

GENERAL TERMS AND CONDITIONS FOR THE USE OF ePero®START SERVICES FOR BUSINESS ENTITIES

I. GENERAL PROVISIONS

Article 1

These General Terms and Conditions for the Use of ePero®START Services for Business Entities (hereinafter: General T&Cs) lay down the conditions applying to the provision of electronic document-signing services, the scope of such services, and the mutual rights and obligations of the customer and SETCCE, a company headquartered at Tehnološki park 21, Ljubljana as the authorised representative for the provision of ePero®START services (hereinafter: provider).

The provider and customer may regulate rights and obligations not addressed in these General T&Cs by means of written addenda thereto. Should the provisions of the General T&Cs differ from provisions agreed subsequently, the latter shall prevail.

The general terms and conditions for the use of services for the provision of long-term electronic document storage (i.e. electronic document capture, submission into the electronic storage system and the maintenance of an electronic document in storage for the statutorily prescribed period), which is part of ePero®START services, lay down the conditions for performance of the service of providing long-term electronic document storage and the mutual rights and obligations of the service-user and ZZI d.o.o, headquartered at Pot k sejmišču 33, Ljubljana as the authorised representative for the provision of eHramba.si services. The general terms and conditions for the use of legally compliant eHramba.si electronic storage services are published on the ZZI d.o.o. website.

Article 2

The terms used in these General T&Cs shall have the following meanings ascribed to them:

- **price list of services** means the currently valid price list of services as set by the provider;
- **incident** means an event that is not part of the standard operation of a service and that causes or could cause the non-operation or restricted operation of a service. An incident is defined as a single support issue and the reasonable efforts required to resolve it. A single support issue means a problem that cannot be sub-divided into subordinate problems. If a problem is comprised of subordinate problems, each subordinate problem shall be treated as a separate incident;
- **customer** is any legal entity or natural person that is registered to perform an activity and that has entered into a legal relationship with the provider for the provision of

- ePero®START services. A consumer may not be a customer under these General T&Cs;
- **operator** means a provider of connection services between the customer's location and that of the service provider. Connection means a telecommunications service provided by an operator;
 - **problem** means the unknown cause of one or more incidents;
 - **software** means software owned by the provider and installed on material equipment owned by the provider and forming an integral part of a service. Third-party software used by the provider or customer shall be used in accordance with the valid terms and conditions of the third party concerned;
 - **General T&Cs** mean the currently valid General Terms and Conditions for the Use of ePero®START Services.

Article 3

These General T&Cs shall become binding on the day a legal relationship is established between the provider and the customer. One copy of these General T&Cs, which are an integral part of the legal relationship between the provider and the customer, shall be presented to the customer by the provider during the negotiation phase, i.e. prior to the establishment of the legal relationship. The provider may also publish the valid General T&Cs on its website.

The provider is not obliged to enter into a legal relationship with a potential customer and shall reserve the right to refuse to allow a potential customer to use ePero®START services without providing its reasons for refusal.

The provider and customer shall define the duration of the legal relationship subsequently.

II. ePero®START SERVICE

Article 4

ePero®START is a service for the electronic signing of documents and the electronic storage of completed documentary material, i.e. completed electronic business documents under the provisions of the Electronic Commerce and Electronic Signature Act (ZEPEP), the Regulation on electronic identification and trust services for electronic transactions in the internal market (eIDAS), the Protection of Documents and Archives and Archival Institutions Act (ZVDAGA) and implementing regulations.

Article 5

The ePero®START service encompasses implementation of the process of the electronic signing of documents through the use of a personal (qualified) digital certificate, the use of a SETCCE central qualified digital certificate and two-factor authentication, or the capture and digitalisation of a handwritten signature (using a signature pad, signature display or another signing device), and the insertion of the electronic signature in an electronic document, and the service of long-term storage of electronically signed documents at the customer's location, at the electronic data processing location and at the electronic storage location.

The electronic data processing and data storage locations are accessible via the appropriate software and communication links. They ensure redundant operation. Under normal conditions, the customer communicates directly with the primary system. In the event of problems in the primary system, the function is assumed by the secondary system at the same location. According to the applicable laws, the eHramba.si accredited electronic storage service used by the ePero®START service is provided at three locations (primary, secondary and backup/security

location).

