

# General Terms and Conditions for Virtual Private Servers (VPS)

The current General Terms and Conditions are meant to regulate the relations between **SuperHosting.BG Ltd**, Sofia, Dstr. Iztok, Blvd. Dr. G.M. Dimitrov 36, UIN 131449987, hereinafter referred as the **PROVIDER**, and its customers, hereinafter referred as **USERS** of the provided **Virtual Private Server Service**, hereinafter referred to as the **SERVICE**.

## I. INFORMATION ABOUT THE PROVIDER

Information under the Electronic Commerce Act and the Consumer Protection Act: 1) name of the Provider: SuperHosting.BG Ltd; 2) Seat and registered address: Sofia, Dstr. Iztok, Blvd. Dr. G.M. Dimitrov 36; email: [esales@superhosting.bg](mailto:esales@superhosting.bg), tel.: 0700 45 800, 02 81 08 999; 3) Entry in public registers: UIN 131449987, Data Controller Certificate № 0021684; Supervisory bodies: (1) Commission for Personal Data Protection: Address: Sofia, Ivan Evstatiev Geshov Str. № 15, tel.: (02) 940 20 46, fax: (02) 940 36 40Q email: [kzld@government.bg](mailto:kzld@government.bg), [kzld@cpdp.bg](mailto:kzld@cpdp.bg), website: [www.cpdp.bg](http://www.cpdp.bg), (2) Commission for Consumer Protection, Address: Sofia 1000, Slaveykov Sq. №4A, Floors 3, 4 and 6, tel.: (02) 980 25 24, fax: (02) 988 42 18, hot line: 0700 111 22, website: [www.kzp.bg](http://www.kzp.bg), VAT registration BG 131449987; The Good Commercial Practice Code - Guidelines on general terms and conditions for providing services on the Web, adopted by the Commission for Consumer Protection and the Bulgarian Web Association .

## II. CHARACTERISTICS OF THE SERVICE

Art. 1 (1) The Provider shall provide to the User the Virtual Private Server Service in accordance with the specifications defined under the plan selected by the latter, and shall ensure connectivity and technical reliability of the provided service (the Service). For this purpose, the Provider shall ensure the indicated parameters under the plan selected by the User at their own expense. The Virtual Private Server Service shall include the following:

1. Provision of free space within the Provider's server infrastructure, where the User has the right to publish and share information on the Internet with third parties;
2. Provision of full (administrator) access for managing the Service and publishing, processing and administering information, shared within the provided space;
3. Ensuring the Service parameters, as per the subscription plan chosen by the User;
4. Provision of a virtually allocated part of technical equipment resources intended for use with regard to the transmission, storage and sharing of information and the provision of information society services;
5. Provision of technical reliability of the Service.

(2) With regard to the Service under Para. 1, the User shall be required to pay royalty to the Provider in the amount and under the conditions specified in accordance with the plan selected by the former.

(3) The User shall not acquire any ownership rights over the equipment used for the provision of the Service.

### III. TERM OF THE AGREEMENT

Art. 2. (1) The Provider and the User shall determine the term of the agreement concluded between them by the order form on the Provider's website or express agreement.

(2) In the event that the due subscription fee is not paid within 5 days after the expiration of the period for which it was paid, the agreement shall be considered terminated and access to the Service shall be suspended. Above clause shall apply to each subsequent period without limitation in time.

(3) Provision of the Service shall begin after the User's payment of the first monthly fee and the notification about its activation.

### IV. PRICE

Art. 3. (1) The User shall be required to pay royalty to the Provider in an amount specified in accordance with the plan selected by the former.

(2) The User shall owe royalty under Para. 1 on a monthly basis, in accordance with the deadlines and conditions specified with regard to the selected plan.

(3) The Provider shall issue a fiscal document for the payment made by the User.

Art. 4. (1) The Provider shall be entitled to provide additional services (Additional Services) to the User, related to the use of the Service and against separate remuneration payable by the User.

(2) Prices for the types of Additional Services shall be determined by the Provider on its website at the following address: <http://www.superhosting.bg/web-hosting-page-servers-vps.php>.

