GENERAL TERMS AND CONDITIONS

I. GENERAL TERMS

1. These general terms apply to the provision of services by **"VARNA DATA CENTER" LTD.**, whose address is city of Varna, 21 Evlogi Georgiev str., entr.B, ap. 22, registered with the Commercial Register at the Registry Agency under EIC: 201520130, hereinafter referred to as **SUPPLIER**, to individuals or legal entities, hereinafter referred to as **CLIENTS**.

2. The general terms and conditions are pre-established regulations that govern the relationship between the **SUPPLIER** and the **CLIENTS**, regarding the provision of services.

3. The general conditions have legal effects between the parties, once the **CLIENTS** declare in writing that they accept the General Terms and Conditions.

4. **CLIENTS** may use the services under condition that they are of legal age and there is no legal obstacle to entering into a contract with the **SUPPLIER.** In order to access the services offered, **CLIENTS** are obliged to provide accurate and up-to-date identity information, contact and other data during the registration process. It is the responsibility of the **CLIENTS** to maintain the confidentiality of the information contained in their account and any activity carried out by the account is entirely their responsibility. In case of unauthorized use of the **CLIENTS**'s account and any security breach related to the account, you must immediately notify the **SUPPLIER**. The same will not be responsible for any loss or damage caused by the **CLIENTS**'s failure to provide timely and accurate information or security breaches.

5. The parties in a written contract may agree among themselves to terms different from the General Terms and Conditions. These terms are specified in a written individual contract and are effective only for the specific transaction. In this case, if there is a discrepancy between what is agreed by the parties and the General Terms and Conditions, the agreed terms shall prevail.

II. SERVICES PROVIDED BY THE SUPPLIER TO THE CLIENTS

1. The **SUPPLIER** is obligated to provide services to **CLIENTS as** described on https://onservices.net/index.php?rp=/store/vps-hosting and in accordance with specifications defined depending on a chosen by the **CLIENTS** subscription plan, and to provide connectivity, technical availability of the services explicitly mentioned in the individual order of the **CLIENTS.**

    1.1.Hosting

    VIRTUAL SERVER

- The **SUPPLIER** uses OS virtualization technologies to create and provide to its **CLIENTS** virtual servers. All software products are owned by the **SUPPLIER** or its partners. **CLIENTS** cannot modify or attempt to change system settings of the software products or to violate their rights of use and intellectual property.

- All virtual servers and VPS hosting services created by the **SUPPLIER** are available to the **CLIENTS** with no management. The **CLIENT** is obliged to manage themselves their virtual server and not to expect the **SUPPLIER** to work on their VPS hosting account. This condition is for

protection of the information and quality of the services that the **CLIENT** uses. Any attempt of infringement is ground for the service supply termination.

- Every **SUPPLIER`S CLIENT**, who wants to get partial or regular interference by an expert to manage their virtual server, must send a request to buy once or to subscribe to the service - Managing virtual server.

III. PRICES AND WAY OF PAYMENT

1. The unit prices for the individual types of services, according to the scope of the agreed activities offered by the SUPPLIER, are indicated at the address https://onservices.net/index.php?rp=/store/vps-hosting.

2. The **CLIENT** undertakes to pay the **SUPPLIER** the price of the services within the term and under the conditions described in the "General Terms and Conditions" and the "Terms of Use of the Service".

3. The price of the services is final and subject to change only by mutual agreement.

4.The payment under art. 2 can be made:
- by bank transfer in BGN to the bank account of the SUPPLIER: United Bulgarian Bank AD, BIC: UBBSBGSF, IBAN BG70UBBS80021040092750;
- in Euros through the PayPal.com system;
- by bank transfer, you can also pay online with bank cards with the Visa, MasterCard, Verified by Visa and MasterCard SecureCode brands.

5. If the subscription plan does not explicitly state otherwise, it is assumed that the price does not include VAT and other taxes that are due as a result of using the services. The **SUPPLIER** is not responsible for any fees or charges by the financial institution or payment method used by the **CLIENT**, as a result of making a payment for the services.

