Acceptable Use Policy

Art. 1. These acceptable use policies form an integral part of the Terms of Service.

A. SHARED AND WORDPRESS HOSTING

I. SERVICE FEATURES

Art. 2. Information on the different subscription plans for the shared and WordPress hosting service is available at:

http://www.superhosting.bg/web-hosting-compare-hosting-plans.php http://www.superhosting.bg/wp-hosting.php

II. CONTENT HOSTING

Art. 3. The installation of the following is not allowed for the shared and WordPress hosting service:

- 1. BitTorrent trackers;
- 2. BitTorrent clients;
- 3. Online games, as the term "online game" refers to a game that has to use a server resource to function and may not be played if the participant is not connected to the server;
- 4. Proxy servers, as well as any other traffic relay/manipulation software;
- File sharing and download sites and all kinds of sites related to p2p (peer to peer) activities (e.g. rapidshare.com, depositfiles.com, megaupload.com, etc.);
- 6. Cryptocurrency software (mine cryptocurrency), such as Bitcoin, Litecoin, etc.

Art. 4. Launching of background processes, such as IRC servers, bots, vulnerability scanners, Trojan horses, shells, etc., is not allowed.

Art. 5. Launching of programs that open a given port and expect incoming network connections is not allowed.

III. RIGHTS AND OBLIGATIONS

Art. 6. User shall understand and agree that Provider shall be entitled to decide which actions and applications installed represent acceptable use policy violations, as well as to take respective measures to eliminate such violations.

Art. 7. Provider shall be entitled to ban the use and launch of a specific software or script hosted on a User account or to forbid access to the Service for certain IP addresses or use of certain network ports., if the Provider considers there is a potential security risk and/or interference in the server's normal equipment functioning.

Art. 8. User shall understand and agree that Provider shall be entitled to delete (terminate) any account violating acceptable use policy if User fails to take measures to eliminate such violation within the term specified by the Provider, as in such case,

the Provider shall not be held liable for any loss of data on the part of the User. Art. 9. User shall be entitled to request Provider's decision on acceptable use policy violation to be reconsidered only once for the particular type of violation. Art. 9a. In the control panel, User shall not be entitled to add or configure any domains that they have no right to use, control, and manage.

IV. LIMITS

Of bandwidth usage

Art. 10. User's monthly bandwidth is limited in compliance with the hosting plan used. In case the bandwidth used reaches the limit before the end of the month, the account shall be automatically suspended until the first day of the following month. Art. 11. Bandwidth that is not used within a month shall not be transferred to the following month.

For email use

Art. 12(1). User shall be entitled to send up to 350 emails within one hour.

(2). User shall be entitled to send up to 50,000 emails within one week.

Art. 13. User shall agree not to use the services provided to them by the Provider to send unsolicited bulk emails (i.e., SPAM). The violation of this condition shall result in temporary service suspension until the liability for the violation is clarified.

Art. 14. In case of a repeated violation of Art. 12 of these acceptable use policies, Provider shall be entitled to unilaterally suspend service provision without any notice. Art. 15. When a violation under Art. 12 is detected and it is proven that User is not at fault, in the cases of unauthorized access to the account or break-in to the scripts/web applications used by the User, Provider shall temporarily suspend the service and shall inform User on that fact. User shall be obliged to take immediate actions to eliminate such violation. In case User fails to take any actions within one month as of the time notification was sent, Provider shall be entitled to unilaterally suspend service provision without any notice.

Art. 16. Provider shall be entitled to delete, without any warning, all emails marked as SPAM that are older than one month and are located in email boxes belonging to the User.

For CPU time used

Art. 17. The maximum CPU time allowed that software applications hosted on the User account may use for their functioning shall be determined depending on the hosting plan used:

- 1. For the 'SuperStart' hosting plan up to900 minutes of 0,5 CPU cores per month
- 2. For the 'SuperPro' hosting plan up to 3300 minutes of 1,2 CPU cores per month
- 3. For the 'SuperHosting' hosting plan up to 4800 minutes of 1,8 CPU cores per month

- 4. For the 'SuperHosting+' hosting plan up to 8400 minutes of 1,8 CPU cores per month
- 5. For Reseller Hosting Plans up to 900 minutes of 0,5 CPU cores per month for each customer account hosted on the reseller account. Time may not be shared among customer accounts.

