

# General Terms and Conditions for Shared Hosting and WordPress hosting Services

## I. SUBJECT

Art. 1. 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, represented by Mr. Tom Pierre Marie De Bast, Manager, hereinafter the **PROVIDER**, and their customers, hereinafter referred as **USERS** of the provided hosting services, hereinafter referred to as **the Services**.

## II. INFORMATION ABOUT THE PROVIDER

Art. 2. 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

## III. CHARACTERISTICS OF THE SERVICE

Art. 3. The Services, provided by the Provider to the Users includes the following:

1. Provision of free space and server resources 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 administrative panel access for publishing, processing, and administering information, shared within the provided server resources and space;
3. Use of email services;
4. Provision of service parameters, as per the up-to-date subscription plan and parameters;
5. Provision of technical maintenance for the Service, including sending notification e-mails about changes in the service, service improvement offers or adding new features or upgrading to a higher service plan;

Art. 4. (1) The Provider provides and the Users use the Service, pursuant to the parameters of the subscription plan chosen by the Users in its up-to-date parameters applicable at the time of the performance of the contract.

(2) The Provider provides the Service in good faith, within reasonable usage levels, as accepted in practice and among customers. In its Policies, the Provider announces an indicative list of fraudulent use and technical and software limitations with regard to the Service.

(3) Should deviations from the use as per Para. 2 be established, the Provider has the right to temporarily or permanently limit or suspend the provision of the Service.

(4) In case the User is consumer by the meaning of the Consumer Protection Act, the Provider shall provide the service pursuant to the subscription plan especially intended for Consumers. In case the subscription plan does not specify that it is intended for consumers, it shall be considered that the most restrictive and basic plan with lowest price is intended only to consumers by the meaning of the Consumer Protection Act.

(5) User of the Service shall be only natural and legal persons which have concluded a contract with the Provider and would like to use the Service. The Users may be adults and capable natural persons or legal entities, represented by their legal representatives or duly authorized persons. The natural persons-users use the Services for the following:

- personal purposes on basic (lowest specifications and price) subscription plan for the Service, if they are consumers by the meaning of the Consumer Protection Act.
- for its own trade, professional and business activity and declare, that they are not consumers by the meaning of the Consumer Protection Act.

(6) Owner of the account for usage of the Service shall be considered the legal entity which has performed the first payment for the Service, to which is issued invoice for such payment or the natural person for contact, specified in the created profile for usage. Third parties are entitled to perform payments for the price of the subscription plan on behalf of the User but they would not become a party to this agreement and shall not become owners of the account for usage of the Service.

## IV. SERVICE PRICE AND RIGHT OF WITHDRAW

Art. 5. (1) The Provider provides the Service against royalty, to be paid by the Users as per their chosen subscription plan.

(2) Information for the different subscription plans is available at:  
<http://www.superhosting.bg/web-hosting-compare-hosting-plans.php>  
<https://en.superhosting.bg/wp-hosting.php>.

Art. 6. (1) The Users pay the Service Price in advance, at the beginning of each subscription period.

(2) The Provider confirms receipt of payment through activation of the Service.

(3) The User has the right to withdraw from the agreement for the use of the Service and terminate this contract without giving any prior notification or reason within 30 calendar days.

(4) In cases pursuant to Para.3, the Provider refunds the entire amount for the Service to the User.

(5) In cases pursuant to Para.3 the right of withdrawal from an agreement does not apply to services which are being performed by the Provider once and have already been carried out. Such services include: domain registration, website registration in popular portals and search engines, website development, system administration, etc.

(6) In cases pursuant to Para.3, the Provider shall be entitled to deduct from the refund amount the value of all fees and commissions paid by the Provider, which are directly related to the provision of services to the User and the return of the amount it has paid.

(7) In cases pursuant to Para.3, should the Users have received some form of additional benefit associated with tangible and intangible expenses on parts of the Provider, the latter shall be entitled to deduct the value of the respective benefit, as well as all expenses incurred in

connection with the provision of the Service and not included in the description of the Service, from the User's reimbursement amount.

(8) 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

Art. 7. (1) In order to manage and operate the Service, the User shall enter the generated password for remote access.