6. Payment is made before the start of the period of using the services. Services are pre-paid and this is invoiced when **CLIENT** is placing an order, this applies to both new service and renewal of current service.

IV. TERMS OF PROVISION OF SERVICES. TERMINATION AND BREACH.

1. The **SUPPLIER** is committed within 24 hours after receiving payment for the service to put the virtual server into operation.

2. The **CLIENT** may terminate the service at any time, with or without reason, through the Customer Area.

3. Upon the occurrence of force majeure events that last more than one month and the parties lose commercial interest in this contract.

4. The **SUPPLIER** temporarily suspends the service if the **CLIENT** does not pay for its renewal within 7 (seven) days after the renewal date. If payment is not received within 15 days after the suspension of the service, it is terminated and the data is deleted from the **SUPPLIER**'s servers and backups.

5. Reactivation of a deleted service/account can be done after payment of the relevant fee for the renewal of the **CLIENT's** service, within a period of at least three working days.

V. RIGHTS AND OBLIGATIONS OF THE SUPPLIER

1. The **SUPPLIER** provides services to **CLIENTS** in accordance with the "General Terms and Conditions" and the "Terms of Use of the Service".
2. All services, offered by the **SUPPLIER** can be used by the **CLIENT** only for operations that are not prohibited by law and not contrary to morals and good practices. If there is a reasonable evidence that the **CLIENT** fails to comply or not comply with these requirements, the **SUPPLIER** reserves the right to refuse/terminate the provision of services.
3. The **SUPPLIER** is entitled to receive in time the remuneration payable by the **CLIENT**, for the services chosen.
4. The **SUPPLIER** has the right to allow third parties to use relevant parts of the network, without thereby preventing the **CLIENT** from exercising his rights under the individual service used by him.
5. 5. The **SUPPLIER** has the right to optimize the content of the provided services at any time, including to modify and optimize software provided to the **CLIENT**, if this is necessary for technical reasons. The changes should not lead to deterioration of the contractual use of the **CLIENT** 's services
6. The **SUPPLIER** is obliged not to make publicly available the written or verbal correspondence conducted with the **CLIENT**. The correspondence should not be published in the press and online publications (including websites).
7. The **SUPPLIER** is obliged to keep the reputation and the commercial image of the **CLIENT**, even after termination of the contract.

VI. RIGHTS AND OBLIGATIONS OF THE CLIENT

1. **The CLIENT** is not allowed to have the following types of content, such as files or links on the hosted virtual servers:

• Calls, invitations, materials that incite illegal activities;
• Materials that violate or may violate the intellectual property rights, copyrights, and related rights of others;
• Promotion of pornographic, sexually explicit, violent, obscene, or extremely indecent materials;
• Anything that constitutes the distribution of SPAM;
• Anything related to Warez or hacker-oriented;
• Torrent links (Torrent tracker);
• Pirated software;
• Mining of Bitcoin and derivatives;
• Access and use of resources from the Darknet;
• psyBNC, IRC, and similar;
• Any materials related to inciting racial, religious, or other hatred;
• Content that violates the laws of the Republic of Bulgaria and European legal norms;

- File downloads;
- Background processes (proxy server, chat sessions);
- Rating sites and systems, platforms for file/image sharing;
- Scripts or programs aimed at DDoS (Denial of Service);
- Perl or Python-based applications and scripts that can cause unwanted effects on our system are automatically punished by our system for monitoring uploaded file formats and securing the file system;
- Pages that are directed to a gaming server (Counter-Strike, Minecraft, World of Warcraft, GTA, and others);
- Attempts to undermine the reputation, good name, or cause moral or property damage to other **CLIENTS** or the **SUPPLIER.**