Accounting for the CPU time used consists of summing up the time used for script and application processing and the time used by the database (MySQL).

The minutes that are not used within the month will not be transferred to the next month.

Measures in case the used CPU time limit is exceeded

Art. 18. In case specified limits are exceeded, Provider shall inform the User to take the necessary actions to optimize applications hosted on their account; Provider shall give the User statistics reflecting the exact CPU time used by the account. Provider shall provide User with a term in which the latter must take necessary measures so that their applications would stop exceeding specified limits.

Art. 19. If, after the term indicated to the User, their applications still continue to exceed specified limits by more than 10%, Provider shall be entitled to suspend or limit service usage.

Art. 20. In case applications hosted on User's account exceed the limits specified by more than 10% within 1 hour, Provider shall be entitled to temporarily suspend or limit service usage without being obliged to warn User.

MySQL and MSSQL server usage limit

Art. 21. User shall be entitled to use database resources in a manner not interfering with server equipment performance.

Art. 21a. The maximum number of queries to SQL server allowed per one hosting account is 100,000 queries within one hour.

Art. 22. When a violation is found, Provider shall inform the User that they must take the necessary steps to optimize or remove problem queries to the database.

Art. 23. In case User fails to take any measures to eliminate the violation within one month as of the time when notification was sent, Provider shall be entitled to unilaterally suspend or limit service provision.

Art. 24. User shall not be able to host a database larger than 1GB of disk space and/or containing more than 1,000 tables.

Simultaneous HTTP connections limit

Art. 25. Applications hosted on User account may use up to 100 simultaneous HTTP connections to their site/subdomains/addon domains.

Art. 26. User shall not be entitled to use their account to serve content to websites hosted outside the respective account.

Art. 27. When any violations under Art. 24 and Art. 25 are determined, Provider shall be entitled to unilaterally suspend or limit service provision.

Cron jobs

Art. 28. User shall not be entitled to set up cron jobs that are executed at intervals shorter than 15 minutes.

Other scripts, processes, and software applications

Art. 29. Provider shall reserve the right to temporarily suspend service provision for users whose applications cause overload or other events, interfering with the usual functioning of the Provider's server equipment.

Art. 30. User shall not be able to start more than 20 (twenty) simultaneously running processes.

Other limits

Art. 31. User shall not be entitled to host in their account space backup copies of said account that are older than 1 month.

Art. 32. Each week, Provider shall make several backups of the accounts hosted on their shared and WordPress hosting servers. These backups shall be for internal use only. Some file types are excluded from the backup. Such files are, for example (but not limited to), .iso; .ace; .arj; .avi; .bak; .bin; .bz; .bz2; .cab; .car; .cbr; .ccd; .cdr; .cue; .drw; .exe; .flv; .gz; .gzip; .img; .jar; .jmy; .lbs; .md; .mid; .midi; .mov; .mp2; .mp3; .mp4; .mpa; .mpeg; .mpg; .nrg; .pae; .pak; .psb; .psd; .r00; .r01; .r02; .r03; .ram; .rar; .rm; .rmf; .sea; .sub; .tar; .tar.gz; .tgz; .vob; .wad; .wav; .wave; .wma; .wmv; and .zip.

Art. 33. User shall not be able to host files exceeding 500MB on a hosting account, as well as files of the following types: .iso; .avi; .cue; .bin; .nrg, as well as DVD/CD images and other digital media.

Art. 34. By purchasing services from Provider, including backup services, User shall agree to maintain their own backup set, independent of those maintained by Provider. Art. 35. In case Provider provides User with backup data, they shall be raw data type, and User shall have to further process them so as to make them usable and able to be processed.

Art. 36. User shall be obliged to organize account/s in such way that neither they, nor any of the visitors of sites hosted on accounts administered by User, shall use resources that greatly exceed the average usage of the respective resource used by the other users of the same or similar service.

