

General Terms and Conditions for Domains - Management, Registration and Transfer

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 the PROVIDER, and their customers, hereinafter USERS of the provided services for registration and management of domains, 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, tel.: 0700 45 800, 02 81 08 999; 5) 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, kzld@cpdp.bg, website: www.cdpd.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, 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 Provider undertakes to provide the following services to the User against payment of a price:

- (1) Inquiry for free domain name;
- (2) Registration of the domain name in the Internet domain name registers;
- (3) Ensuring remote management of the domain and its parameters, with the following functionalities:
 - managing the forwarding process from the main domain address to other Internet addresses (forwarding);
 - managing the forwarding of emails to the domain;
 - configuring the required addresses for use of the domain for hosting and email services;
 - safeguarding against prohibited transfer by third parties.
- (4) Information on zones within which a domain may be registered, as well as pricing for the different zones is available at:

<http://www.superhosting.bg/web-hosting-register-domains.php>

IV. PROVISION OF THE SERVICE

Art. 4. (1) In order to be able to use the provided Services, the User shall undertake a registration process by providing the required information when filling in the registration form and by payment of the respective subscription fee.

(2) After registration and receipt of payment, the Provider shall enter the chosen domain in the Internet domain name registers selected by the User. Upon entry, the Provider shall comply with the registration rules of the organization maintaining the area of the domain name (ICANN, EURid and others).

(3) The domain User (Registrant) shall determine the term for which the domain is registered within the respective registers.

(4) The full activation of the domain shall occur within 3 days following its registration in the internet domain name registers.

Art. 5. The possibility for remote management of the domain and its parameters shall be made accessible to the User upon registration of the domain name in the respective internet domain name registers.

Art. 6. The Provider shall inform the User about the successful domain registration via email, sent to an email address specified by the User beforehand.

Art. 7. The Provider shall not be held liable in cases when:

1. The domain registration data provided by the User is false, incomplete or inaccurate and this leads to the refusal of registration or suspension of registration by the registrar or the organization maintaining the area for the domain name;
2. The domain name, submitted by the User for registration, has been reserved by a third party between the time of order and the actual payment confirmation.
3. When submitting the order, the User has entered (written) the domain name incorrectly and the registered domain is not the one the User has asked for.

Art. 8. (1) The Provider shall give the User the opportunity to renew the period for which the selected domain is registered, whereas the Provider shall send a reminder to the User's indicated email address before the expiration of the domain registration term requested by the latter.

(2) The Provider shall send three notifications:

- 30 days before the service's expiration;
- 15 days before the service's expiration;
- on the day of the service's expiration.

(3) The Provider shall not be held liable if the User has not received a remainder due to false or inaccurate email addresses or change of email addresses, about which the Provider has not been notified.

(4) The Provider shall not be held liable if after the expiration of the registration the domain name was requested and/or registered by a third party, the price for new registration or renewal is higher, the domain is not functional or is deleted from the records due to the User's failure to promptly pay for the registration's continuation.

(5) Amounts paid by the User for domain registration/transfer are not refundable, except in cases when the domain registration/transfer service has not been performed (finalized).

Art. 9. (1) The Provider shall provide to the consumer a domain name management username and password.

(2) The User undertakes to enter information about their person in the respective fields of the registration form of the internet domain name registers.

(3) All information provided by the User in the registration form of the respective organization maintaining the area of the domain name becomes publicly accessible.

(4) If by any reason the User has lost or forgotten its domain name management username and password, the Provider is entitled to perform the published 'Procedure for lost or forgotten names and passwords', available at <http://www.superhosting.bg/web-hosting-page-terms-and-agreements-password.php> and which is an integral part of the current General Terms and Conditions.

(5) At any given time the Provider has the right to require special legitimization by the User of the domain name, when the User undertakes actions with regard to the domain name management.

(6) Prices and terms for the recovery of an expired domain within the areas .COM, .NET, .ORG, .INFO, BIZ and .EU are listed at: <https://www.superhosting.bg/web-hosting-register-domains.php>

(7) 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. TRANSFER

Art. 10. (1) In case of domain transfer from a different provider to the Provider, the User undertakes to follow the instructions laid out in the emails sent by the Provider and to provide the latter with a special code for the transfer. When undertaking such transfer, the Provider shall act only based on the information provided by the User as regards domain pointing.

