

# General Terms and Conditions for Shopiko

## I. SUBJECT

Article 1. These Terms and Conditions are purposed to regulate the relations between '**SuperHosting.BG**' Ltd., having its seat and registered address in Sofia, Iztok, 36 G. M. Dimitrov Blvd., UIN 131449987, represented by Mr. Tom Pierre Marie De Bast, in his capacity of Manager, hereinafter referred to as PROVIDER, and the customers, hereinafter referred to as USERS, of the services related to the creation of Internet websites, hereinafter referred to as the Services.

## II. DEFINITIONS

Article 2. For the purposes of these Terms and Conditions, the terms listed below would have the following meaning:

2.1. **Shopiko** – A platform for the creation of an Online shop for the sale of services to the Users;

2.2. **Online shop** – it provides the end users with information for the Client's Products and the terms for their purchase by ordering and paying the respective purchase price;

2.3. **Users** – natural persons and corporate bodies, which have concluded a contract with the Provider and wish to commence online commerce through Shopiko™ by placing their Online shop on the technical devices of the Provider. The Users can be natural persons of full legal age and capacity, as well as corporate bodies, represented by their legal representatives or duly authorized persons, who own a validly created Personal profile;

2.4. **Products** – goods and services, published at the User's online shop;

2.5. **Owner** – a corporate body which has effected the first payment for the Online shop for which an invoice has been issued or the contact person who is indicated in the created Personal profile;

2.6. **Personal profile** – it is a separate part from the Provider's technical devices (servers), containing the User's information which is requested by 'SuperHosting.BG' Ltd. at the registration and is stored at 'SuperHosting.BG' Ltd., as the access to the Personal profile by the Registered user is performed by inserting a User name and Password. The Personal profile grants the User the possibility to use certain Services, to which the access is restricted, to configure the use of the Services, to make suggestions for the inclusion of new Services, to terminate the use of the Services, to change his Password and others;

2.7. **Services** – include the services for creation, storage and use of the Online shop and the service Shared hosting, e-mail, in accordance with these Terms and Conditions;

2.8. Shared Hosting - storage of one or multiple websites on the server of 'SuperHosting.BG' Ltd., which has permanent access to the Internet.

## III. 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. Address of operations: Sofia 1797, Dstr. Iztok, Blvd. Dr. G.M. Dimitrov 36;
5. Contacts: Sofia, 1797 Dstr. Iztok, Blvd. Dr. G.M. Dimitrov 36; email: esales@superhosting.bg, tel: 0700 45 800;
6. Entry in public registers: UIN 131449987 in the Commercial Register with the Registry Agency;
7. Data Controller Certificate № 0021684;
8. 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.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
  - (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
9. Registration under the Value Added Tax Act № BG 131449987;

#### **IV. PRICE OF THE SERVICE**

- 4.1. The Provider provides the Services Online Shop and Shared Hosting in a package for remuneration which is payable in Bulgarian leva and is due by the User in accordance with the subscription plan chosen by the User.
- 4.2. Information about the different subscription plans and the service package included in them is accessible on address: <http://www.superhosting.bg/web-hosting-compare-shop-plans.php>
- 4.3. The User pays the price of the Service in the beginning of every subscription period.  
After the receipt of payment for the subscription and all necessary information for an invoice, as long as the latter have not been submitted at the time of creation of the Personal Profile, the Provider shall send to the User an electronic invoice on the e-mail indicated by the User. The Customer agrees and accepts the electronic invoice as a sufficient and valid document verifying the effected payment.
- 4.4. The Provider confirms the receipt of the payment by activating the Service and shall not be responsible if the User has not presented a valid e-mail or does not receive the invoice due to another reason, for which the Provider is not responsible.
- 4.5. The User has the right within 30 calendar days from the conclusion of the contract to refuse the use of the Service and to terminate the contract without prior notification and without stating any reasons.
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4.6. In the cases under para 4.5. the Provider refunds the whole sum, paid by the User for the Service.

4.7. In the cases under para 4.3. the sums paid for Services which are performed by the Provider once and have already been done, are not refundable. For such services are considered: registration of a domain, registration of a website at popular portals and search engines, system administration and others.

4.8. In the cases of para 4.5. the Provider has the right to deduct the sum for restoration, the price of all fees and commissions paid by the Provider, which are directly connected with the provision of the Provider's service and the restoration of the sum paid by the User.