Art. 37. Remote access to MySQL and MSSQL shall be provided only for database administration. It may not be used by applications functioning on computer systems other than the one where the respective database is hosted. In case a violation under this Article is established, Provider shall be entitled to unilaterally suspend service provision without any notice.

Art. 38. Applications hosted on User account can use the operating memory (RAM) in accordance with the limit set according to the parameters of the <u>respective hosting</u> <u>plan</u>.

(2) The maximum number of inodes (files, directories, etc.) allowed, which User may host on a hosting account shall be determined depending on the hosting plan used, as

follow:

- for the 'SuperStart' hosting plan up to 90 000 files and directories
- for the 'SuperPro' hosting plan 180 000 files and directories
- for the 'SuperHosting' hosting plan up to 270 000 files and directories
- for the 'SuperHosting+' hosting plan up to 350 000 files and directories

– for reseller hosting plans – up to 60 000 files and directories for each customer account hosted on a reseller account.

Art. 38b. When the maximum allowed number of files and directories in an account is reached, Provider shall inform User that they must take necessary actions to reduce them to the limit allowed. Provider shall provide User with a term in which the latter must take necessary measures so that the number of files and directories is not exceeding the limits specified.

Art. 38c. In case that after the term specified by the Provider, the number of files and directories in User account still exceeds specified limits, Provider shall be entitled to suspend or limit service usage and/or suspend account content backup (backup copy) generation.

B. VIRTUAL SERVER

I. SERVICE FEATURES

Art. 39. Information on the different virtual server configurations is available at: http://www.superhosting.bg/web-hosting-page-servers-vps.php.

II. DEFINITION

VPS – Virtual Private Server or just Virtual Server represents a technology for division of one physical server into several logical (virtual) servers in such manner, that, in view of the logical (virtual) servers, the virtual server represents a completely independent (server) with strictly determined hardware parameters.

III. CONTENT HOSTING

Art. 40. With the virtual server service the following may not be hosted:

- 1. BitTorrent clients;
- 2. Proxy servers, as well as any other traffic relay/manipulation software;
- 3. File sharing and download sites and all kinds of sites, related to p2p (peer to peer) activities, e.g. rapidshare.com, depositfiles.com, megaupload.com, etc.;
- 4. Cryptocurrency software (mine cryptocurrency), such as Bitcoin, Litecoin, etc.

IV. RIGHTS AND OBLIGATIONS

Art. 41. User shall agree that Provider shall be entitled to decide which actions and applications installed represent acceptable use policy violation, as well as to take the respective measures to eliminate such violation.

Art. 42. Provider shall be entitled to ban the use and launch of a specific software or script hosted on a User account or to forbid access to the Service for certain IP

addresses or use of certain network ports., if the Provider considers there is a potential security risk and/or interference in the server's normal equipment functioning.

Art. 43. (1) The User understands and agrees that the Provider can delete (terminate) any content which violates the acceptable use policies if the User doesn't take measures to remove the violation in term set by the Provider and the Provider is not responsible for user's data loss.

(2) By buying a VPS (Virtual Private Server) service the User agrees that he will keep his own backups, because the Provider doesn't provide with such.

(3) The User can request (order) from the Provider an option for partly or full VPS content backup, which is activated after an additional payment.

(4) Activation price for the option of full or partly backup is available here: <u>en.superhosting.bg/web-hosting-page-servers-vps.php</u>

Art. 44. User shall be entitled to request Provider's decision on acceptable use policy violation to be reconsidered only once for the particular type of violation.

V. LIMITS

Limit of bandwidth usage

Art. 45. Internet line usage capacity (mbps) is not limited in terms of bandwidth. Art. 46. In case of Internet capacity deficiency User may shift to a plan, providing a larger capacity or ask the Provider for an increase of the capacity in their current plan by paying for the additionally provided resource.

Email usage limits

Art. 47. User shall agree not to use the services provided to them by the Provider to send unsolicited bulk emails (i.e., SPAM). The violation of this condition shall result in temporary Service suspension until the liability for the violation is clarified.