In addition to the software, the provider may also provide appropriate hardware for the use of the electronic document-signing service (signature pads, signature displays or other equipment for capturing handwritten signatures) and the electronic document storage service. The provider does not provide the relevant communication links to the electronic data processing and data storage location. The customer shall arrange communication links itself via an operator.

Article 6

The following groups of activities facilitate the provision of the ePero®START service:

- hardware solution, which includes a server platform and internal and external devices for the secure processing and storage of data;
- hardware for electronic signature capture (signature pad, signature display or another device for the capture of a handwritten signature, a device for the secure storage of a private key and other devices);
- software for document-signing (safe login, document processing, capture and digitalisation of a handwritten signature or the creation of a signature based on a digital certificate and the insertion of a signature in a document);
- software for document storage (capture, management and removal of electronic documents);
- a general software interface for access to and use of the service via available interfaces:
 - web interface,
 - interface for online services.

Article 7

The provider shall make every effort to ensure that all services are available 24 hours a day, seven days a week, unless these General T&Cs provide otherwise.

III. CONDITIONS AND PROCEDURES FOR ESTABLISHING THE SERVICE

Article 8

A customer shall express an interest in using the ePero®START service by means of a completed order form signed by an authorised person. The customer shall obtain an order form for use of the ePero®START service (hereinafter: order form) and these General T&Cs at their request by electronic or ordinary mail. The provider reserves the right to publish these documents on its website.

The date of commencement of provision of the service shall be agreed by the customer and provider subsequently.

The customer of the service undertakes to send the data (documents and other relevant data) to the provider of the service via the available software interfaces for electronic document processing, signing and storage purposes.

If a service that a customer has ordered via a correctly completed order form cannot be established for technical reasons, the provider shall notify the customer in writing of this fact and of the reasons for it within five days of receiving the order.

The provider and customer agree that the customer starts using and the provider starts providing

the ePero®START service no later than 15 business days after entering into a legal relationship and receiving a completed order form, which is an integral part of this agreement, or no later than 15 days after transitioning into the test period.

The contracting parties' obligations with regard to provision of the service, the level of service and payment for the service shall not arise until the date referred to in the previous paragraph.

The provider undertakes to provide the ePero®START service to the customer for the duration of the legal relationship in accordance with and within the scope of that determined in these General T&Cs and the order form.

Prior to the commencement of use, the provider shall send the customer unique data for accessing the ePero®START service (access to electronic signature functionality and access to the electronic storage account). Access data shall be required for use of the ePero®START service and shall ensure confidentiality of the data entered and the electronic documents generated.

The customer undertakes to safeguard the data referred to in the previous paragraph and not to disclose it to its employees or to persons to whom authorisation to use the ePero®START service has not been granted. The provider shall under no circumstance be liable for damage suffered by the user from abuse of the service or from lost, disclosed or otherwise abused user account access data.

IV. USE OF THE SERVICE, RIGHTS OF USE AND INTELLECTUAL PROPERTY

Article 9

The customer shall be obliged to use the service in accordance with these General T&Cs with the diligence of a good manager.

The customer undertakes to:

- act in accordance with instructions and with these General T&Cs;
- notify the provider immediately of any unauthorised use, suspicion of unauthorised use or possibility of unauthorised use of the ePero®START service.

Article 10

These General T&Cs under no circumstance confer the right to reproduce, distribute, amend, test, develop or disclose to the public software or the service, unless they determine otherwise. Equipment may not be leased, lent, sold, used for onward sale or used to provide or sell services to third parties. The customer may not make copies of or make adjustments to software except with the provider's prior approval.

The customer shall reproduce all notices in relation to copyright and other intellectual property rights contained within or on a service or on software or hardware on all permitted copies or adjustments. The customer may not copy software onto any public or distribution network.

Software and, where relevant, hardware that the provider delivers to the customer for the purpose of use of the ePero®START service is the exclusive and fully copyrighted property of the provider, who retains all material and moral copyrights. The ePero®START service and all rights (right of ownership, legal title to the ePero®START service and any rights stemming from copyrights and other intellectual property rights to the software or any part thereof or therefor)

are, without limitation and including rights of ownership to it, the provider's property and protected by copyright laws, international copyright agreements and other sectoral laws. This licence shall not grant any title or ownership to the customer, nor shall it grant any rights in relation to the software or to the media on which it is recorded or reproduced. The licence is connected to the customer's legal entity and any legal successor.