(3) 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. RIGHTS AND OBLIGATIONS OF THE PROVIDER

Art. 5. The Provider shall be obliged to:

1. Provide the Virtual Private Server Service in accordance with the specifications defined under the plan selected by the User.
2. Provide the use of the Virtual Private Server Service;
3. Ensure technical reliability of the Service;
4. Provide the Virtual Private Server Service's connectivity to the Internet in accordance with the Service parameters (Parameters) specified under the plan selected by the User;
5. Ensure adequate conditions for the technical functionality of the Service;
6. Provide to the User a username and password for remote administrator access to all functionalities of the Service;
7. Provide the Service via pre-installed and functioning software in accordance with the plan selected by the User;
8. Ensure security of the technical equipment used for the provision of the Service, as per the Provider's respective technical capabilities and circumstances;
9. To maintain Service Parameters and connectivity around-the-clock;

Art. 6. The Provider shall have the following rights in connection with the execution of this agreement:

1. To receive payment from the User for the provided services;
2. To exercise constant supervision over the Service's technical reliability;
3. To limit Parameters when performing system maintenance of premises and equipment or changing elements of communications infrastructure;
4. To temporarily limit Parameters in order to ensure communications infrastructure security;
5. To receive additional payment from the User for Additional Services related to the use of the Service;
6. To provide Additional Services only after receiving the User's written consent;
7. To require, given the circumstances, the necessary User legitimization when receiving instructions by the latter with regard to the use or management of the Service;
8. To temporarily or permanently restrict or suspend the use of the Service, should it be determined that the User uses the Service in bad faith or in violation of Bulgarian law or moral standards.

Art. 7. (1) The Provider shall provide the necessary assistance to state authorities with regard to investigative actions within the legal scope of exercising their powers and pursuant to the applicable legislation, including the following:

- Providing information on the User and the Service;
- Disclosing the User's personal data;
- Providing traffic data under if required as per the applicable legislation;

(2) When undertaking actions under Para. 1, the Provider shall not be under the obligation to inform the User, unless expressly specified otherwise under the law.

(3) The User shall not be entitled to compensation for damages resulting from the Provider's actions under Para. 1.

Art. 8. (1) The Provider shall have the right to adopt Policies on Acceptable Use of the Service and the rules specified therein shall be a major criterion for determining the bona fide or fraudulent behavior of Users and their consumers.

(2) The parties agree that the Policies shall represent an integral part of this agreement and shall be available at the following address <http://www.superhosting.bg/web-hosting-page-terms-and-agreements-politics.php>. By signing this agreement, Users shall declare that they are familiar with the Policies and agree with their provisions, which are binding.

(3) The Provider shall have the right to amend or supplement the Policies at all times, in accordance with the evolvement of public relationships within the information society. The parties agree that any supplement of the Policies shall apply to the User after explicit notification by the Provider and in case the User does not reject them within the provided 7-days term.

## VI. RIGHTS AND OBLIGATIONS OF THE USER

Art. 9. The User shall be obliged to:

1. Pay the agreed royalty for use of the Service to the Provider;
2. Use the Service in a bona fide way, while observing the applicable legislation;
3. Use the Service as intended and in a way that is not harmful to the Provider's other clients or its communications infrastructure;
4. Use and manage the Service only remotely (from a distance) through the username and password for administrator access provided by the Provider;

5. Abstain from using the Service in a way that does not correspond to its purpose (i.e. creating a proxy, etc.).
6. Install themselves software to be used on the Server, other than the one specifically provided by the Provider upon the Service's activation.

Art. 10. The User shall be entitled to the following, in connection with the execution of this agreement:

1. Use the Service as intended and according to agreed Parameters;
2. Perform remote administrator access to the Service, including management, installation and administration of software on the Virtual Private Server;
3. Receive remote, telephone, around-the-clock customer support for the Service by the Provider's qualified staff. Customer support for the Service shall not include installation of software on the Virtual Server on behalf of the User, neither shall it include providing advice on software, website and script development, use of content management programs, etc.

