

# GENERAL TERMS AND CONDITIONS FOR WEB HOSTING

## Section I

### Subject of the contract

1. "TELNET" Ltd, Veliko Tarnovo, hereinafter referred to as the OPERATOR is obliged to provide the CUSTOMER a disk space on its server, where the CUSTOMER is able to host Web pages ("web hosting"), in accordance to the terms in the signed contract. The OPERATOR is obliged to provide Internet connection for a transfer of information packages between World Wide Web and the Web pages of the CUSTOMER. The latter shall pay the OPERATOR for these services.
2. Integral part of the contract between the parties is the Tariff plan for „Web hosting" service of "TELNET" Ltd. where is listed the provided disk space by the OPERATOR.
3. By signing this contract the CUSTOMER declares that he read and accepted the General terms and conditions of the OPERATOR for providing electronic and telecommunication services and the Tariff plan for „Web hosting" service of "TELNET" Ltd, which are published on the web page of TELNET Ltd [www.telnet.bg](http://www.telnet.bg) and are an integral part of the contract.
4. Definition of the terms:
  - „Web hosting", under the Terms and conditions of Web Hosting of Telnet Ltd means: providing a disk space on the server of the OPERATOR for hosting of CUSTOMER'S web pages which have Internet access via a uniform resource locator (URL), HTTP protocol. "Web hosting" is shared hosting service.
  - "Web pages" under the Terms and conditions of Web Hosting of Telnet Ltd means: a definite location in the World Wide Web, which is accessible through its uniform resource locator (URL) HTTP protocol and contains files, programs, text, sound, images, video or other materials and resources;
  - "Domain" under the Terms and conditions of Web Hosting of Telnet Ltd means: a name that consists of letters, recorded in special registers by authorized persons which enables finding and individualizing resources in the World Wide Web;
  - "Link" under the Terms and conditions of Web Hosting of Telnet Ltd means: an address of a web page that facilitates the transfer of visitors to other web pages of the CUSTOMER or to other web pages in the World Wide Web.

## Section II

### Entry into force and term of the contract

1. The contract between the OPERATOR and the CUSTOMER is valid for 1 (one) year period, starting from the date of its signing.
2. In case there is no change in the service parameters and price, the CUSTOMER wishes to continue to use the service after the expiration date and if there is no objection by the OPERATOR, the contract will be renewed for one more year. This rule is repeated continuously.
- 3: The CUSTOMER shall pay the agreed remuneration at the time of signing the contract - the total amount for the term of the contract.
4. The remuneration may be paid in cash or by bank transfer.
- 5: By signing the agreement, the CUSTOMER declares that he has the opportunity to use the services - subject of the contract.

## Section III

### RIGHTS AND OBLIGATIONS OF THE PARTIES

## **Rights and obligations of the OPERATOR**

- 1: The OPERATOR has the right to receive remuneration by the CUSTOMER for the provided services.
- 2: The OPERATOR shall provide disk space on his server for hosting web pages of the CUSTOMER. The size of the disk space is agreed in the signed contract.
- 3: The OPERATOR shall provide 24 hours technical support for the services mentioned above.
- 4: The OPERATOR may, but is not obliged to provide additional disk space for the needs of the CUSTOMER in Point 2 of this Section. The CUSTOMER shall pay an additional fee for this service by signing an Annex to this Contract.
- 4.1: If on the server of the OPERATOR, there is a hosting of resources exceeding the specified size in Point 2, Section III or it is sent a request to the OPERATOR for the provision of additional disk space, it is considered that the CUSTOMER's needs exceed the insured disk space and the CUSTOMER shall pay additional fee for the use of additional disk space since the day of the additional hosting.
- 5: The OPERATOR shall provide connection to the World Wide Web of the agreed capacity in the contract / the increased one respectively in accordance with Point 4 of this Section and the additional remuneration.
- 6: The OPERATOR shall ensure the required number of virtual POP3 or IMAP for an e-mail account of the CUSTOMER under the Tariff plan "Web Hosting" service of TELNET LTD.
- 7: The OPERATOR shall give the CUSTOMER a username and a password allowing him an access to the control panel of the OPERATOR's server. The Customer needs this access in order to host his web pages and resources.
- 8: The OPERATOR has no obligation to create the Web page/Web pages, the design or the programming code of the CUSTOMER, The OPERATOR is not obliged with the process of hosting of these web pages on the web server as well.
- 9: The OPERATOR shall register and manage according to the Tariff plan 1 (one) domain in (.com, .net, .org, .biz, .info, .eu) for one year. The registration is completed in 48 hours after signing the contract.
- 10: The OPERATOR can provide the CUSTOMER additional services such as: creation of web pages, consultations during the process of the creation, registration and administration of more domains. For these services the CUSTOMER shall pay additional fees, agreed in the Annex to this Contract,
- 11: The OPERATOR has the right but not the obligation to keep materials and information, located on the server by the CUSTOMER, and to submit them to the relevant state authorities in cases when it is necessary to preserve the rights, legal interests, property and security of the OPERATOR as well as third parties, in case of claims relating to the violation of their rights and when the materials or information are required duly by the competent authorities.