The provider expressly prohibits any interference with the source code, reverse engineering, onward distribution, processing, reproduction, rental in return for payment or free-of-charge, sale or any commercial use.

Unauthorised or third parties are not permitted to use ePero@START services unless these General T&Cs determine otherwise. In the event of violation or abuse, those responsible will be criminally prosecuted under the relevant legislation.

Article 11

Unless these General T&Cs determine otherwise, the provider may use the software and, where relevant, the hardware or service for other purposes (other customers) or for other content (marketing content or other customers' content).

Article 12

The provider reserves the right to make a prior check to ensure that the content for which the software and hardware or the service is to be used by the customer is appropriate (for political content, adult content and all content that is legally prohibited or restricted) and approve or refuse use of the software and hardware or the service for inappropriate or legally prohibited content.

Article 13

The provider guarantees that all the services to which these General T&Cs relate shall be provided to the customer to the quality and scope and at the price determined in these General T&Cs.

Article 14

The provider may, for technical, legal or economic reasons, change the specific parameters of a service or discontinue a service.

The provider shall notify the customer of any change to the technical parameters at least 60 days prior to the change.

The provider shall notify the customer of any change to the price of a service or to the method of billing for a service at least 45 days prior to the change.

The provider shall notify the customer of any discontinuation of a service to which these General T&Cs relate at least 120 days prior to discontinuation.

Article 15

The customer shall appoint a representative for the purpose of implementation of the ePero@START service.

The task of the customer's representative shall be to monitor the performance of obligations, resolve conflicts that arise in the course of implementation of these General T&Cs and carry out general coordination activities relating to implementation of the service.

Article 16

The customer shall be obliged to notify the provider of any change to the information that is subject to agreement between the provider and customer within eight (8) business days of the occurrence of the change.

Article 17

Services that are the subject of these General T&Cs shall be provided throughout in accordance with the provider's General T&Cs and the general technological or organisational standards applying to the performance of the provider's business activity.

The provider shall ensure that services are provided on the basis of organisational measures and technological rules (general organisation, security policy, information system management procedures, service provision) that are regularly updated to take account of legal requirements and technological recommendations.

If the provider ceases to provide services, it shall remove from the systems all data connected with the customer within a statutory one-month period, and notify the customer of this in writing.

Article 18

The provision of the service that is the subject of these General T&Cs includes the processing and storage of business and other confidential information the disclosure and use of which is governed by the law and/or the customer's by-laws and the abuse or negligent handling of which could result in material and moral damage to the customer. The provider, entering into a legal relationship with the customer as a service provider, shall safeguard all data and provide for adequate resources and measures to prevent abuse and unauthorised access to data. Persons that take part in the provision of services shall have a binding declaration in place on data protection and confidentiality.

Article 19

The provider undertakes to begin providing the services that are the subject of these General T&Cs no later than 30 days after the legal relationship arises, unless a different arrangement is reached with the customer. Written confirmation of the operation of a service by the customer drawn up following trial operation, which may not last less than ten business days, shall be regarded as the date of commencement of regular provision of the service.

V. DATA SECURITY

Article 20

Upon entry into a legal relationship, the provider and customer agree that all information to which they have access in order to provide the service shall be a trade secret and shall not be disclosed to third parties.

Article 21

The customer authorises the provider, in its capacity as contractual data processor, to store and, exclusively for these purposes, process data transmitted to the provider's information system or employees that could have a business or confidential character (for which appropriate measures for preventing unauthorised disclosure shall be provided).

The provider undertakes to provide all the services professionally and properly in accordance with the regulations on the handling of confidential data. When providing the services, the provider shall be obliged to ensure that no abuse of business or confidential information and the customer's data occurs. The provider shall ensure this through consistent adherence to the applicable laws regulating this area, and compliance with standards and best practice instructions, by-laws and internal procedures.

The customer is the owner and controller of all data, and is responsible for protecting data in accordance with the applicable laws.