(2) The Provider is obliged to effect the transfer of the domain name registered by the User to a different provider upon the User's explicit request.

(3) The Provider shall not be held liable, and shall not refund the price paid by the User in the event that due to the User's or their provider's actions or omissions the domain name was not transferred to SuperHosting.BG Ltd.

(4) The Provider shall notify the User about the successful completion of the domain name transfer procedure.

Art. 11. (1) Should the User transfer the domain to a third party - user, the Provider shall be entitled to request from the User the following:

1. Certificate of rights on the domain name;
2. Username and password for access to the domain name management;
3. Confirmation of the request to transfer a domain name to another user via email;
4. Identity card, the User's certificate of legal status or a document certifying the representative authority of the person, presenting themselves as the User of the domain name.

(2) The Provider shall notify the User and the person, to whom the domain name is being transferred about the transfer's completion.

Art. 12. In the event of a transfer pursuant to Art. 9 and Art. 10, the User undertakes to deactivate the ban on domain name transfer, if such exists, in order for the transfer to be effected.

Art. 13. (1) Should a transfer be refused, the Provider is obliged to notify the User about such refusal by sending a letter to the email address provided by the latter, whereas the former shall point out possible causes and make recommendations for their elimination.

(2) Upon successful transfer, the Provider is obliged to notify the User about the domain's successful transfer and provide management data for the transferred domain.

Art. 14 (1) The Provider shall not be held liable by the User in cases when:

- The domain transfer was not performed due to the User's failure to provide the Provider with the special code for a domain transfer from one register to another;
- The domain transfer was not performed due to fact that less than 60 days have passed since its registration date;
- The domain transfer was not performed due to fact that the domain registration term/activity has expired;
- The domain transfer was not performed due to the fact that the the User has provided an incorrect special code for the domain transfer from one register to another;
- The domain transfer was not performed due to the User's failure to deactivate the ban on domain transfer from one register to another;
- The domain transfer was not performed due to the User's failure to declare their consent with regard to the transfer in a special email, sent by the registrar to which the domain shall be transferred;
- The domain transfer was not performed as the User has refused the transfer request in a special email, sent by the registrar from which the domain shall be transferred;
- The User has not received a transfer verification email because:
 - The email address provided in the domain contact information is not functional;
 - The User has no access to the email address provided in the domain contact information;
 - The User has filtered the verification email sent by the registrar to which the domain shall be transferred.

VI. PROVISION OF THE SERVICE

Art. 15. (1) The Provider is entitled to provide information about the User entered in the internet domain name registers to third parties.

(2) The Provider is entitled to provide the entire information about the User, if ordered to do so by competent state authorities under the applicable legal procedures.

(3) In terms of protection of the User's personal data, the Provider shall enforce its adopted Personal Data Protection Policy, which is an integral part of the current General Terms and Conditions.

Art. 16. (1) The Provider shall have the right to suspend access to the domain or its management in case they discover that the domain is being used in violation of the applicable legislation, the rules of international organizations or associations or in violation of moral and ethical standards with regard to the Internet.

(2) The Provider and the User agree that access to the domain and its management may be suspended if one of the following circumstances occurs:

- Evidence on the infringement of a third party trademark is presented;
- A court or arbitration decision or a state authority act, ruling on the suspension of access to the domain or on its deletion, is presented;

- The content of the site, to which the domain name points, suggests that it is being used in contradiction with applicable law or rules, standards and norms accepted in practice;
- Evidence that the domain's use violates the rights of third parties is presented.

(3) The Provider shall not be held liable by the User for pecuniary and non-pecuniary damages, including damages and lost profits incurred as a result of suspension of access to the domain or its management due to any of the above mentioned reasons.

(4) In all cases under this article the Provider shall have the right to delete the domain name from the internet domain name registers, while at the same time terminating the contract with the User without notice and without compensation.

Art. 17. The User and the Provider agree that the rules for registration, transfer, management, alternative dispute resolution for the respective area of domain names and any other documents of the organization maintaining the area of the domain name (ICANN, EURid and others) shall apply to them.