(2) The password for remote access is generated by the User in the process of creating of the User's profile for using of the Service.

(3) By filling in their details and pressing the buttons for making an order or agreeing with the General Terms and Conditions, the Users declare that they are familiar with these General Terms and Conditions, agree with their content and unconditionally undertake to respect them.

(4) By performing the actions under art.3 the Provider creates a profile of the User and contractual relations between them arise.

(5) The Provider confirms the User's registration by sending an e-mail to the electronic mail address provided by the User to which the data for activation of the Profile for use of the Service shall be sent.

(6) Upon registration, the User is obliged to provide accurate and current data and declare true facts. In case of changes, the User undertakes to promptly update the data stated in their registration.

Art. 8. (1) The Provider provides to the User access to the administrative panel for remote use of the Service.

(2) The Users have the right to manage the Service exclusively through the administrative panel provided by the Provider and after legitimation by their respective user name and password.

(3) The Users are entitled to remote access only to their respective space and resources within the Provider's server infrastructure.

Art. 9. (1) The Users are entitled to share information through recording it within the respective space and resources on a provided by the Provider server connected to the Internet, in accordance with the parameters of the up-to-date subscription plan for the Service.

(2) The Provider ensures the server's connectivity to the Internet and the technical equipment's reliability within the parameters of the up-to-date subscription plan for the Service.

(3) The Users are entitled to record information on their respective space and use the resources within the Provider's server infrastructure through the use of specialized software, so long as this does not disrupt the server's functioning and security and these General Terms and Conditions.

Art. 10. (1) The Provider provides to the Users the option of using a private e-mail service within the parameters of the up-to-date subscription plan.

(2) The Users are entitled to use the e-mail service within the parameters of their up-to-date subscription plan.

Art. 11. (1) The Users are entitled to use the Services in good faith and pursuant to the common purpose of the Services, in compliance with these General Terms and Conditions and within the parameters of the up-to-date subscription plan.

(2) When using the Services, the Users are restricted from using software, scripts, programming languages or other technologies that may create difficulties for other customers in using the Services.

(3) The Users shall use technologies and develop their sites in a way that is in accordance with the modern requirements for security, functionality, restrictions for granting of hosting resources to third parties and efficiency. Sites developed by the Users using the Services should not create server load, which exceeds the normal and adopted in practice consumption levels of the Shared Hosting Service pursuant to the up-to date subscription plan for the Service.

(4) The Users are restricted from using the Service for creating and providing Internet games. Internet game within the meaning of this article does not include organizing promotions, quizzes and other activities of the kind.

(5) The Users do not have the right to use the Service for creating a "proxy" and initiating resident programs.

(6) The Users are restricted from using the Services for the following:

- 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;
- Publishing, disseminating or providing of software and other computer files that contain viruses or other risky programs or their components.
- Publishing or transmitting pornographic and illegal content.
- Publishing data, messages, text, computer files or other materials containing threats to the life and physical integrity of an individual, promoting discrimination, terrorism, preaching fascist, racist or other anti-democratic ideologies, 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.
- For sharing or resale of the whole or parts of the Service or the server's resources to third parties, including though the functions for adding domains.
- For violating the protection of personal data of third parties or the processing of personal data of third parties, without their consent

(7) The Users agree not to use the Service for sending out unwanted mail - "SPAM", unsolicited commercial messages, illegal advertising, promotional materials The violation of this condition may result in suspension of the provided Services, for which the Provider shall inform the Users. In case of repeated violations, the Provider has the right to unilaterally terminate the provision of Services without prior notice.

Art. 12. (1) The Users shall be obliged not to use the Service for the provision of hosting services to third parties or reselling of server hosting resources, including by use of the function for accessory domains to an existing hosting plan for the Service. The Users shall be entitled to use

the Service for providing of hosting services to companies in which they have direct participation in the capital or to which they are legal representatives.

(2) The Provider shall be entitled to constant reviews for compliance with the obligation under para.1 and to by its own sole discretion and without prior notice undertake proper measures for removal of violations, including by a change of the Subscription plan, restriction or suspension the provision of the Service, as well as by separating the sites into independent accounts.