The customer shall have the right to demand reports and evidence of such conduct at all times.

Article 22

The provider shall ensure security of data processing and storage in accordance with ePero®START organisational measures, which include all required organisational, technical, logical-technical procedures and measures for ensuring information security, data protection and business confidentiality.

The security policy and organisational measures shall regulate at least the following obligations:

- all data to be processed in a dedicated system that ensures prevention of unauthorised access and the safe performance of all critical operations (remote access, data transfer, digital signing, etc.);
- the premises housing the information system or parts thereof to be physically and electronically protected;
- the hardware, system software and application software, including input and output units, to be physically and electronically protected in accordance with information security principles;
- unauthorised access to data during processing or transfer, including transfer via telecommunication means and networks, to be prevented by means of a built-in system for the management of access rights and the use of cryptographic means;
- an effective means of personal data erasure to be provided by the information system on the basis of the customer's decision or directly pursuant to applicable regulations;
- traceability of all data processing to be ensured by the provider's information system, for the entire period from the start of processing to the completion of storage of data.

Article 23

The provider shall host the information system and back-up copies itself, or with subcontractors in the territory of the European Union. In the latter case, it shall provide the same guarantee for the subcontractors as if it performed the services itself.

VI. PROVIDER'S LIABILITY

Article 24

The provider shall not be liable for injury, damage or loss, whether direct or indirect, special, accidental or consequential or resulting from the use or inability to use ePero®START services, including but not limited to the loss of profit or programs, including the costs required to restore such data or programs, even if it knew in advance of the possibility of such damage arising, except when such damage arose as a result of intent or gross negligence.

If the customer fails to meet its obligations in a timely manner or unreasonably refuses the provider's requests, the provider shall not be liable for any delay, non-fulfilment or incorrect fulfilment caused by the customer's failure to meet its obligations, or for any related damages suffered by the customer or its customers. If a delay on the customer's part has a significant effect on the implementation deadlines, the provider and customer shall agree whether and to what extent this will affect the price.

The provider shall endeavour to ensure that the ePero®START service is available at all times, except in the case of circumstances beyond its control. The provider shall not be liable for disruptions and outages in the telecommunications network, for faults occurring in the mobile network, for faults arising in the transfer of data along telecommunications networks or for the inability to access the ePero®START service for reasons that are independent of the provider, during maintenance, upgrades or other required work on the system, or for outages resulting from *force majeure* or from reasons over which the provider has no influence.

Article 25

Any liability on the provider's part shall be limited to 10% of the entire amount that the customer paid or would actually have paid the provider within an agreed 12-month period prior to the enforcement of any claim for damages.

This restriction relates to all causes, including a breach of the provisions of these General T&Cs, a breach of guarantees, false presentation and other compensation claims.

Article 26

The provider shall not assume liability for any services or products of other providers, developers or consultants that the provider mentions or references to the customer unless the services of these other providers are included in the legal relationship between the provider and the customer.

VII. LEVEL OF SERVICE, PRICES, PAYMENT TERMS AND METHOD OF BILLING FOR SERVICES

Article 27

The provider undertakes to ensure the level of service that accords with the provisions of the applicable General T&Cs.

These General T&Cs shall apply in all cases, unless an agreement between the customer and the provider determines otherwise.

The provider reserves the right to amend the General T&Cs, but shall be obliged to notify the customer thereof in advance.

Article 28

The provider and the customer agree that the dates for any system interventions that result in interruption or a deterioration in the quality of the service shall be announced in advance. The provider shall notify the customer at least two business days before the start of the intervention, and shall coordinate a date with the customer that causes minimum interruption to operation.

Article 29

In the event of errors or irregularities in provision of the service, the customer shall contact the provider via a single point of contact. The customer shall send all errors to the provider's email address epero@setcce.com. The provider shall confirm receipt of the request to the customer employee who sent the report, as a general rule by email or, alternatively, by telephone. The provider shall commence elimination of the errors as soon as it receives the request, in accordance with the response times laid down in these General T&Cs.

