General Terms and Conditions for SSL Certificates

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, hereinafter SUPERHOSTING.BG, and its consumers, hereinafter CLIENTS, with regard to the provided service of obtaining digital certificates issued by a certificate-issuing authority (CA), hereinafter referred to as the SERVICE.

II. SUPERHOSTING.BG DATA

Art. 2. Information under the Electronic Commerce Act:

1. Name of the Provider: SuperHosting.BG Ltd;

2. Seat and registered address: Blvd. Dr. G.M. Dimitrov 36, Dstr. Iztok;

3. Address of operations: Sofia 1797, Dstr. Iztok, Blvd. Dr. G.M. Dimitrov 36;

4. Contacts: Sofia, 1797 Dstr. Iztok, Blvd. Dr. G.M. Dimitrov 36; email: esales@superhosting.bg, tel: 0700 45 800;

5. Entry in public registers: UIN 131449987 in the Commercial Register with the Registry Agency;

6. Data Controller Certificate № 0021684;

7. Supervisory bodies:
   (1) Commission for Personal Data Protection
   Address: Sofia, Ivan Evstatiev Geshov Str. № 15,
   tel.: (02) 940 20 46
   fax: (02) 940 36 40
   Email: kzld@government.bg, kzld@cpdp.bg
   Website: 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
   (3) Commission for Protection of Competition Bulgaria
   Sofia 1000, Vitosha Blvd. № 18
   Telephone: (02) 935 61 13
   fax: (02) 980 73 15
   Website: www.cpc.bg

8. Registration under the Value Added Tax Act № BG 131449987;

III. CHARACTERISTICS OF THE SERVICE

Art. 3. (1) Under the current General Terms and Conditions, SUPERHOSTING.BG undertakes to provide to the CLIENT means to send a request for the issuance of digital certificates by one of the CAs listed on SUPERHOSTING.BG's website against royalty.

(5) For security reasons as regards the CLIENT's data, SUPERHOSTING.BG shall send any and all data only to the e-mail address that has been specified by the CLIENT at the time of their profile registration.

IV. ACCESS TO THE GENERAL TERMS AND CONDITIONS

Art. 10. SUPERHOSTING.BG shall publish 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.

V. TERM AND EXECUTION

Art. 11. (1) The agreement for provision of the SERVICE under these General Terms and Conditions shall be concluded with a term up to the issuance of the digital certificate by a CA, as selected by the CLIENT.

(2) SUPERHOSTING.BG and the CLIENT agree that with the issuance of the digital certificate by the CA, SUPERHOSTING.BG has fulfilled all its obligations under the agreement towards the CLIENT.

VI. TERMINATION

Art. 12. The current agreement for provision of the SERVICES shall be terminated:

- in case of dissolution and liquidation or declaration of bankruptcy of one of the parties;
- by the parties' mutual agreement in writing;
- given objective inability of any of the parties to perform their obligations;
- in case of seizure or sealing of equipment by public authorities;
- unilaterally, by either party, with a one week prior notice sent to the other party. The written form shall be deemed observed when the notice is sent via e-mail, even if not signed with an e-signature;

Art. 13. SUPERHOSTING.BG has the right 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 or will be used in violation of these current General Terms and Conditions, the General Terms and Conditions for other services provided by SUPERHOSTING.BG, the Bulgarian legislation, conventional moral norms or rules for the provision of digital certificates.

Art. 14. Should the agreement between SUPERHOSTING.BG and the CLIENT be terminated due to the CLIENT's fault, royalty paid to SUPERHOSTING.BG shall be considered forfeit and may be kept by SUPERHOSTING.BG as compensation for damages suffered by the latter due to for-cause termination.

VII. LIABILITY

Art. 15. The CLIENT shall indemnify and relieve SUPERHOSTING.BG 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 fulfill any of their obligations under the agreement, (2) breach of copyright, production and broadcasting rights or any other intellectual or industrial property rights, (3) stating or providing false circumstances to SUPERHOSTING.BG or the CA in relation with the issuance of the digital certificate.

Art. 16. (1) SUPERHOSTING.BG 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.

(2) SUPERHOSTING.BG shall not be held liable for any damages suffered by the CLIENT, except in the event of intent or gross negligence.

Art. 17. (1) SUPERHOSTING.BG shall not be held liable for damages caused by the CLIENT to third parties.

(2) SUPERHOSTING.BG shall not be held liable for pecuniary or non-pecuniary damages in terms of lost profits or damages caused to the CLIENT in the process of providing or withholding the SERVICE.

Art. 18. (1) SUPERHOSTING.BG shall not be held liable in cases of breach of security measures of the technical equipment through which the SERVICE is provided, which results in loss of information, dissemination of information, access to information, restricting access to information, changes to published information and other similar consequences.

(2) SUPERHOSTING.BG shall not be held liable in cases of providing access to information, loss or alteration of data or parameters of the SERVICE as a consequence of fake identification of a third person pretending to be the CLIENT, if from the circumstances it can be inferred that this person is the CLIENT.

(3) SUPERHOSTING.BG shall not be held liable in the event of suffered damages or lost profits resulting from unauthorized third party access to CLIENT data in their SUPERHOSTING.BG account, including access to the digital certificate's private or public key.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

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

IX. FORCE MAJEURE

Art. 19. (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. 20 (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. 21. (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. 22. (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** .

(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. 23. (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, 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 Obliged 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. 24. (1) The CLIENT and SUPERHOSTING.BG 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 CLIENT and SUPERHOSTING.BG 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. 25. In case of a conflict between these General Terms and Conditions and the clauses of a specific agreement concluded between SUPERHOSTING.BG and the CLIENT, the clauses of the special agreement shall take precedence.

Art. 26. The potential annulment of any provision of these General Terms and Conditions shall not invalidate the entire agreement.

Art. 27. All disputes arising from the current General Terms and Conditions or related to them, which cannot be settled amicably and through negotiations between SUPERHOSTING.BG and the CLIENT, shall be referred to the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry, pursuant to its Rules for cases based on arbitration agreements, whereas Bulgarian law shall be applicable.

Art. 28. 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. 29. The current General Terms and Conditions shall take effect as regards all CLIENTS as of **March 18, 2024.**

- Former General Terms and Conditions for SSL Certificates
(Introduced on: May, 17, 2018; Canceled on: March, 18, 2024)