Art. 48. In case of a repeated violation of these acceptable use policies under the previous Article Provider shall be entitled to unilaterally suspend Service provision without any notice.

Art. 49. When a violation under Art. 41 is detected and it is proven that User is not at fault, in the cases of unauthorized access to the account or break into the scripts/web applications used by the User, Provider shall temporarily suspend the Service and shall inform User on that fact. User shall be obliged to take immediate actions to eliminate such violation. In case User fails to take any actions within one month as of the time notification was sent, Provider shall be entitled to unilaterally suspend Service provision without any notice.

Script, process and software application-related limits

Art. 50. Provider shall reserve the right to temporarily suspend service provision for users whose applications cause overload or other events, interfering with the usual functioning of the Provider's server equipment.

C. DEDICATED SERVER

I. SERVICE FEATURES

Art. 51. Information on the different dedicated servers is available at: http://www.superhosting.bg/web-hosting-page-servers-dedicated.php.

II. DEFINITION

Art. 52. A dedicated server is an individually separated computer configuration which is provided to User, as the latter shall be entitled to use the whole hardware and software resource of the server.

III. CONTENT HOSTING

Art. 53. With the dedicated server service the following may not be hosted:

- 1. BitTorrent clients;
- 2. Proxy servers, as well as any other traffic relay/manipulation software;
- 3. File sharing and download sites and all kinds of sites related to p2p (peer to peer) activities (e.g. rapidshare.com, depositfiles.com, megaupload.com, etc.);

IV. RIGHTS AND OBLIGATIONS

Art. 54. User shall agree that Provider shall be entitled to decide which actions and applications installed on the server represent a violation to the acceptable use policy, as well as to take the respective measures to eliminate such violation.

Art. 55. User shall not be entitled to use or authorize third persons with the right to use equipment, hosted in Provider's network in order to initiate and perform attacks and malicious actions directed to any other computer system, connected to the Internet.

Art. 56. In case a violation under the previous Article is established, Provider shall be entitled to temporarily suspend service provision until the problem is eliminated, as they shall duly inform User on that fact.

Art. 57. User shall be obliged to take measures to eliminate the violation within one month after they have received the notification.

Art. 58. (1) The User understands and agrees that the Provider can delete (terminate) any content which violates the acceptable use policies if the User doesn't take measures to remove the violation in term set by the Provider and the Provider is not responsible for user's data loss.

(2) By buying the service Dedicated Server, the User agrees that he will keep his own backups, because the Provider doesn't provide with such.

(3) The User can request (order) from the Provider an option for partly or full Dedicated Server content backup, which is activated after an additional payment.

(4) Activation price for the option of full or partly backup is available here: en.superhosting.bg/web-hosting-page-servers-dedicated.php

Art. 59. User shall be entitled to request Provider's decision on acceptable use policy violation to be reconsidered only once for the particular type of violation.

V. LIMITS

Limit of bandwidth usage

Art. 60. Internet line usage capacity (Mbps) is not limited in terms of bandwidth. Art. 61. In case of Internet capacity deficiency User may shift to a plan, providing a larger capacity or ask the Provider for an increase of the capacity in their current plan by paying for the additionally provided resource.

Email usage limits

Art. 62. User shall agree not to use the services provided to them by the Provider to send unsolicited bulk emails (i.e., SPAM). The violation of this condition shall result in temporary Service suspension until the liability for the violation is clarified. Art. 63. In case of a repeated violation of these acceptable use policies under the previous Article Provider shall be entitled to unilaterally suspend Service provision without any notice.

Art. 64. When a violation under Art. 54 is detected and it is proven that User is not at fault, in the cases of unauthorized access to the account or break into the scripts/web applications used by the User, Provider shall temporarily suspend the Service and shall inform User on that fact. User shall be obliged to take immediate actions to eliminate such violation. In case User fails to take any actions within one month as of the time notification was sent, Provider shall be entitled to unilaterally suspend Service provision without any notice.

D. Managed VPS

I. SERVICE FEATURES

Art. 65. Information on the different virtual server configurations is available at: http://www.superhosting.bg/web-hosting-common-managed-vps.php.

