content in the Provider's service that it considers to be illegal content, it may contact the Provider of Abuse Email and send a report (the "Report"), which must meet all the requirements below:

(a) contain a sufficiently substantiated explanation of the reasons why the person or organization claims that the relevant information is illegal content; and

(b) a clear indication of the exact electronic location of this information, such as the exact URL or URLs and, where necessary, additional information that facilitates the identification of the illegal content, adapted to the type of content and the specific type of hosting service; and

(c) the name and email address of the person or organization submitting the notification, except in the case of information deemed to involve one of the offenses referred to in Articles 3 to 7 of Directive 2011/93/EU; and

(d) a statement confirming the good faith belief of the person or organization submitting the notice that the information is accurate and complete.

(4) After the Provider receives a report, it will send confirmation of its receipt to the natural or legal person without undue delay. Where the report meets the specified requirements, the Provider will notify the relevant person or organization of its decision by providing a "reasoning for decision". The Provider is not required to conduct a detailed legal investigation of the facts in the report, but is required to conduct an analysis to the extent expected of a bona fide hosting service provider under the circumstances.

(5) If the natural or legal person does not agree with the Provider's decision, he can contact the Provider again at the indicated email about abuses, justifying the reasons for his disagreement. The supplier will consider the request and communicate the final decision to the relevant person or organization. Regardless of the above procedure, a natural or legal person can also report suspected illegal content or activity to public authorities in order to protect their rights.

(6) To increase transparency and in accordance with the DSA, Provider may publish reports describing its content moderation practices, including the number and nature of content removed and user accounts suspended or terminated.



## XII. PERSONAL DATA PROTECTION

Art. 34. (1) The Provider takes all necessary measures to protect the personal data of the User in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 regarding the privacy protection of individuals, the processing of personal data, the free movement of such data and the repeal of Directive 95/46 / EC (GDPR) and the Personal Data Protection Act.

(2) The Provider shall process the personal data of the Users in accordance with Art. 6, para. 1, b. "B" of the GDPR – the processing is necessary in order to fulfill a contract to which the user is a party.

(3) The provider has published information about the personal data he is processing, the purposes for which the data is being processed and all the mandatory information in accordance with Regulation (EC) 2016/679 of the European Parliament and of the Council of 27 April 2016 regarding the privacy data protection of individuals, the processing of personal data, the free movement of such data and the repeal of Directive 95/46 / EC (GDPR) in Mandatory Information about the Rights of individuals regarding Data Protection available at [https://www.superhosting.bg/web-hosting-page-terms-and-agreements.php#personal\\_data](https://www.superhosting.bg/web-hosting-page-terms-and-agreements.php#personal_data), With the acceptance of the General Terms of Use the User declares that he has read the conditions and he agrees with them.

(4) When providing the Service, the Provider acts only accordingly to the instructions of the User and only as far as having control over the personal data the user is processing. The Service Agreement and the application of the service's functionalities and capabilities are made available by the Provider as part of the Service by representing fully and explicitly the instructions of the Service Consumer to the Obligated Individual (the Service Provider). In this sense, the Provider (the service provider) has no control over the content and data the user chooses to upload within the service's usage (including whether the information contains personal data or not). Respectively, the Provider does not take role in deciding if the User is executing data processing with the service, for what purposes and whether this particular information is protected. In this instance, the responsibility of the Provider is limited to 1) complying in complete accordance with the User's instructions described in the service agreement, and 2) providing information about the service and functionality documentation through its interface. In the present case of provision of Hosting Services by the Provider, the Provider has no control and carries no responsibility of the personal data which the user of the service processes.

(5) Due to Security precautions for personal data protection of Users the Provider will send data only to the e-mail address, stated by Users in initial registration.

## XIII. OTHER CONDITIONS

Article 35. (1) The User and the Provider shall be obliged to protect each other's rights and legal interests, as well as any trade secrets which have come to their knowledge in the process of executing the agreement and these General Terms and Conditions.

(2) During and after the expiration of the contract's term, the User and the Provider shall abstain from making public knowledge any written or verbal correspondence held between them. Public knowledge is to be understood as publication of correspondence in the press and electronic media, internet forums, personal or public websites, etc.

Article. 36. In case of a conflict between these General Terms and Conditions and the clauses of a specific agreement between the Provider and the User, the clauses of the special agreement shall prevail.

Article. 37. The potential annulment of any provision of these Terms and Conditions shall not invalidate the entire agreement.

Article. 38. All disputes arising from the current Terms and conditions or related to them, which cannot be settled amicably and through negotiations between the Provider and the User, shall be referred to the Arbitration Court with the Bulgarian Chamber of Commerce and Industry, pursuant to its Rules for cases based on arbitration agreements, whereas Bulgarian law shall be applicable.

Article. 39. The commercial and civil legislation of the Republic of Bulgaria and the Provider's Policies shall apply to any matter not settled in this agreement and related to its execution and interpretation.

Article. 40. The current Terms and Conditions shall take effect for all Users as of **March 18, 2024**.

Article. 41. The Policies for the use of the service "Managed virtual server" (Managed VPS) are announced on the following address: [Politics](#)

- [Former Terms and conditions for use of the service "Managed Virtual Server" \(Managed VPS\) \(Introduced on: May, 17, 2018\); Canceled on: March, 18, 2024\)](#)