*(The Users have the right to use the Service for providing hosting services or reselling server resources to third parties according to our Reseller and Affiliate terms of service, available at Provider's web site address: <https://www.superhosting.bg/web-hosting-page-resellers.php>)*

Art. 13. (1) The Users shall ensure their own equipment, allowing them to access and manage the Services.

(2) The hosting Services of the Provider do not include the provision of a domain name within the up-to-date subscription plan, unless the respective hosting service does not explicitly include the provision of a domain name

Art. 14. (1) In order to improve quality of the Services, performed maintenance, troubleshooting and other related activities, the Provider is entitled to temporarily restrict or suspend the Services.

(2) In cases under Para.1, the Provider is obligated to timely restore the provision of the Services, after circumstances which led to its suspension have been resolved.

Art. 15. The Provider provides technical maintenance to the Users of the Services, as per their up-to-date subscription plan.

Art. 16. (1) The Provider shall undertake measures to protect the User's personal data, pursuant to the Law for Protection of Personal Data.

(2) For security reasons as regards the User's personal data, the Provider shall send data only to the e-mail address, that has been specified by the Users at the time of registration.

Art. 17. (1) At any given time before, during or after the provision of the Services the Provider is entitled to require from the Users to identify themselves and to verify the authenticity of personal data and any of the circumstances declared during the registration.

(2) If for any reason the Users have lost or forgotten their username and password, the Provider is entitled to apply the published "Procedure for lost or forgotten names and passwords", available at <http://www.superhosting.bg/web-hosting-page-terms-and-agreements-password.php>.

## VI. AMENDMENTS AND ACCESS TO THE GENERAL TERMS AND CONDITIONS

Art. 18. (1) The current General Terms and Conditions may be amended by the Provider, for which the latter shall notify all users of the service in an appropriate way.

(2) The Provider and the Users agree that any supplement or amendment of these General Terms and Conditions shall apply to the Users after explicit notification from the Provider and in case the Users do not reject them within the provided 14 days.

(3) The Users agree that all statements by the Provider in relation to the amendment of these General Terms and Conditions shall be sent to the e-mail address, specified by the User during the registration process for the use of the Service. The User agrees that emails sent under this article do not need to be signed via electronic signature in order to affect them.

(4) In case of expiry of the term of the up-to-date subscription plan of the Service the payment of services for a subsequent period by the Users shall be considered as a renewal of the Contract under the current General Terms and Conditions.

Art. 19. The Provider publishes the current General Terms and Conditions at <http://www.superhosting.bg/web-hosting-page-terms-and-agreements.php>, together with all supplements and amendments to them.

## VII. TERMINATION

Art. 20. The current agreement for provision of the Services shall be terminated:

- with the expiration of the agreement, as per the term of the User's subscription plan. In this case, the current General Terms and Conditions shall continue to apply as regards other Services used by the User, for which the term of paid subscription has not yet expired.
- in case of dissolution and liquidation or declaration of bankruptcy of one of the parties;
- given objective inability of any of the parties to perform their obligations;
- by the parties' mutual agreement in writing;
- in case of seizure or sealing of equipment by public authorities;
- in cases under Art. 11, Para. 6 of these General Terms and Conditions by a unilateral notification by the Provider, including via e-mail;

Art. 21. The Provider is entitled to unilaterally terminate the 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 these current General Terms and Conditions, the Provider's Policies, the Bulgarian legislation, conventional moral norms or rules for the use of the Shared Hosting Service.

## VIII. LIABILITY

Art. 22 (1) Should the Users terminate this agreement early, outside the hypothesis of exercising the right of withdrawal pursuant to Art. 50 of the Consumer Protection Act or the right of withdrawal under Art. 6, Para. 3 of these General Terms and Conditions, they shall pay 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. 23. If the User fails to observe their obligations under the agreement for provision of the Service, the Provider is entitled to receive compensation for damages in the amount due for the remaining period of the agreement.

Art. 24. (1) In case of receipt of a third party complaint about the use of the Service in violation of legal provisions, moral rules or the provisions of these General Terms and Conditions, the parties agree that the Provider may temporarily restrict the Service or access to the User's information until the case is resolved.

(2) The Provider is not liable for damages and lost profits resulting from the suspension of the User's sites or other communication services, effected by virtue of an official act or order issued by a public authority.