2.The **CLIENT** is obliged to pay every month the price of the selected services provided, unless he has prepaid for a longer period of time.
- The **CLIENT** undertakes to comply with the period for which he has ordered the service, when filling out the online order form;
- Failure to pay for the service will result in a seven day warning, after which the service will be terminated;
- The **SUPPLIER** does not assume responsibility for the integrity of the information of any **CLIENT** who has not paid for the service in the agreed time, as a result of which the service has been terminated.
3. The **CLIENT** is obligated to:
- keep strictly confidential all details about the negotiations, leading to the conclusion of the individual contract and its terms, and any information related to the **SUPPLIER** or their business, which came to their knowledge during the course of negotiations, execution of the contract or in any other way;
- cooperate in good faith to preserve the image and reputation of the **SUPPLIER** and their business;
- abstain from any statements, information disclosure or allegations, as well as any other public or private actions, which could present the **SUPPLIER** in negative aspect.
4. The **CLIENT** is obliged to prevent unauthorized access by third parties to **SUPPLIER'S** software and services.
5. In case of errors /defects/ troubleshooting of the services provided or of the software, the **CLIENT** must immediately contact the **SUPPLIER** and follow the instructions given. The **SUPPLIER** has no responsibility if such errors /defects/ troubleshooting of the services or software is due to the intervention of third parties.
6. In accordance with Article 6 of the Electronic Commerce Act of the Republic of Bulgaria,creation and distribution of unwanted commercial messages (SPAM) is strictly prohibited on the **SUPPLIER`S** servers. Any **CLIENT**, who is found to violate the rules, is subject to termination of the services provided without preliminary notice. The **SUPPLIER** will directly refuse providing services to already established spammers. The **SUPPLIER`S** network, equipment and e-files, should not be used to spread spam attacks, mail bombs and any unauthorized mass e-mails. The domain name of the **CLIENT** must not be present as source, an intermediate unit or response address in any of the above messages. This prohibition also applies to the sending of illegal mass

e-messages via another operator, which somehow can be associated with the use of the network, equipment or e-mail address of the **SUPPLIER**. An e-message is considered improper if it is sent in violation of the newsgroups or the recipient has not ordered or wanted it. Under this definition, the public announcement of someone's e-mail address is not a request or wish to receive messages. Any violation of the above rules will result in immediate termination of the provision of services without refund of the payment.
7. By accepting these General Terms and Conditions, the **CLIENT** agrees that downloading or uploading for storage any information, using the **SUPPLIER's** services, is done on their own responsibility and risk. The **CLIENT** is personally responsible for any damage caused to them, to a third person, to a computer system or loss of data through the use of the services.

VII.   PRIVACY POLICY

1. The **SUPPLIER** collects and processes **CLIENT`S** personal data pursuant to Article 4, Paragraph 1, point 2 and point 3 of the Personal Data Protection Act of the Republic of Bulgaria, and particularly based on the following:
- Explicit consent of the **CLIENT** of the service;
- Implementation of the **SUPPLIER's** obligations to the **CLIENT`S** for using the services provided.
2. By accepting the "General Terms and Conditions" for the use of the service provided by the **SUPPLIER**, the **CLIENTS** explicitly agree that the **SUPPLIER** has the right to process their personal data submitted during the registration for the use of the services.
3. The **SUPPLIER** is registered as administrator of personal data with the Commission for Personal Data Protection.
4. The **SUPPLIER** collects and process personal data, submitted by **CLIENTS** including for the following purposes:
- Accounting purposes;
- Statistical purposes;
- Information security;
- Guarantying the implementation of the obligations for providing the service concerned;
- Resolving disputes between the **CLIENT** and third parties.
5. The **SUPPLIER** pursues the following principles in the processing of personal **CLIENT** data:
- Legality and fairness;
- Accurate determination of the purposes of processing;
- Relevance to the objectives of processing;
- Accuracy and actuality;
- Consent of the **CLIENT** for data processing.
6. The **SUPPLIER** does not collect and process personal data and the **CLIENT** does not provide those, which concern the following:
- revealing racial or ethnic origin;
- revealing political, religious or philosophical beliefs, membership in political parties or organizations, associations with religious, philosophical, political or labor unions purpose;
- concerning health, sexual life or the human genome;

7. In the collection and processing of **CLIENT`S** personal data, the **SUPPLIER** ensures adequate level of protection according to the development of information technologies against accidental or illegal destruction or accidental loss, unauthorized access, modification or distribution as well as against other illegal forms of processing.