4.9. In the cases of para 4.3. when the User has received some form of additional benefit, related to material and non-material expenses on behalf of the Provider, the latter has the right, when restoring the sums to the User, to compensate the cost price of certain benefit with the sum to be restore, as well as the cost price of all expenses, made in connection with the provision of the Service and not included in the description of the Service.

For additional benefits are considered gifts with current promotions, additionally provided free services in a package, promotional credits for advertising, monetary bonuses and others.

4.10. The Client explicitly agrees that when it has not paid the monthly subscription price for a given time period and/or for a specific Online shop, it does not wish to use the services related to this Online shop or for such time period and the Provider is entitled to immediately remove the Online shop/Online shops of the Customer from its server, without owing any notification, warning or compensation to the Customer.

## V. CREATION OF AN ONLINE shop

5.1. In order to commence the use of the Service Shopiko, it is necessary to create your Online shop and Private profile.

5.1.1. The password for remote access is chosen by the User through an online registration at the Provider's website according to the procedure indicated therein.

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

5.1.3. The Provider confirms the registration made by the User by sending a letter to an e-mail, indicated by the User, on which the activation data for the registration shall be sent. After the activation is done, the User's account shall be created and contractual relations occur between the User and the Provider.

5.1.4. By registering the User undertakes the obligation to provide correct and current data. The User undertakes the obligation to update the data provided in the registration, if any change occurs.

5.2. When creating your Online shop, you have to indicate:

- a) Name of the shop;
- b) Domain or sub-domain;
- c) Information about a client's profile;
- d) Subscription plan for the use of your Online shop.

5.3. With pressing the button "Create" you create your Online shop pursuant to these Terms and Conditions and conclude an individual contract for the creation of the respective Online shop.

5.4. For the creation of an Online shop you receive confirmation via the e-mail, indicated at the creation of your profile.

5.5. For the launch of the Online shop you have to pay the full amount of the subscription price according to the chosen plan.

5.6. The Provider does not carry responsibility for irregularly or incorrectly filled information.

5.7. In order to avoid any doubt, the parties agree that the Provider provides to the User Online shop without content, as the User has to include the name, description and price of the Products it offers, as well as to attach images of the Products.

5.8. The responsibility for the regularity and the legality of the presented information about the Products is of the User. The User is responsible for the news, answers to FAQs, as well as any other texts, images and materials, published by it. The Customer agrees that the Provider is not responsible for the information, texts, images and materials, published by the User.

5.9. The Customer is responsible for the intellectual property rights over the attached images of the Products. The client agrees that the Provider shall not be responsible for acquiring and using of these rights.

5.10. The responsibility for the use of the offered Products' trademarks is for the Customer. The Customer agrees that the Provider is not responsible for acquiring and using these rights.

5.11. The Client agrees that the Provider does not offer and does not sell the Products to the Customer, does not bear responsibility for the sale, payment, deliveries and claims for the return of Products, ordered by the End users.

5.12. The User undertakes the obligation not to publish texts, images and materials which violate the law or third parties' rights.

5.13. The Customer agrees that the Provider shall not be responsible towards the end users by the meaning of the Customers Protection Act, as well as towards the other traders and enterprises in the sense of the Law on Protection of Competition, since it is not a trader or provider of the sold Products, but only offers a service for the creation and maintenance of the Customer's Online shop. The Provider shall not be responsible towards the User when the latter has violated the law when performing the sale of his Products or has violated the rights or legal interests of third parties.

5.14. The Customer is obliged to provide by himself all licenses, permissions and registrations for the sale of the Products via the Online shop.

5.15. The Customer agrees that when a dispute with third parties arises or an imposed sanction or other type of penalty is imposed on the Provider, the Customer obliges to compensate the Provider for all penalty payments, compensations and other expenses, as a result of bad-faith or illegal actions or lack of action of the client, including the cases when the Customer has indicated incorrect information at the Online shop, has violated the customers' rights, the third parties' intellectual property rights, personal data or the rules of competition and others.