Art. 25. 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 their 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. 26. 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. 27. (1) The Provider shall not be held liable for damages caused by the User to third parties.

(2) The Provider shall not be held liable for pecuniary or non-pecuniary damages in terms of lost profits or damages caused to the User in the process of use or non-use of the Service.

(3) The Provider shall not be held liable for the time during which the Service has not been provided to the User as per Art. 24.

(4) The Provider shall not be held liable for damages to the Users in case of restriction of the Service or a change to another Subscription plan as a result of violation of the obligation for not providing of hosting and server resources to third parties.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(10) 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.

Art. 28. (1) The Provider shall not be held liable in cases of breach of security measures of the technical equipment, through which the service is being provided, which resulted in loss of information, dissemination of information, access to information, restricting access to

information, changes to information published on the User's sites and other similar consequences.

(2) The Provider shall not be held liable in cases of providing access to information, loss or alteration of data or parameters of the Service, including with regard to the transfer of accounts or domains to a third party as a consequence of fake identification of a third person pretending to be the User, if from the circumstances it can be assumed that this person is the User.

## IX. FORCE MAJEURE

Art. 29. (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. 30 (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. 31. (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. 32. (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. 33. (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. 34. (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 agreement'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.

Art. 35. 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.

Art. 36. The potential annulment of any provision of these General Terms and Conditions shall not invalidate the entire agreement.

Art. 37. (1) The Users are entitled to refer all disputes with the Provider arising from the performance of this contract to the Alternative Dispute Resolution platform, available at <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>.

(2) All disputes arising from the current General 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 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. In case the Users are consumers within the meaning of the Consumer Protection Act, they shall be entitled to refer the dispute to the competent Bulgarian courts.

(3) The User accepts that in case of dispute with third parties regarding the use of the Services the Provider shall apply its [Dispute Resolution Policy](#) and the final decision shall be obligatory for the User, third party and the Provider.

Art. 38. 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.

Art. 39. The current General Terms and Conditions shall take effect for all Users as of **(March 18, 2024)**

Art. 40. The Policies for the use of the Shared Hosting and WordPress Hosting services are published on: [Policies](#)

• [Former General Terms and Conditions for Shared Hosting Services](#)  
(Introduced on: May, 17, 2018; Canceled on: March, 18, 2024)

Appendix № 1

**Standard Form for Exercising the Right of Withdrawal from the Agreement:**  
*(complete and return this form only if you wish to cancel your agreement)*

– To SuperHosting.BG Ltd, Sofia, Dstr. Iztok, Blvd. Dr. G.M. Dimitrov № 36; UIN 131449987, email: esales@superhosting.bg, tel.: 0700 45 800, 02 81 08 999:

– I/we\* hereby inform you that I/we\* withdraw from the agreement concluded between us with regard to the provision of the following service: \*

– Ordered on\*/received on\*

– Customer name/s

– Customer address

– Customer signature/s (only if the present form is in hard copy)

– Date

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\* *Delete as appropriate.*

## Appendix № 2

### **Information about Exercising the Right of Withdrawal from an Agreement:**

Standard instructions for a withdrawal:

I. Right of withdrawal from a distance or off-premises agreement.

II. You have the right to withdraw from this agreement without giving any reasons within 30 days.

III. The withdrawal period is 30 days from the date on which the agreement was concluded. In order to exercise your right of withdrawal, you need to notify us (SuperHosting.BG Ltd, Sofia, Dstr. Iztok, Blvd. Dr. G.M. Dimitrov № 36; UIN 131449987, email: esales@superhosting.bg, tel: +359 2 81 08 999, also about your decision to withdraw from the agreement through a unequivocal statement (e.g. written letter sent via registered mail, fax or email). You may use the attached standard withdrawal form, but it is not obligatory. You may also fill out and submit the standard withdrawal form or any other unequivocal statement electronically, via our website ([www.superhosting.bg](http://www.superhosting.bg)). If you opt for the above, we shall immediately notify you via a durable medium (e.g. by email), confirming receipt of the withdrawal. In order to meet the deadline for withdrawal, it is enough to send your communication about exercising your right of withdrawal prior to the expiration of said deadline.