II. DEFINITION

Managed Virtual Private Server represents a technology for division of one physical server into several logical (virtual) servers in such manner, that, in view of the logical (virtual) servers, the virtual server represents a completely independent (server) with strictly determined hardware parameters.

III. CONTENT HOSTING

Art. 66. With the virtual server service the following may not be hosted:

- 1. BitTorrent clients;
- 2. Proxy servers, as well as any other traffic relay/manipulation software;
- 3. File sharing and download sites and all kinds of sites, related to p2p (peer to peer) activities, e.g. rapidshare.com, depositfiles.com, megaupload.com, etc.;

4. Cryptocurrency software (mine cryptocurrency), such as Bitcoin, Litecoin, etc.

IV. RIGHTS AND OBLIGATIONS

Art. 67. User shall agree that Provider shall be entitled to decide which actions and applications installed represent acceptable use policy violation, as well as to take the respective measures to eliminate such violations.

Art. 68. If the Provider considers there are potential security risks and/or interference in the server equipment functioning, Provider shall be entitled to ban the use and launch of a specific software or script hosted on a User account.

Art. 69. Provider shall be entitled to ban the use and launch of a specific software or script hosted on a User account or to forbid access to the Service for certain IP addresses or use of certain network ports., if the Provider considers there is a potential security risk and/or interference in the server's normal equipment functioning.

Art. 70. User shall be entitled to request Provider's decision on acceptable use policy violation to be reconsidered only once for the particular type of violation.

V. LIMITS

Internet usage limit

Art. 71. Internet line usage capacity (mbps) of the User is limited based on the plan used.

Art. 71a. In case of Internet capacity deficiency User may shift to a plan, providing a larger capacity or ask the Provider for an increase of the capacity in their current plan by paying for the additionally provided resource.

Email usage limits

Art. 72. User shall agree not to use the services provided to them by the Provider to send unsolicited bulk emails (i.e., SPAM). The violation of this condition shall result in temporary service limitation until the liability for the violation is clarified.

Art. 73. In case of a repeated violation of these acceptable use policies under the previous Article Provider shall be entitled to unilaterally suspend Service provision without any notice.

Art. 74. When a violation under Art. 67 is detected and it is proven that User is not at fault, in the cases of unauthorized access to the account or break into the scripts and web applications used by the User, Provider shall temporarily suspend the service and shall inform User of that fact. User shall be obliged in turn to take immediate actions to eliminate the violation. In case User fails to take any actions within one month as of the time notification was sent, Provider shall be entitled to unilaterally suspend service provision without any notice.

Script, process and software application-related limits

Art. 75. Provider shall reserve the right to temporarily suspend Service provision for applications that cause overload or other events, interfering with the usual functioning

of the Provider's server equipment.

Disk operation limit

Art. 76. Upon Managed Virtual Private Server Service usage, applications hosted on the server may generate up to 65 million input/output disk operations (IOPS) per month. Input/output disk operations (IOPS) that are additionally realized above this number of 65 million within a month must be paid by User at the price specified by Provider, information of which is available at: <u>http://www.superhosting.bg/web-hosting.common-managed-vps.php</u>

Art. 77. When many input/output disk operations (IOPS) are realized by User's virtual server by means of which allowed usage limits of this resource are exceeded, Provider shall reserve the right to temporarily limit service provision to secure service quality.

System administration limit

Art. 78. When using the Managed Virtual Private Server Service, User may use up to 3 (three) hours of system administration within a single month. Hours that are additionally realized above this number of hours within a single month must be paid by User at the price determined by Provider, information of which is available at: http://www.superhosting.bg/web-hosting-common-managed-vps.php Art. 79. The hours for the system administration service that are not used within one month shall not be transferred to following months.