## VI. CHARACTERISTICS OF THE SERVICE

6. The Service provided by the Provider to the User includes the following:

6.1. Provision of different options for publication and management of publications, including but not only through creation and maintenance of the Online shop, as well as provision of free space on the Provider's service, on which the User has the right to publish and share with third parties on the Internet information, as well as to shop the information about the Online shops, created by him;

6.2. Provision of access to administrative panel for publication, process and disposal with the information at the Online shops created by him and shared on the space provided;

6.3. Provision of possibility to use an e-mail;

6.4. Provision of server space for the storage of information related to the Online shop;

6.5. Provision of parameters of the Service, according to the subscription plan as chosen by the User;

6.6. Provision of parameters of the Service, according to the subscription plan as chosen by the User;

6.7. The Provider provides and the Users use the Service in accordance with the parameters of the subscription plan chosen by the User, but without any obligation of the Provider to ensure Internet connection to the User, through which the latter receive access to the Services.

6.8. The Provider provides the Service within the good-faith, reasonable and common in practice and customs consumption and the chosen subscription plan. The Provider announces a non-exhaustive list of the bad-faith use of technical and software restrictions of the Service on the Policy, published on the following address: <http://www.superhosting.bg/web-hosting-page-terms-and-agreements-politics.php>

6.9. In case of deviation from the use pursuant to these Terms and Conditions, the Provider has the right to temporarily or permanently restrict or cease the provision of the service, as well as to remove from its technical devices the information regarding a bad-faith User.

## VII. PROVISION OF THE SERVICE

7.1. The Provider provides the User with access to an administrative panel for remote use of the Service Online shop.

7.2. The User has the right to manage the Service only via the administrative panel provided by the Provider and to legitimize himself by filling his name and password.

7.3. The User has the right of remote access only to the space on the Provider's service, specified for it and to the created by or for it Online shops.

7.4. The User has the right to share information by saving it on the server space which is provided by the Provider and is connected to the Internet.

7.5. The Provider provides connection of the server to the Internet and good working condition of the technical equipment pursuant to the chosen subscription plan.

7.6. The User has the right to save information on the specified server space of the Provider and by means of a special software, as long as this does not violate the functioning and security of the server.

7.7. The Provider provides the User with the possibility to use autonomous e-mail service.

7.8. The User can use the e-mail service within the parameters of the subscription plan chosen by it.

7.9. The User has the right to use the Services – Online shop and e-mail in good faith and in accordance with their purpose.

7.10. When using the Service, the User does not have to use software, scripts, programming languages or other technologies which could create difficulties for the use of the Service by other Users.

7.11. The User uses technologies and builds up each of his Online shops in its own manner, which is in accordance with the modern safety requirements, functionality and effectiveness. The Online shops created by the User by using the service, must not cause server load which exceeds the normal and accepted in the practice service consumption.

7.12. The User undertakes the obligation to use the Service for the following:

- For the publication, distribution or provision in any way of information, messages, text, computer files or other materials which contradict the Bulgarian legislation, the applicable foreign laws, the present Terms and Conditions, the Internet ethics or the principles of morality and which violate third parties' rights, such as:

- Copyrights, trademarks, patent or other intellectual property rights, as well as any other monetary or non-monetary rights or legal interests of third parties;
- Commercial, business or private secret or other confidential information;
- For publication, distribution or provision of software or other computer files, which contain viruses or other risk programs or their components;
- For publication or transfer of pornographic or illegal materials;
- For publication of information, messages, text, computer files or other materials, containing a threat for the life or physical integrity of people, popularizing discrimination, fascist, racist or other non-democratic ideology, whose content violates personal rights and freedoms according to the Constitution and the laws of the Republic of Bulgaria or international acts, which appeal for forced changes of the constitutionally settled order, commitment of crimes, etc.
- For violating the protection of personal data of third parties or the processing of personal data of third parties, without their consent

7.13. The User agrees not to use the Service for sending unwanted mail – 'SPAM', unsolicited commercial messages, illegal advertising, promotional materials. The violation of this requirement is a condition for temporary suspension of the provided Service, for which the Provider notifies the User. In case of a repeated violation, the Provider has the right to unilaterally cease the provision of the service without warning.

7.14. The User himself secures the equipment for access to the Service and its management.

7.15. The provision of the service does not include provision of a domain name.

7.16. In order to increase the quality of the Service, perform maintenance, remove problems and other related activities, the Provider has the right to temporarily restrict or discontinue the provision of the service.

7.17. In the cases of para 7.18 the Provider is obliged to restore in a timely manner the provision of the service after the circumstance which caused the discontinuation ceases to exist.

7.18. The Provider provides technical support to the Users of the service Online shop and Shared hosting in accordance with the subscription plan chosen by the User. Within the chosen subscription plan the Service could be provided in various scope and amount.