## **Rights and obligations of the CUSTOMER**

- 1: The CUSTOMER has the right to use the provided by the OPERATOR access to the control panel for hosting web pages, creating e-mails and FTP accounts and server resources and to administrate them. The OPERATOR is not obliged, but can assist the CUSTOMER hosting his web pages and resources on the insured disk space on the server.
- 2: The CUSTOMER shall pay the OPERATOR all due fees on time.
- 3: The CUSTOMER uses the services provided by the OPERATOR without violating the norms of the law, the generally accepted norms of morality, and the rules of netiquette.

4: The CUSTOMER has no right to load, store, distribute, use files, programs, images, sounds for which he has no copyrights, materials that are not suitable for minors, software that is not owned by the CUSTOMER; materials that express racial, religious or other kind of discrimination; materials that would derogate the reputation of third parties, including individuals, companies, governments, organizations and countries, information that would help others in committing crimes, information that constitutes state secrets for the Republic of Bulgaria and for the country / state of the CUSTOMER.

5: The CUSTOMER has no right to load, store, distribute, use or transfer any materials and data, containing computer viruses, programs for remote access or aiming to overcome or hinder the activities of computer security programs and all other protections.

6: The CUSTOMER is able to use different programming languages for the creation of web pages, to redirect domains and to create subdomains, to view site statistics, etc. by paying fees under the Tariff plan for "Web Hosting" service of TELNET Ltd.

7: The CUSTOMER has no right to give access to the provided by the OPERATOR disk space to third parties.

8: The CUSTOMER shall not give and permit giving the passwords for access to the server of the OPERATOR to third parties. The CUSTOMER is fully responsible for keeping them in secret.

9: The CUSTOMER is entirely responsible for taking the necessary measures for:

- Prevention of losses or damages to his webpage / pages
- Maintenance of an independent archive and backup copies of the contents of his page/pages;
- Storage, security and integrity of the contents of his web page/pages that are stored on OPERATOR's servers.
- Keeping the confidentiality of your password.

10: Servers and Hosting services of Telnet Ltd. are not an archive and Telnet Ltd. shall not be responsible for any loss, damage or breach of the contents of the web page/pages of the CUSTOMER. The OPERATOR keeps records of the contents of a CUSTOMER website for a period of four days, and the user can download and store daily backups of this content.

11: The CUSTOMER can create his web page in a format listed in the chosen package for Web Hosting under the Tariff plan.

## **Section IV**

### **Limitation of liability**

1: The OPERATOR is not obliged, doesn't control and is not responsibility for:

- hosted on the server web pages, files, programs, images, sound, text, links or any other materials and content of the CUSTOMER;
- Information packages which are transferred through provided by the OPERATOR service to and from web pages of the CUSTOMER and their content;
- The links which CUSTOMER place on his web pages to other web pages
- Cases in which the hosted CUSTOMER website is hacked because of scripts in the CUSTOMER's system.

2: If third parties claims responsibility against OPERATOR for compensation for damages and missed benefits, connected with hosted CUSTOMER's resources on OPERATOR's server, the CUSTOMER is obliged to compensate the OPERATOR and these third parties for damages and missed benefits.