Other limits

Art. 80. (1) The maximum number of inodes (files, directories, etc.) allowed, which User may host on a Managed Virtual Private Server, shall be determined depending on the server used as follows:

- for Managed VPS Start - up to 500 000 files and directories

- for Managed VPS Duo up to 700 000 files and directories
- for Managed VPS Pro up to 1 000 000 files and directories
- for Managed VPS Mega up to 1 200 000 files and directories

- for Managed VPS Business - up to 1 500 000 files and directories

(2) The maximum disk space allowed, which User may use for MySQL databases shall be determined depending on the server used as follows:

- for Managed VPS Start up to 2,5 GB
- for Managed VPS Duo up to 5 GB
- for Managed VPS Pro up to 7,5 GB
- for Managed VPS Mega up to 10 GB
- for Managed VPS Business up to 15 GB

Art. 81. When the maximum allowed number of files and directories or the disk space used for MySQL is reached, Provider shall inform User that they must take necessary actions to reduce them to the limit allowed. Provider shall provide User with a term in which the latter must take necessary measures so that the number of files and directories or MySQL disk space is not exceeding the limits specified.

Art. 82. In case that after the term specified by the Provider, the number of files and directories or disc space used for MySQL still exceeds specified limits, Provider shall be entitled to suspend or limit service usage and/or suspend account content backup (backup copy) generation.

VI. BACKUP COPIES

Art. 83. User shall not be entitled to host backup copies of the virtual server content within the virtual server space if the copies are older than 1 month.

Art. 84. Provider shall make three (3) backup copies of virtual server content per week. Some file types are excluded from the backup. Such files are as follows (but not limited to): iso; ace; arj; avi; bak; bin; bz; bz2; cab; car; cbr; ccd; cdr; cue; drw; exe; flv; gz; gzip; img; jar; jmy; lbs; md; mid; midi; mov; mp2; mp3; mp4; mpa; mpeg; mpg; nrg; pae; pak; psb; psd; r00; r01; r02; r03; ram; rar; rm; rmf; sea; sub; tar; tar.gz; tgz; vob; wad; wav; wave; wma; wmv; and zip.

Art. 85. User shall not be able to host files exceeding 500MB in virtual server space, as well as files of the following types: .iso; .avi; .cue; .bin; .nrg, as well as DVD/CD images and other digital media.

Art. 86. By purchasing services from Provider, including backup services, User shall agree to also maintain their own backup set, independent of the ones maintained by Provider.

Art. 87. (1) User may request (order) a virtual server content full backup option from Provider, which is then activated upon additional payment.

(2) Virtual server content full backup option includes the generation and storage of seven (7) backups per week, which also includes the file types specified in Art. 80.(3) The price for full content backup option activation is available at:

http://www.superhosting.bg/web-hosting-common-managed-vps.php

E. Cloud VPS services

I. SERVICE FEATURES

Art. 88. Information on the different configuration options is available at: http://www.superhosting.bg/web-hosting-page-cloud-hosting-services.php.

II. DEFINITION

Cloud VPS services represent a platform by means of which User may create and delete virtual servers, as well as manage and amend at any time the resources (disk space, RAM, processor cores, Internet access) of the servers created within the parameters specified by Provider.

III. CONTENT HOSTING

Art. 89. With the **Cloud VPS services** the following may not be hosted:

- 1. 1. BitTorrent clients;;
- 2. 2. Proxy servers, as well as any other traffic relay/manipulation software;
- 3. 3. File sharing and download sites and all kinds of sites, related to p2p (peer to peer) activities, e.g. rapidshare.com, depositfiles.com, megaupload.com, etc.;
- 4. 4. Cryptocurrency software (mine cryptocurrency), such as Bitcoin, Litecoin, etc.

IV. RIGHTS AND OBLIGATIONS

Art. 90. User shall agree that Provider shall be entitled to decide which actions and applications installed represent acceptable use policy violation, as well as to take the respective measures to eliminate such violations.

Art. 91. Provider shall be entitled to ban the use and launch of a specific software or script hosted on a User account or to forbid access to the Service for certain IP addresses or use of certain network ports., if the Provider considers there is a potential security risk and/or interference in the server's normal equipment functioning.

Art. 92. (1) The User understands and agrees that the Provider can delete (terminate) any content which violates the acceptable use policies if the User doesn't take measures to remove the violation in term set by the Provider and the Provider is not responsible for user's data loss.