## VIII. PAYMENT OF THE PRODUCTS, BOUGHT FROM THE ONLINE SHOP

Article 8.1. Shopiko grants the User the possibility to choose by itself the means by which the end users shall pay the bought Products. The possible means of payment are: payment in cash, bank transfer, ePay, EasyPay, PayPal, credit and debit card.

8.2. In order to use all proposed means of payment, the User has to create its own registrations and accounts at the respective organizations and to connect them to his Online shop, while observing the instructions published at Shopiko.

8.3. The User consents that the Provider is not a payment institution, does not offer payment services and does not perform payment operations. These activities are performed by the persons who have received a license for the provision of such services. The Provider provides the Client with the technical possibility to integrate the described means of payment at the Online shop, but the User shall be responsible for securing the services, related to the payments. 8.4. The User consents that the Provider does not bear responsibility towards the User in relation to the receipt of the purchase price of the offered Products by the end clients.

## IX. SUPPORT

Article 9.1. In case a problem occurs with the access or the use of the Online shop, the User shall inform the Provider on telephone number: 02 81 08 991 or e-mail: [support@Shopiko.com](mailto:support@Shopiko.com) .

9.2. The Provider shall make all reasonable efforts for the removal of the problem which arose.

9.3. The Provider does not bear responsibility if problems occur as a consequence from force majeure or reasons other than program mistake, as well as when the client and the end users have filed false or incorrect information or have used the Online shop without observing these Terms and Conditions, the Terms and Conditions of the respective Online shop, the instructions for creation and use of Shopiko, the Provider's instructions and the provisions of the law. The Provider does not bear responsibility for the caused damages and loss of future profit of the User as a consequence from a problem with the Online shop.

## X. TERMS AND CONDITIONS OF THE ONLINE SHOP

Article 10.1. In order to secure the prompt and easy launch of the Online shops, the Provider has integrated in each of them a sample of the Terms and Conditions. The User is obliged to get familiar with the Online shop's Terms and Conditions, to file the identification data and to enter all necessary information and corrections in them in accordance with the specifications of his status, activity and the offered Products, if needed.

10.2. The User understands and consents that the Terms and Conditions on the Online shop proposed by the Provider are only exemplary, that they are not adapted to the specific activity of the User and that the User is responsible for their finalization, as well as for the correctness and legality of their content. The Terms and Conditions of the Online shop do not include information about the User and it has to file them in itself. The Terms and condition of the Online shop are not adapted to the specific activities of the User and the procedures, terms, values and other information included therein shall be adapted by the User in accordance with his activity and the Products that he offers. The Provider does not bear responsibility for the content of the Terms and Conditions of the Online shop.

## XI. FORCE MAJEURE

11.1. 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.

11.2. 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.

11.3. 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.



## XII. PROHIBITION OF PROVIDING THE SERVICES TO COUNTRIES WITH IMPOSED SANCTIONS

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. (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.

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

13.1. The provider complies with the measures provided for in Regulation (EU) No. 2022/2065 - Digital Services Act ("DSA"). 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.

13.2. The Provider cooperates with the relevant authorities as provided for in the relevant regulation and the LTC, including regarding the provision of information (including personal data) and assistance in investigations. The single point of contact will be available at the following email address: [abuse@superhosting.bg](mailto:abuse@superhosting.bg).

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

## XIV. PERSONAL DATA

Article 14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. The User is obliged by his own means to provide compliance with personal data protection requirements for his services and activities and hereby declares that he has taken the respective organizational measures so as to become compliant with the regulation.

14.6. The Provider is a personal data administrator, registered under the Personal Data Protection Act. The Provider is obliged to take due care for the protection of the personal data, as well as not to distribute, sell and provide to third parties his Users' personal data, unless this is required for the performance of the Provider's activity or is requested by the competent authorities in accordance with the rules of law.

14.7. By filing its personal data, the User confirms that it has presented his personal data voluntarily and that gives its explicit permission for the collection, process, storage and provision of the data in accordance with the Bulgarian legislation and whenever this is necessary to secure the offered services, for accounting purposes, for contacting the User and for sending notifications for the services, provided by the Provider.

14.8. By filing its data, the User is obliged to present full and correct information about its identity and the other required information. If the User has presented false or incomplete information, the Provider does not bear responsibility in case of non-performance of its commitments.