3: The parties realize the risk of eventual interruptions and other difficulties in Internet connection and services despite good maintenance by the OPERATOR. The OPERATOR is not responsible for damages to CUSTOMER caused by provided services unless they are caused intentionally or

by obvious negligence.

4: The OPERATOR is neither responsible for the content of the messages delivered through e-mails, nor for the CUSTOMER'S obligations to third parties arising during the use of the service provided by the OPERATOR.

The OPERATOR is not responsible for any violation by third parties of the confidentiality of e-mail messages, the authenticity of a sender and a receiver, when the OPERATOR makes efforts for providing reliability and security of the systems and the breakings are not a result of an intentional actions or negligence of the OPERATOR. In these cases the CUSTOMER is obliged to indemnify the OPERATOR and every third party for damages and missed benefits because of the fault of the CUSTOMER.

5: The OPERATOR has no responsibility and the parties agree that the CUSTOMER shall compensate the OPERATOR and third parties for all damages and missed benefits as a result of unauthorised access of third parties to OPERATOR's server/s, because of unexecuted CUSTOMER's commitments in accordance with Section 3, Point 8 of the Rights and obligations of the CUSTOMER.

6: The liability of the OPERATOR to the CUSTOMER can't exceed CUSTOMER's monthly payment for web hosting service.

7: In case of invalidity of a paragraph/s of this contract, it does not necessarily invalidate the entire contract.

## **Section V**

### **Termination of the contract**

1: The contract between the OPERATOR and the CUSTOMER ceases to have effect except as permitted by law grounds and in following cases: mutual agreement; objective incapability of execution of undertaken work; unilateral written statement for cancellation by the party that properly performs the duties; OPERATOR's opposition according Point 2, section III;

2: The OPERATOR has the right to cancel the contract immediately in case of a breach of any obligations by the CUSTOMER.

3: In case of termination, respectively cancellation of the contract, the OPERATOR stops the traffic between the CUSTOMER's web page and the World Wide Web, stops FTP CUSTOMER's access to the OPERATOR's server and has the right to delete web pages and all files, programs, images, sound, text, links and any contents, the OPERATOR has the right to delete all CUSTOMER's e-mails hosted on OPERATOR's server along with any messages contained therein.

4: In case of termination/cancellation of the present contract, the CUSTOMER is fully responsible for transferring his web page/s from the OPERATOR's server. The OPERATOR will not transfer CUSTOMER's web page/s to another provider. In case of termination/cancelation of the present contract for web hosting the OPERATOR will not transfer and maintain CUSTOMER's web page/s.

## **Section VI**

### **Sanctions and penalties**

1: The OPERATOR has the right without any warning to impose a temporary sanctions to the CUSTOMER as cancelling the provision of the services or changing their quality (limitation of capacity, traffic, protocols etc.), without terminating the contract, if the CUSTOMER operates in violation of the laws and provisions concerning the services or their usage, gives access to the OPERATOR's server to third parties by telling them the passwords. The temporary sanctions will be valid till the CUSTOMER starts to execute accurately his obligations under the contract.

2: If there is a delay in CUSTOMER'S payments of more than 7 days, the OPERATOR has the right to suspend the provision of the services under this contract till the payment is made.

3: The OPERATOR, as a party of the contract, has to receive all due payments under the contract, including the fees for temporary stopped services in cases, mentioned in Points 1 and 2, Section VI. The OPERATOR is not responsible for CUSTOMER's damages and missed benefits.

4. If the CUSTOMER is late with the payment of the fees to the OPERATOR, the CUSTOMER has to pay a penalty of 0.2 % (zero point two per cent) on the overdue amount for each day of the delay.

## **Section VII**

### **Applicable Law**

1: Bulgarian legislation and practice are applicable for all issues which are not settled in the present contract.

## **Section VIII**

### **Disputes**

1: All disputes between the parties in connection to the present contract and the attendant rights and obligations of the parties shall be solved by negotiations between the parties in a spirit of goodwill and mutual understanding. If a consensus is not possible to be reached, then the dispute will be referred to the Bulgarian court of justice.

## **Section IX**

### **Confidentiality**

1: The parties of the contract declare that any information they have in connection with the contract is confidential and they shall not distribute it to third parties, except in cases envisaged by law.