Art. 11. The User undertakes to abstain from using the Service for the following:

1. Publishing, disseminating or providing by any other means of data, messages, text, computer files or other materials, which conflict with Bulgarian legislation, applicable foreign laws, these current General Terms and Conditions, Internet ethics or morals, as well as such, which violate the rights of third parties such as:
  - copyright or related rights, trademarks, patent or other intellectual property rights, title of ownership and any other material or moral rights or legitimate legal interests of third parties;
  - representing commercial, personal or professional secrets or other confidential information;
2. Publishing, disseminating or providing of software and other computer files that contain viruses or other risky programs or their components.
3. Publishing or transmitting pornographic and illegal materials.
4. Publishing data, messages, text, computer files or other materials containing threats to the life and physical integrity of an individual, promoting discrimination, preaching fascist, racist or other anti-democratic ideology, the content of which violates human rights or freedoms under the Constitution and laws of the Republic of Bulgaria or international regulations, calling for violent change of the constitutionally established order, committing crimes, etc.
5. For violation of the protection of personal data of third parties or the processing of personal data of third parties, without their consent.
6. The User agrees not to use the Service for sending unsolicited mail - "SPAM", unsolicited commercial messages, illegal advertising, promotional materials. Violation of this requirement is grounds for temporary suspension of the provided Service, of which the Provider notifies the User. In case of repeated action, the Provider has the right to unilaterally terminate the provision of the service without warning.

## VII.TERMINATION OF THE AGREEMENT

Art. 12. The agreement shall be terminated:

- with the expiration of the agreement.

- in case of dissolution and liquidation or declaration of bankruptcy of one of the parties;
- by the parties' mutual agreement in writing;
- given material breach of the agreement's clauses and should compliance not be restored within two weeks after a written request sent to the defaulting party to rectify the breach;
- given objective inability of any of the parties to perform their obligations;
- in case of seizure or sealing of equipment by public authorities.

Art. 13. The Provider has the right to unilaterally terminate the current agreement in its sole discretion, without giving prior notice and without being obliged to pay any compensation, if they establish that the provided services are being used in violation of the Bulgarian legislation.

## VIII. LIABILITY

Art. 14. (1) Should the current agreement be unilaterally terminated by the User before the appointed time, they shall owe to the Provider compensation for damages in the amount due for the remaining period of the agreement.

(2) If the Provider has received the full amount for the term under the agreement, the remuneration paid by the User shall be accepted by the Provider as compensation for the early termination of the agreement.

(3) Should the agreement be unilaterally terminated by the Provider due to the User's failure to observe their obligations under the agreement, the latter shall owe to the Provider compensation for damages in the amount due for the remaining period of the agreement.

Art. 15. If the Provider fails to observe its obligations under the agreement for provision of the Service, the User shall be entitled to receive compensation for damages in the amount due for the remaining period of the agreement.

Art. 16. Regardless of Art. 13 and Art. 14, if the User culpably fails to observe their obligations under the agreement, they shall owe to the Provider compensation for all damages suffered as a direct loss and consequence of the agreement's breach.

Art. 17. The User shall indemnify and relieve the Provider from any responsibility in lawsuits and other third party claims (whether justified or not) for all damages and expenses (including attorney and court fees) arising from or in connection with (1) failure to observe any of the obligations under the agreement, (2) breach of copyright, production and broadcasting rights or any other intellectual or industrial property rights and (3) unlawful transfer of rights granted to the User for the duration and under the provisions of this agreement to third parties.

Art. 18. The Provider shall not be held liable in the event of failure to provide connectivity or operation of the equipment over a period of time due to force majeure, random events, problems with the Internet, technical or other objective reasons, including competent state authorities' orders.

Art. 19. (1) The Provider shall not be held liable for damages caused by the User to third parties.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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. 20. (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. 21 (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. 22. (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. 23. (1) The provider complies with the measures provided for in Regulation (EU) No. 2022/2065 - Digital Services Act ("DSC"). 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. 24. (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

Art. 25. Both parties 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 current agreement.

Art. 26. During the term of the agreement, the parties shall be entitled to agree on new conditions, amendments and supplements by mutual consent and expressed in writing.

Art. 27. The potential annulment of any provision of this agreement shall not invalidate the entire agreement.

Art. 28. All disputes arising from the current agreement or related to it, which cannot be settled amicably and through negotiations between the parties, shall be referred to the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry, pursuant to its Rules for cases based on arbitration agreements, whereas Bulgarian law shall be applicable.

Art. 29. The commercial and civil legislation of the Republic of Bulgaria shall apply to any matter not settled in this agreement and related to its execution and interpretation.

The current General Terms and Conditions shall take effect as regards all Users of the Service 'Virtual Private Server' (VPS) as of **March, 18, 2024**.

- [Former General Terms and Conditions for Virtual Private Servers \(VPS\)](#)  
(Introduced on: May, 17, 2018; Canceled on: March, 18, 2024)