14.9. The User does not bear responsibility for the filing of other personal data. If a dispute arises who is bound by these Terms and Conditions, for a client is considered the person who paid the price for the use of the Online shop.

14.10. The User has to register as a personal data operator in accordance with the Personal Data Protection Act and to request the consent of the end users for the collection, process and storage of their personal information. The User is responsible for the means by which it collects, processes and shops the personal data of the end users.

14.11. The Provider has the right to send to the Users commercial correspondence for which there has been no previous application, to carry out surveys or to offer advertisements or information about goods and services offered by itself or other traders. By filing its personal information the User consents that the Provider shall collect and other data for the User and the end users, e.g. IP address, time of visit, access spot to the webpage, name and version of the web-browser, operating system and other parameters, provided by the web-browser through which the webpage was accessed and any other information. The Provider could use the collected data for statistic and market surveys, for improvement of the services provided to the clients.

14.12. The User grants the Provider with the right to access, storage and processing of the end users' personal data, as well as any other information regarding the offered Products, prices and their entire activity. The Provider has the right to compare all these parameters and to publish on its sole judgement all information and statistics about the client, its Products and activity (the so called price aggregator).

14.13. The User is obliged to ensure the consent of the end users for the collection of this information through the Terms and condition of the respective Online shop.

14.14. For safety reasons regarding the Users' personal data, the Provider shall sent the data only to the e-mail address which was indicated by the Users at the time of registration.

14.15. At any time before, during or after the provision of the Service, the Provider has the right to request from the User to legitimize himself and verifies the authenticity of each of the circumstances and personal data which were announced at the time of the registration.

14.16. In case that for some reason the User has forgotten or lost his name and password, the Provider has the right to apply the announced 'Procedure for lost or forgotten names and passwords', which is accessible on address [http://www.superhosting.bg/web-hosting-page-terms-and-agreements-password.php\\_](http://www.superhosting.bg/web-hosting-page-terms-and-agreements-password.php_)

## XV. RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 15.1. The User understands and consents that the Provider is entitled to decide which actions of the User are considered violation of the present Terms and Conditions, as well as to undertake the required measures for elimination of the violation.

15.2. The Provider is entitled, after an assessment on the potential risk for the security and/or violation of the ordinary work of the platform, to forbid the use and start of a certain software, script or other materials, positioned on the Client's shop.

15.3. The User is not entitled to add/configure in the control panel domains or sub-domains which are not within his sphere of use, control and management.

15.4. The User undertakes the obligation not to publish materials, containing viruses or other programs which aim at destroying or damaging the platform or other system, as well as materials containing forbidden, inappropriate, slanderous, threatening or ill-natured content for the Provider or a third party. The Provider reserves the right to remove and/or edit such materials.

15.5. The Provider reserves the right to cease the provision of the Service for Users whose Online shops cause overload, or due to other circumstances which violate the normal work of the Online shop, including if the User has exceeded the limits set by the Provider.

15.6. The User agrees not to use the services provided by the Provider for sending of unsolicited commercial messages (unwanted mail, spam) in violation of the Bulgarian legislation and third parties' rights.

15.7. The User is not entitled to use or permit to third parties to use the Online shop or the Shopiko platform in order to undertake and perform attacks and malicious actions towards any other computer system, connected to the Internet.

15.8. The User is obliged to observe the principles of good faith, morality and the commonly accepted criteria for appropriate behavior when addressing requests for system support or other forms of communication with the Provider's employees.

15.9. When the User provides access to the use and management of his Online shop to third parties, it bears the responsibility for the third parties' actions as for its own.

15.10. The User is responsible for the confidentiality of its access data to the Online shop (user name and password) and assumes full responsibility for action/actions, performed through his Personal profile and in his Online shop. In case of doubt that for some reason the confidentiality of its information is under threat, the User has to immediately notify the Provider's team.

15.11. The Provider is not obliged to monitor the information which it stored, transmits or makes accessible, nor to look for facts and circumstances, indicating the commitment of such illegal activity.

15.12. The User understands and consents that the Provider has the right to cease the User's access to the Online shop if the User violates the Terms and Conditions, the Policies or the law, as in this case the Provider does not bear the responsibility for loss of the User's data or other damages.

