

# General Terms and Conditions for “GDPR Protect” service

## 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. Konstantin-Kiril Gaidov, Manager, hereinafter the **PROVIDER**, and their customers, hereinafter referred as **USERS** of the provided “GDPR Protect” services, hereinafter referred to as **the Service**.

## 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 service on the Web, adopted by the Commission for Consumer Protection and the Bulgarian Web Association.

## III. CHARACTERISTICS OF THE SERVICE

Art. 3. (1) The "GDPR Protect" service, enables Users to manage a set of technological tools through self-service, allowing them to generate legal documents based on the data entered by Users regarding their online activities (e.g., website, mobile application, etc.).

(2) During the document generation process, Users are responsible for selecting the appropriate options for their field of activity and ensuring that the generated documents comply with all applicable legal regulations.

(3) Any instructions or explanations within the service’s control panel are solely intended to assist Users in using the service and do not contain user-specific information.

(4) The "GDPR Protect" service is developed by iubenda s.r.l. ([iubenda.com](http://iubenda.com)) and operates on infrastructure external to the Provider.

(5) The "GDPR Protect" service should not be considered or used as a substitute for legal advice from a professional or expert. The Provider assumes no responsibility for the compliance of the generated legal documents or provided functionalities with applicable legislation.

## IV. SERVICE PRICE

Art. 4. 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: <https://www.superhosting.bg/gdpr-protect-iubenda.php>.

Art. 5. (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 service which are being performed by the Provider once and have already been carried out. Such service 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 service 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 service that the Provider uses from service providers .

## V. PROVISION OF THE SERVICE

Art. 7 (1) By entering their data and clicking on the buttons "Yes, I agree", "I have read the Terms of Service and agree to all of them" or "Checkout" the User declares that they are familiar with these terms and conditions, agree with their content, and unconditionally commit to comply with them.

(2) The Provider confirms the receipt of payment by activating the Service and sending an email to the User. The Provider also confirms, via email, the conclusion of the contract with the User for the use of the Service in accordance with the chosen subscription plan. Contracts for the use of individual Services are concluded by clicking the "Checkout" button in the User's client cart.

(3) These terms and conditions take effect from the date of activation of the service and remain in force throughout the entire period of service usage by the User.

(4) The "GDPR Protect" Service is provided for one website associated with a specific URL address.

If the Users wish to use the "GDPR Protect" Service for more than one website, they must buy additional subscriptions for this Service or contact the Provider for the selection of an appropriate plan.

(5) The Users are not entitled to use the Service to provide legal services or GDPR compliance services to third parties, including the preparation of GDPR compliance documents for third parties.

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

(2) The User is entitled to manage the Service solely through the administrative panel provided by the Provider.

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

Art. 9. (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. 10. 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. 11. 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. 12. 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 "GDPR Protect" Service.

## VIII. LIABILITY

Art. 13 (1) In the event that the User terminates this agreement early, the User shall owe the Provider a penalty in the amount of the remuneration 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. 14. 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. 15. (1) In case of a complaint from a third party regarding 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 has the right to temporarily restrict the provision of the service or access to the User's information until the matter is clarified.

Art. 16. 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. 17. 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. 18. (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 Users 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. 19. (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.

Art. 20 (1) The Provider shall not be held liable for changes to the Service that are made unilaterally by the developer (iubenda.com). Such changes may include modifications to the Service or automatically updating documents on the User's website, depending on the selected subscription plan.

(2) The Users are responsible for the settings used in the Service and have the right to update them as needed through the provided administrative panel.

(3) The Provider offers the Service, which is used by the Users in accordance with the parameters of the respective subscription plan chosen by the Users. These parameters are measured and recorded by the developer (iubenda.com).

(4) In order to enhance the quality of the Service, conduct maintenance, eliminate faults, and carry out other related activities, the Provider has the right to temporarily restrict or suspend the provision of the Service.

(5) The Provider shall not be held liable for temporary planned or unplanned interruptions in the operation of the website if they are caused by the Service developer (iubenda.com) or the User.

## IX. FORCE MAJEURE

Art. 21. (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. 22 (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. 23. (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. 24. (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: [dsa@superhosting.bg](mailto:dsa@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. 25. (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. 26. (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. 27. 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. 28. The potential annulment of any provision of these General Terms and Conditions shall not invalidate the entire agreement.

Art. 29. (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. 30. 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. 31. The current General Terms and Conditions shall take effect for all Users as of **(November 04,2024)**