(2) By buying a Cloud VPS service the User agrees that he will keep his own backups, because the Provider doesn't provide with such.

(3) The User can request (order) from the Provider an option for partly or full Cloud VPS content backup, which is activated after an additional payment.

(4) Activation price for the option of full or partly backup is available here:

en.superhosting.bg/web-hosting-page-servers-vps.php

Art. 93. User shall be entitled to request Provider's decision on acceptable use policy violation to be reconsidered only once for the particular type of violation.

V. LIMITS

Internet usage limit

Art. 94. Internet line usage capacity (mbps) shall be determined by User within parameters specified by Provider.

Email usage limits

Art. 95. User shall agree not to use the services provided to them by the Provider to send unsolicited bulk emails (i.e., SPAM). The violation of this condition shall result in temporary service limitation until the liability for the violation is clarified.

Art. 96. In case of a repeated violation of these acceptable use policies under the previous Article Provider shall be entitled to unilaterally suspend Service provision without any notice.

Art. 97. When a violation under Art. 95 is detected and it is proven that User is not at fault, in the cases of unauthorized access to the service or break into the scripts and web applications used by the User, Provider shall temporarily suspend the service and

shall inform User of that fact. User shall be obliged in turn to take immediate actions to eliminate the violation. In case User fails to take any actions within one month as of the time notification was sent, Provider shall be entitled to unilaterally suspend service provision without any notice.

Script, process, and software application-related limits

Art. 98. Provider shall reserve the right to temporarily suspend Service provision for applications that cause overload or other events, interfering with the usual functioning of the Provider's server equipment.

Disk operation limit

Art. 99. Upon Cloud VPS service usage applications hosted on the server may generate up to 65 million input/output disk operations (IOPS) per month. Input/output Disk operations (IOPS) that are additionally realized above this number of 65 million within a month must be paid by User at the price specified by Provider, information of which is available at: <u>http://www.superhosting.bg/web-hosting-page-cloud-hosting-services.php</u>

Art. 100. When many input/output disk operations (IOPS) are realized by means of which the allowed usage limits of this resource are exceeded, Provider shall reserve the right to temporarily limit service provision to secure service quality.

F. SuperMail services

I. SERVICE FEATURES

Art. 101. Information on the different configuration options is available at: http://www.superhosting.bg/web-hosting-page-terms-and-agreements.php#supermail

II. DEFINITION

SuperMail is a service where User is provided with access to a mailbox by means of which they may send, receive, and manage emails.

III. RIGHTS AND OBLIGATIONS

Art. 102. User shall agree that Provider shall be entitled to decide which actions represent acceptable use policy violation, as well as to take the respective measures to eliminate such violation.

Art. 103. User shall understand and agree that Provider shall be entitled to delete (terminate) any content violating acceptable use policy if User fails to take measures to eliminate such violation within the term specified by the Provider; as in such a case, the Provider shall not be held liable for any loss of data on the part of the User.

Art. 104. User shall be entitled to request Provider's decision on acceptable use policy violation to be reconsidered only once for the particular type of violation.

IV. EMAIL USAGE LIMITS

Art. 105. Provider shall be entitled to delete, without any warning, all emails marked as SPAM that are older than one month and are located in email boxes belonging to the User.

Art. 106. Provider shall make several backups per week. These backups shall be for internal use only.

Art. 107. By purchasing services from Provider, including backup services, User shall agree to maintain their own backup set, independent of those maintained by Provider.

Art. 108. User shall agree not to use the service provided to them by the Provider to send unsolicited mail – SPAM. The violation of this condition shall result in temporary service limitation until the liability for the violation is clarified.

Art. 109. In case of a repeated violation of these acceptable use policies under the previous Article Provider shall be entitled to unilaterally suspend Service provision without any notice.

Art. 110. When a violation under Art. 105 is detected and it is proven that User is not at fault, in the cases of unauthorized access to the service or break into the scripts and web applications used by the User, Provider shall temporarily suspend the service and shall inform User of that fact. User shall be obliged in turn to take immediate actions to eliminate the violation. In case User fails to take any actions within one month as of the time notification was sent, Provider shall be entitled to unilaterally suspend service provision without any notice.