## XVI. TERMINATION OF THE SERVICE

Article 16.1. The violation of these Terms and Conditions or the Policies of use, published on the website of the platform may lead to temporary or constant termination of the services and suspension of the access of the User to the Online Shop without an obligation of the Provider for prior notification or warning and without any compensation due to the User.

16.2. When the User uses the Online shop in contradiction to the active legislation, the present Terms and Conditions, the Policies of use, published in the website of the Provider or other rules, as well as when there is a reasonable doubt for such action or inaction, the Provider has the right to deny the provision of the service and to terminate the access of the User to the Online shop without any notification, notice and without any kind of compensation.

16.3. By its sole assessment the Provider has the right instead of terminating the service, to require from the User to eliminate the violation and the User shall be obliged to undertake the actions towards elimination of the violation in 24 hours after it has received the notification, if the Provider has not appointed a different deadline. Until the remedy of the violation the Provider shall be obliged to terminate temporarily the distribution of the services to the User. When the User eliminates the violation in the appointed term the Provider has the right to entirely cease the provision of the services to the User. In all cases the Provider does not bear responsibility for the loss of data by the User and does not owe compensation.

16.4. In all cases the User owes the Provider compensation for all damages and lost profits incurred by the violation.

## XVII. SUBMISSION OF CLAIMS AND COMPLAINTS

Article 17.1. The User has the right to submit a complaint if the services of Shopiko do not comply with the present Terms and Conditions. The complaint may be submitted in electronic or written form and must contain information about the User, including an e-mail address and a description of the violated terms.

17.2. The address for submission of complaints in written form is: 36 Doctor G. M. Dimitrov Blvd., Iztok.

17.3. The address for submission of complaints in electronic form: [support@superhosting.bg](mailto:support@superhosting.bg).

17.4. The term for submission of complaints is 3 days from the event.

17.5. The team of the Provider shall consider the duly submitted complaints within 14 days after their receipt and will answer to the e-mail given by the User.

## XVIII. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

Article 18.1. The whole content of the Shopiko portal including all published texts, images, pictures, video materials, articles, program code (without these introduced and applied by the client in connection with the offered by him Products) are with reserved copyrights. They belong to the Provider and are under the protection of the Law on Copyright and Neighboring Rights. Their copying and use is a flagrant violation of the copyrights and the mandatory provisions of the Bulgarian legislation.

18.2. The User has no right to copy, preserve, process, publish, distribute in original or transformed form, as well as to use in any other way the texts, images or other parts of the content of Shopiko.

18.3 With the creation of an Online shop the User does not acquire any rights or licenses over Shopiko, the created by it Online shop or the trademarks of the Provider or Shopiko. The User has only the right to use his Online shop while paying the monthly subscription fee or until the termination of the service by the Provider under the present Terms and Conditions. The User has no right to claim any rights or licenses over Shopiko, the Online shop, their separate elements or trademarks used or owned by the Provider, has no right to offer or distribute such rights to third parties.

18.4. The User has no right of access to the program code of the Online shop or right to copy or modify it in any way. Every attempt of the User for access, copy or change in the program code

of the platform will be considered a rough violation of the current Terms and Conditions and the rights of the Provider. The User has no right to remove or hide information for the copyrights or the rights over the trademarks of the Provider.

18.5. In case of non-fulfillment the Provider has right to immediately terminate the use of the Online shop by the Client without any notification or prior notice, as well as to claim compensation for all incurred damages and lost profits by the User's actions.

18.6. The User shall be obliged to provide the consent of the end users for observance of the Provider's copyrights and other rights of intellectual property.

18.7. The trademark of Shopiko and the domains with this name are property or are being used on a valid legal ground by the Provider. The use of this trademark, domain or name, directly or indirectly (for example, but not exhaustively, through meta tags or other techniques for indexing or searching in the Internet) without prior written consent by the Provider, is prohibited and is punishable by law.

18.8. The prohibitions of violation of the copyrights and other rights of intellectual property of the Provider are valid for all third parties, in case of violation the Provider shall be compensated for all incurred damages and lost profits by the third party actions.

## XIX. CHANGES OF THE PLATFORM

Article 19.1. The Provider is entitled at any time to make changes and improvements in the platform, as well as of the form and content of the provided Services, as far as the main functions of the Online shop remain undamaged.

19.2. The Provider has the right to temporarily cease the provided Services if that is necessary for their actualization.