8. The **CLIENTS** are required to act with due care for the preservation and protection of personal data when giving it to the **SUPPLIER**.

9. The **CLIENTS** undertake to keep up-to-date the personal data they provide to the **SUPPLIER**.

10. The **SUPPLIER** gives the **CLIENTS** access to their personal data, collected in the registration process for using the services.

11. The **SUPPLIER** gives the Commission for Personal Data Protection access to the registers kept by them and does not prevent control over the process of processing.

12. The **SUPPLIER** provides the authorities with the **CLIENT'S** personal data if it is requested after an explicit written order and in the cases provided by law.

13. The **SUPPLIER** provides the authorities with the **CLIENT`S** personal data including in the following cases:

- Article 251, Paragraph 1 of the Electronic Communications Law.
- Article 16, Paragraph 3 of the Electronic Commerce Law.
- Article 148, Paragraph 1 of the Ministry of the Interior Law.

14. After achieving the goals of the **CLIENT`S** personal data processing, the **SUPPLIER** destroys data in accordance with the requirements of the Personal Data Protection Act.

15. The **CLIENTS** have the right to access personal data concerning them by sending a request to the **SUPPLIER** for providing electronic access.

16. The **SUPPLIER** provides access only to data concerning the respective individual, who had sent request for access.

17. The individuals, to whom the data refers, may require from the **SUPPLIER** at any time the following:

- Confirmation whether the data concerning them are being processed, information for the purposes of this processing, the categories of the data and the recipients or categories of the recipients to whom the data are disclosed;
- Message in an intelligible form, containing individual`s personal data being processed, and any available information about their source;

18. The individual whose data are processed may require actions under point 17 for free at most once every 12 months.

19. The individual whose data are processed by the **SUPPLIER** has the right at any time to request the following:

- To delete, correct or block their personal data, processing of which does not meet the requirements of the Personal Data Protection Act;
- To notify third parties, to whom their personal data have been disclosed, for any deletion, correction or blocking carried out in accordance with the above sentence, except in the cases when this is impossible or involves a disproportionate effort.

20. Requests sent to the e-mail address of the **SUPPLIER -** support@varnadatacenter.com , pursuant to this policy must contain at least the following:

- Name, address and other data to identify the individual;
- Description of the request;

- Preferred form of provision of the information;
- Signature, date of application and mailing address.

21. When the request is filed by a representative of the person, a notarized power of attorney shall also be enclosed.

22. The **SUPPLIER** shall act on the request of the individual within 14 /fourteen/ days of filing.

23. The term of point 22 can be extended by the **SUPPLIER** up to 30 /thirty/ working days, when a longer term is objectively required for the collection of all requested data and this seriously complicates the activity of the **SUPPLIER.**

24. The **SUPPLIER** notifies in writing the individual who made the request as to whether it is satisfied or provides a reasoned refusal to satisfy the request. The notification shall be sent by the **SUPPLIER** to the individual by e-mail.

25. The absence of notification by the **SUPPLIER** to the individual will be considered a refusal.

26. The individual to whom the data refers is entitled to the following:

- To object to the **SUPPLIER** against the processing of their personal data in the presence of legal basis. When such objection is justified, the personal data of the individual can no longer be processed;

- To object to processing of their personal data for direct marketing purposes;

- To be informed before their personal data are disclosed for the first time to third parties or used on their behalf and being given the opportunity to object to such disclosure or use.

27. The **SUPPLIER** is obligated not to provide information about their **CLIENTS** to third parties. Exception to the above is acceptable, if it is requested by the official authorities, or after **CLIENT`S** permission. The **CLIENT** agrees that the **SUPPLIER** will use the provided personal data for the purpose of delivery and maintenance of the services offered.