Art. 111. (1) The maximum number of emails allowed that User may store in their email box shall be determined depending on the plan used, as follows:

- - for SuperMail 1 up to 7500 emails
- - for SuperMail 2 up to 15000 emails
- - for SuperMail 4 up to 30000 emails
- - for SuperMail 10 up to 50000 emails
- - for SuperMail 20 up to 100000 emails
- for SuperMail 50 up to 150000 emails
- for SuperMail 100 up to 300000 emails

(2) When the maximum number of emails allowed in the mailbox is reached, Provider shall inform User that they must take the necessary measures to reduce them to the allowed limit. Provider shall provide User with a term in which the latter must take necessary measures so that the number of emails is not exceeding the limits specified based on the plan.

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(3) In case that after the term specified by the Provider the number of emails in User mailbox still exceeds specified limits, Provider shall be entitled to suspend or limit service usage and/or suspend account content backup (backup copy) generation.

Art. 112. (1) User shall be entitled to send up to 100 email messages within one hour.

(2). User shall be entitled to send up to 7000 email messages within one week.

Art. 113. (1) User shall be entitled to realize up to 5 simultaneous SMTP connections to their email box.

(2). User shall be entitled to realize up to 10 simultaneous IMAP and/or POP3 connections to their email box.

G. DNS ADMINISTRATION

I. SERVICE FEATURES

Art. 114. DNS administration is a web-based service, hereinafter referred to the Service, that provides a control panel for modifying the DNS zone of a domain. The Service consists of editing, adding and deleting DNS records of a domain (A, CNAME, MX, SRV, TXT records, etc.)

I. SERVICE FEATURES

Art. 115. The Service would not be provided to the User if it used for :

- domains connected with IRC services of any type;

- any domain that has a history of being the target of DNS DDoS attacks;
- any domain used for Minecraft game services or forums;
- domains which don't have correct and lawful WHOIS entries / listings;
- domains, sending any form of Unsolicited Bulk Email (UBE, SPAM);
- domains used for denial of service attacks of any kind;

- misrepresentation of any service or product including DNS administration, actions causing loss or creating service degradation for the Provider or other users whether intentional or inadvertent;

- attempts to use the Service to gain unauthorized access to other computer systems;

Art. 116. The User has the right to add and maintain up to 100 DNS records per domain.

Art. 117. DNS queries to a domain associated with the Service cannot exceed 100 000 queries per day.

The Provider has the right to terminate or limit any DNS administration if the above conditions in Articles 115-117 are violated or the Service exceeds acceptable use.

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Art. 118. The Provider has the right to terminate or limit any DNS administration in case of Bulk sending of links or SPAM to a resource which is associated with the Service. The resource could be web, email, etc.

H. Policies to observe good manners, moral and polite behaviour criteria that have been adopted in traditions

Art. 119. In case User when making system maintenance requests or performing any other communication with Provider employees fails to observe good manners, moral and polite behavior criteria that have been adopted in traditions, SuperHosting.BG Ltd. shall be entitled to refuse collaboration to the User, as well as to limit the channels for communication with the latter, without specifying any reason and without owing any indemnification.

In the cases specified above at Provider's discretion contractual relationship with User may be unilaterally terminated by the Provider and User may be refused any further service provision, and Provider shall not owe User any indemnification therefor.

I. Policies for additional confirmation (verification) of the identity of the User in case of login in "My Profile"

The User understands and agrees that the Provider has the right to require additional confirmation (verification) of the identity of the User which shall serve as identification in any case of login in "My Profile" that could cause reasonable doubts about the identity of the User, as well as potential risk of unauthorised access to "My Profile" by third Party, which could cause damages to the User by the disclosure of information and data about account.

The additional verification should be carried out in a most appropriate technical format solely determined by the Provider considering all the specificities of every case. The Provider shall notify the User about the necessity of the additional confirmation and about the manner on how to be carried out.