19.2. In these cases the Provider does not bear responsibly for the damages and lost profits incurred by the Users.

## XX. COMMUNICATION WITH THE USER

Article 20.1. With the filling of the information and coordinates for contact, the User gives his explicit consent for the use of the Provider of all technical devices for communication with the Client, for which the User has indicated coordinates for contact.

20.2. The provision of information and coordinates for contact by the Client does not oblige the Provider to realize contact with the User.

20.3. The language of these Terms and Conditions and for communication with the User is English.

## XXI. INFORMATION AND CONSENT

Article 21.1. The User declares that it has been given the information and is familiar with:

- a) the name and address, as well as all other information for identifying the Provider;
- b) all characteristics of the products and services, provided by the Provider;
- c) the price of the products and services with all taxes and costs included, as well as the quantity of the ordered products;
- d) the requirements for payment and the provision of the services;
- e) the right of the User to decline the services;

- f) the period during which the price of the services is valid;
- g) the terms of use of the services;
- h) the terms and expiration date of the guarantee;
- i) contact information for the Provider, including through telephone and e-mail;
- j) the technical steps for the conclusion of the contract and their legal value;
- k) the technical means for determination and redress of errors at the entering of information before the declaration for conclusion of the Contract is made.

21.2. The User agrees for the conclusion of the contract from distance, as well as for advance and prior payments of the delivered Products.

## XXII. ANNOUNCEMENTS

22. All announcements shall be made on the contact addresses declared on a visible place on address <http://www.superhosting.bg/web-hosting-page-contact.php> respectively via e-mail and the contact address of the User.

## XXIII. INFORMATION FOR VISITORS

Article 23.1. All Visitors of the platform shall be obliged to comply with the present Terms and Conditions in their part regarding the copyrights and other rights of the Provider, as well as to refrain from any actions that might damage the rights and legal interests of the Provider. Such actions are: publications of materials containing viruses or other programs that aim to destroy or harm the platform or other system, as well as materials with forbidden, indecent, false, threatening or malicious content for the Provider or a third party. The Provider reserves the right to remove and/or edit such materials.

23.2. The Provider only supports the platform Shopiko and does not sell the Products to the Users. The Provider does not bear responsibility for damages incurred by the improper behavior of Users of the Online shop or by third parties; for the quality, the delivery and other conditions for the purchase of the Products by the Users; for violation of copyrights and other rights of third parties by the Clients; for damages incurred by lack of or interruption of the accessibility to the platform Shopiko, for reasons beyond the Provider's control.

## XXIV. TERMINATION

Article 24.1. The Contract for provision of the Service under these Terms and Condition terminates:

- with the expiration of the term of the Contract, according to the chosen by the User subscription plan;
- with termination and declaration of liquidation or declaration of inconsistency of one of the parties to the Contract;
- by mutual consent of the parties in written form;
- in case of objective inability of one of the parties to the Contract to perform its obligations;
- in case of expropriation or sealing of the equipment by the state authorities;
- in the cases explicitly indicated in these Terms and Conditions;



24.2. The Provider is entitled by his sole discretion to send a notice and without owing compensation to unilaterally terminate the Contract, in case he finds out that the provided services are being used in violation of these Terms and Conditions, the Policies established by the Provider, the legislation of the Republic of Bulgaria, the common moral norms or the common rules for use of the service "Online shop" or the service "E-mail".

## **XXV. LIABILITY**

Article 25.1. In case the User terminates the Contract before the expiration of the term of the Contract concluded under these Terms and Conditions, the User owes to the Provider compensation equal to the due payment for the complete period of the Contract.

25.2. If the Provider has received the full price for the complete period of the Contract, the remuneration paid by the User shall be considered a compensation of the Provider for the preliminary termination of the contract.

25.3. In case the Contract concluded pursuant to these Terms and Conditions is unilaterally terminated by the Provider as a result of the culpable non-fulfillment of obligations by the User, the latter owes to the Provider compensation equal to the due payment for the rest of the Contract period.

25.4. In case of culpable non-fulfillment of obligations by the User for provision of the Service, the Provider is entitled to a compensation amounting to the due remuneration for the rest of the Contract period.

25.5. In case of a complaint by a third party for use of the service in violation of the legislation, the common principles of morality or the provisions of these Terms and Conditions, the parties agree that the Provider has the right to temporarily restrict the provision of the service or the access to the information of the User until the case is solved.