Commission for Personal Data Protection
Address: 15, "Acad. Ivan Evstatiev Geshov", Blvd, Sofia 1431
Centre for information and contacts, about the registration of the data controllers
Tel: 02/91-53-518
Legal and International Activity Directorate
Legal Opinions and International Cooperation Unit
Tel: 02/91-53-565, 02/91-53-563
Law Proceedings and Supervision Directorate
Law Proceedings and Procedural Delegation Unit
Tel: 02/91-53-535
Registry
Tel: 02/91-53-515, 02/91-53-519
Fax: 02/91-53-525
E-mail: kzld@cpdp.bg
Website:www.cpdp.bg

VIII.   PAYMENT POLICY

1. The **CLIENT** is obliged to pay the amounts due to the **SUPPLIER**, related to the requested services, without having the right to refusal or claims.

2. When paying by bank transfer, the **CLIENT** may cancel the payment order by written notice to the bank and sent written notice to the **SUPPLIER** within 30 days from the date of the payment order only if, prior to proceeding with the cancellation of the order, the full amount value of the service has been paid to the **SUPPLIER**.

3. In case the **CLIENT** fails to pay the amount due for the services within the prescribed period - 1 (one) week after the expiry of the requested period for payment, the **SUPPLIER** notifies the **CLIENT**, and then disables the services until they are paid. For the time during which the service is suspended, no compensation is due from the **SUPPLIER**, as the service is still active and is using system resources, even though it is suspended.

4. A **CLIENT** who has the right to a discount, but did not respect the time limits for payment of services loses the right to discount without receiving notification by the **SUPPLIER**.

5. In case of registration with false personal data or in case of discrepancy between the registered person and the person who paid for the services, the **SUPPLIER** reserves the right to refuse the service and refund the amount paid, except for the fees for carrying out a transfer or transfer, if any.

6. Upon receipt of an amount less than the specified full invoiced amount for payment, due to bank charges, wire transfer fees and others, the **SUPPLIER** shall be entitled to invoice the difference between the amount of payment received and the amount of payment due.

7. The **SUPPLIER** issues electronically the accounting documents in accordance with Article 7, Paragraph 1 and Article 8 of the Accountancy Act, Article 114 of the VAT Act and Article 78 of the Regulations for Implementation of the VAT Act. The seal is not a binding requisite of the invoice. Each accounting document is sent to the **CLIENT`S** email address within the prescribed period.

8. The invoice must be issued not later than 5 (five) days from the date of occurrence of the tax event (Article 113, Paragraph 4 and Paragraph 6 of the VAT Act.), in the case of advance payment - not later than 5 (five) days from receipt of the payment. When the issuing of invoice is not mandatory, it is issued at the wish of the **SUPPLIER** or the **CLIENT,** each Party shall provide necessary assistance to the other party for the issuing.

9. In case of guilty failure to fulfill the **CLIENT`S** obligations to the contract, related to payment of amounts due, as with failure of any other **CLIENT`S** obligations, the **SUPPLIER** is relieved of their obligations to the previous point.

10. Incase the **CLIENT** remains dissatisfied with the service purchased for any reason, they have the right to withdraw it within 15 (fiveteen) calendar days after the activation of services by the **SUPPLIER**. Reimbursement of the full amount of service activation is same as the way the payment was made, and the **CLIENT** bears all costs of restoring the service.

11. The **SUPPLIER** reserves the right to change the prices published on the Website at any time and without notice, as well as to change the amount of resources specified for the plans and packages, at any time and without notice.

IX.   FINAL CLAUSES

1. The General Terms and Conditions are applied and interpreted in accordance with the Bulgarian law.

2. The Parties shall make efforts in good faith to resolve any disputes between them by negotiation.

3. All disputes arising from the General Terms and Conditions or related to it, including disputes arising from or related to its interpretation, invalidity, execution or termination, which cannot be settled voluntarily, will be settled by the competent court at the **SUPPLIER's** headquarter.

4. In case that any clause of the General Terms and Conditions is declared, or is invalid, illegal or unenforceable, in whole or in any part of it, then the validity, legality and enforceability of the other clauses will continue its full effect without being affected. The Parties undertake to replace the invalid clause with a clause which by its maximum economic logic is the closest to the invalid clause.

5. The **SUPPLIER** reserves the right to change the General Terms and Conditions at any time and without notice.

6. These General Terms and Conditions take effect as of 01.05.2024 and are applied until their explicit cancellation or replacement with others.