IV. Act of withdrawal.

Should you opt to withdraw from this agreement, we shall reimburse all payments we received from you, including costs of delivery (excluding additional expenses associated with your selected way of delivery, differing from the least expensive standard delivery offered by us), without undue delay and in any event, no later than 14 days from the date on which we were notified about your decision to withdraw from this agreement. We shall carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you explicitly agree to another method of payment; in any event, such reimbursement shall not result in additional expense for you. In the event that the User has received any commodities under the agreement, we expect them to send or return to us such commodities without undue delay and in any case, no later than 14 days from the date on which you notified us about your decision to withdraw from this agreement.

The deadline is met, if you send back the respective commodities before the expiration of the 14-day period. With regard to agreements for provision of services - If you have requested the provision of services to begin during the withdrawal period, you shall pay us an amount, proportionate to the services provided up until the moment you informed us that you have opted to exercise your right of withdrawal from this agreement as compared to the total amount under the agreement.

Completion Instructions:

1. Fill in one of the following quotes:

a) with regard to contracts for services or supply of water, gas or electricity, when they are not offered for sale, packaged in limited volume and in set quantity, as well as central heating or digital content, not provided on a tangible medium: "the date on which the agreement was concluded.";

b) with regard to sales contracts: "the date on which you or a third party, other than the carrier and indicated by you, took possession of the commodities.";

c) with regard to contracts under which the customer has set one order for many goods delivered separately: "the date on which you or a third party, other than the carrier and indicated by you, took possession of the last commodity.";

d) with regard to contracts under which the delivered goods consist of multiple batches or pieces: "the date on which you or a third party, other than the carrier and indicated by you, took possession of the last batch or piece.";

e) with regard to contracts for the regular supply of goods within a certain period of time: "the date on which you or a third party, other than the carrier and indicated by you, took possession of the first commodity.";

2. Fill in your name, geographical address and, if available, your telephone number, fax number and email address.

3. If you allow consumers to electronically fill in and submit information about their withdrawal from an agreement on your website, fill in the following:

"You may also fill out and submit the standard withdrawal form or any other unequivocal statement electronically, via our website (fill in the internet address). If you opt for the above, we shall immediately notify you via a durable medium (e.g. by email), confirming receipt of the withdrawal."

4. With regard to sales contracts, in which you have not offered to collect the goods in case of withdrawal, fill in the following:

"We may delay reimbursing the payments until the return of the commodities or until you present proof that you have sent them back to us, depending on whichever of the two occurs earlier."

5. If the customer has received commodities under the agreement:

(a) include either:

- "We shall collect the commodities", or

- "We expect you to send or return such commodities to us or to ... (include the name and geographical address) without undue delay and in any case, no later than 14 days from the date on which you notified us about your decision to withdraw from this agreement. The deadline is met, if you send back the respective commodities before the expiration of the 14-day period.";

(b) include:

- "We shall bear all costs for returning the commodities.";

- "You shall bear all direct costs related to the return of the commodities.";

- if under a distance contract you do not offer to bear the cost for returning the commodities and, given their nature, such commodities cannot be returned in a conventional manner by mail: "You shall bear the direct costs related to the return of the commodities, amounting to \_\_\_\_\_ EUR (insert amount).", or if the costs related to the return of the commodities cannot be reasonably calculated in advance: "You shall bear all direct costs related to the return of the commodities. Such costs are not expected to exceed approximately \_\_\_\_\_ EUR (insert the amount).",

or

- if under an off-premises contract the nature of the commodities does not allow their return in a conventional manner by mail and if they were delivered to the consumer's home at the time of concluding the contract: "We shall collect the commodities at our own expense.", and

(c) include: "You are liable only with regard to the reduced value of the commodities as a result of testing them in a way different from what is necessary to establish their nature, characteristics and good performance."

6. With regard to contracts for provision of services or supply of water, gas or electricity, when they are not offered for sale, packaged in limited volume and in set quantity, as well as central heating, include the following:

"If you have requested the provision of services or supply of water/gas/electricity/central heating (delete as appropriate) to begin during the withdrawal period, you shall pay us an amount, proportionate to the services provided up until the moment you informed us that you have opted to exercise your right of withdrawal from this agreement, as compared to the total amount under the agreement.