25.6. The User shall be obliged to compensate the Provider in case of court claims and other claims of third parties (regardless of their validity) for all damages and expenses (lawyer fee and court taxes included) that result from or are related to (1) non-fulfilment of any of the obligations according to this Contract, (2) violation of copyrights, rights of the producer, rights of broadcasting or other rights of intellectual property and (3) unlawful transfer to other persons of the rights given to the User for the term and under the conditions of the Contract.

25.7. The Provider shall not be liable in cases of inability to provide connection or functioning of the technical equipment for a certain amount of time due to force majeure, chance event, issues in the Internet, technical or other objective reasons, including rulings of the competent state authorities.

25.8. The Provider shall not be liable for damages caused by the User to third parties.

25.9. The Provider shall not be liable for the material and non-material damages, consisting of lost profits or suffered damages, incurred by the User in the process of usage or non-usage of the Service.

25.10. The Provider shall not be liable in case the security measures of the technical equipment through which the Service is being provided, have been overcome and this results in loss of information, distribution of information, restriction of the access to information, changes in the information published on the websites of the User and other similar consequences.

25.11. The Provider shall not bear responsibility in case of provision of access to information, loss or change of data and parameters of the Service, occurred as a result of false legitimization of a third person that presents himself as the User, if from the circumstances can be concluded that this person is the User.

25.12. The Provider shall not be liable for the non-fulfilment, fully or partially, of the obligations and commitments in case of force majeure.

25.13. The Provider shall not be liable for damages, lost profits, expenses, claims and other responsibilities to the Users or to the end users, if they occurred as a result of non-compliance to these Terms and Conditions and the Policies of Shopiko, the Terms and Conditions of the relevant Online shop or the active legislation by the User or the end user.

25.14. The User shall agree that in all cases the liability of the Provider shall not exceed the amount of a three month subscription according to the subscription plan, chosen by the User.

25.15. 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.

25.16. 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.

25.17. 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.

25.18. 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.

25.19. 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.

## XXVI. AMENDMENT AND ACCESS TO THE TERMS AND CONDITIONS

Article 26.1. These Terms and Conditions can be amended by the Provider, for which the latter shall inform in a suitable manner all Users of the Service.

26.2. The Provider and the User shall agree that every supplement and amendment of these Terms and Conditions shall have effect to the User after an express notification by the Provider and if the User does not declare within 14 day their rejection.

26.3. The User agrees that all statements of the Provider in connection with the amendment of these Terms and Conditions shall be sent to the e-mail address, indicated by the User during the registration for the use of the Service. The User of the Service agrees that the e-mails sent according to this Article need not be signed with digital signature in order to have effect towards him.

26.4. The Provider publishes these Terms and Conditions on address <http://www.superhosting.bg/web-hosting-page-terms-and-agreements.php#shopiko>, along with all amendments and supplements therein.

## XXVII. OTHER PROVISIONS

Article 27.1. The User and the Provider shall be obliged to mutually protect their rights and legal interests, as well as to keep their commercial secrets, that became known in the process of execution of the Contract and these Terms and Conditions.

27.2. The User and the Provider shall be obliged during and after the expiration of the Contract not to make publicly known any written or oral correspondence between them. For publicly known can be considered the correspondence published in print or electronic media, Internet forums, private or public websites, etc.

27.3. In case of controversy between these Terms and Conditions in a specific Contract between the Provider and the User, the provisions of the specific Contract shall prevail.

27.4. The possible invalidity of any of the provisions of these Terms and Conditions shall not lead to invalidity of the whole Contract.

27.5. All disputes raised by or related to these Terms and Conditions, that cannot be settled in a friendly manner by the Provider and the User through negotiations, shall be referred for resolution to the Arbitration Court with the Bulgarian chamber of Commerce and Industry, pursuant to its Rules for cases, grounded on arbitration agreements, and the applicable law shall be the Bulgarian legislation.

27.6. For all issues not specified in this Contract related to the implementation and interpretation of these Terms and Conditions, the legislation of the Republic of Bulgaria and the Policies of the Provider shall be applicable.

Article 28. These Terms and Conditions enter into force for all Users on **March 18, 2024**.

Article 29. The Policies for use of the Services "Online shop" and "E-mail" are announced on address: <http://www.superhosting.bg/web-hosting-page-terms-and-agreements-politics.php>

• [Former Terms and conditions for use of the service Shopiko](#)  
(Introduced on: May, 17, 2018; Canceled on: March, 18, 2024)