VII. AMENDMENTS AND ACCESS TO THE GENERAL TERMS

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

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

(3) The User agrees 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.

Art. 19. The Provider 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.

VIII. TERMINATION

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

- With the expiration of the agreement, as per the term of the User's subscription plan;
- 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.

Art. 21. The Provider 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 established that the provided services are being used in violation of the current General Terms and Conditions, the Provider's Policies, the applicable legislation and conventional moral norms.

IX. LIABILITY

Art. 22. The User shall indemnify and relieve the Provider from any responsibility in lawsuits and other third party claims (whether justified or not) for all damages and expenses (including attorney and court fees) arising from or in connection with (1) failure to observe any of the obligations under the agreement, (2) breach of copyright, production and broadcasting rights or any other intellectual or industrial property rights and (3) unlawful transfer of rights granted to the User for the duration and under the provisions of this agreement to third parties.

Art. 23. The Provider shall not be held liable in the event of failure to provide the service 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. 24. (1) The Provider shall not be held liable for damages caused by the User to third parties.

(2) The Supplier's liability to the User under this contract cannot exceed the value of the services paid by the User for a period of 12 months, up to a maximum of BGN 300.

(3) The Supplier is liable to the User for direct and foreseeable damages caused by the Supplier at the time of the conclusion of the contract. In the event that the Supplier violates the clauses of these general terms and conditions, he is liable for damages that are a direct and foreseeable result of the breach of the Contract or the failure to exercise due care, but is not liable for damages that are not direct and foreseeable at the time of conclusion of the contract. Where the damage suffered is the result of a series of related events, they are treated in these terms as a single event.

(4) The Provider does not exclude or limit in any way its liability to the User to the limits established by the current legislation. This includes liability for death or personal injury caused by the negligence of the Supplier or its employees, agents or subcontractors, including for fraud or misrepresentation.

(5) The Provider is not responsible for damages of a commercial nature, except in cases of intent or gross negligence, and the User agrees that he uses the services at his own risk as they are. If the User uses the products for any commercial, business or resale purposes, the Supplier shall not be liable for any loss of profit, loss of business, business interruption or lost profits.

(6) The Provider shall not be liable for any direct or indirect damages or losses that the User may suffer as a result of viruses, Trojan horses or other disabling devices affecting the services or systems, whether under the control of the Provider or not, caused by the inadequate protection of the system by the User.

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

Art. 25. (1) The Provider 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 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 as a consequence of fake identification of a third person pretending to be the User, if from the circumstances it can be inferred that this person is the User.

X. FORCE MAJEURE

Art. 26. (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.

XI. PROHIBITION OF PROVIDING THE SERVICES TO COUNTRIES WITH IMPOSED SANCTIONS

Art. 27 (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. 28. (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.

XII. OBLIGATIONS UNDER REGULATION (EU) NO. 2022/2065 - DIGITAL SERVICES ACT

Art. 29. (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.

XIII. PERSONAL DATA PROTECTION

Art. 30. (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 acts as Data Processor for domain name registrars and processes User personal data in accordance with Art. 6, para. 1, b. "B" of the GDPR and the data processing is necessary for the performance of a contract to which the data subject is 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 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.

XIV. OTHER CONDITIONS

Art. 31. 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.

Art. 32. 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 take precedence.

Art. 33. The potential annulment of any provision of these General Terms and Conditions shall not invalidate the entire agreement.

Art. 34. 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.

Art. 35.(1)The commercial and civil legislation of the Republic of Bulgaria, as well as the rules of international organizations for domain name management and those of arbitration courts for ADR on domain names shall apply to any matter not settled by this agreement and related to its execution and interpretation.

(2) The User explicitly authorizes the Provider to act as his "Designated Agent" to approve each "Change of Registrant" on his behalf. The User explicitly provides its consent with 60-day inter-registrar Transfer Lock after a Change of Registrant. The terms Designated Agent, Change of Registrant and Transfer Lock are as defined in ICANN's transfer policy.

Art. 36. The current General Terms and Conditions shall take effect as regards all Users as of **March 18, 2024**.

• [Former General Terms and Conditions for Domains - Management, Registration and Transfer](#)
(Introduced on: May, 17, 2018; Canceled on: March, 18, 2024)