Article 30

In the event of errors or irregularities in service provision, the provider's response times shall be as follows:

Error level	Description	Response time	Error elimination time
Urgent	System not functioning	2 hours	8 hours
Serious	System not fully functioning, work affected by serious problems	8 hours	24 hours
Disruption	System functions with disturbance, error does not endanger normal production	24 hours	5 days

The response time and error elimination time shall begin to run at the moment the customer sends a request for elimination of the errors. If the request is sent electronically (email), the error shall be deemed to have been reported from the moment the relevant electronic device (network server) registers it from the customer. If the customer fails to provide all the information required to resolve the issue successfully, the provider shall notify it of the missing information in writing. The time required for the customer to gather all the necessary information shall not count towards the time defined as the commencement of resolution of the issue.

Article 31

The customer shall be obliged to pay for use of the service in accordance with these General T&Cs and the details given on the invoice issued.

Use of the service shall be billed monthly for the previous month. The provider shall issue the customer with an invoice for services rendered no later than by the eighth (8th) day of the month for the previous month.

The customer shall be obliged to pay the invoice within thirty (30) days of its issuing, unless the provider and customer agree on other payment terms.

The provider shall have the right, within eight business days of sending a written request to the

customer, to suspend the provision of services until full payment of outstanding liabilities, and shall not be liable for any damage to the customer due resulting from such suspension.

In the event of late payment, the provider shall be entitled to charge legally prescribed default interest and the costs associated with the sending of reminders.

Article 32

The user of the ePero®START service shall be a natural person who registers and uses the ePero®START service.

A transaction shall mean an individual signature on a document or a signed document.

A signature pad is a dedicated device for capturing and digitising a handwritten signature.

Electronic storage space shall be quantified in GB (gigabytes).

Article 33

If the customer does not agree with the content or amount stated on an invoice, it shall have eight (8) days from receipt of the invoice in which to reject the invoice. The provider shall issue a new invoice within eight (8) days if it upholds the customer's objection. If it rejects the customer's objection, the provider shall notify the customer of the rejection within eight (8) days.

If the customer's objection is rejected, the deadlines stated on the invoice in question shall be used to calculate the default interest due.

Article 34

The customer shall have the right to disagree with the report on service provision in terms of scope, price and quality. In such cases, it shall express its disagreement in writing and provide suitable evidence to support its claim within eight (8) days, where it shall not be necessary for the evidence to be in the same form as the provider's report.

If the provider fails to respond to the customer or does not refute the customer's evidence within seven (7) days, the customer shall not be obliged to pay for the disputed part of the service rendered.

VIII. PROVISION OF RESOURCES FOR THE INTEGRITY AND AUTHENTICITY OF DOCUMENTS AND THE LEGAL VALIDITY OF SIGNATURES

Article 35

Within the scope of the ePero®START service, the provider shall provide all necessary resources for ensuring the integrity and authenticity of electronically signed documents and the legal validity of electronic signatures. To ensure the authenticity and integrity of electronically signed documents and the legal validity of electronic signatures, the user shall be bound to comply with the rules on the use of resources for electronic signing and the performance of electronic signing in accordance with the organisational measures, which are part of the ePero®START service (security policy for electronic signing and internal rules on electronic storage).

The service provider shall ensure that every electronic signature created using the ePero®START

service in compliance with the conditions defined by the organisational measures of the ePero®START service, and the conditions of the General T&Cs of the ePero®START service, complies with the requirements of the laws and applicable EU regulations governing this area (Electronic Business and Electronic Signature Act, Regulation on electronic identification and trust services for electronic transactions in the internal market, Protection of Documents and Archives and Archival Institutions Act).

Article 36

The provider shall in no case be liable for or shall not be obliged to ensure the integrity and authenticity of electronically signed documents and the legal validity of electronic signatures in cases of abuse of resources for electronic signing which are a part of the ePero®START service, or abuse of the service by a user or third party. Equally, the provider shall in no case be liable for or shall not be obliged to ensure the integrity and authenticity of electronically signed documents and the legal validity of electronic signatures if the ePero®START service is used contrary to the organisational measures of the ePero®START service, or in the event of abuse of the organisational measures of the ePero®START service.

The user shall be obliged to use the ePero®START service in accordance with the instructions and organisational measures prescribed by the ePero®START service provider. The provider reserves the right to immediately suspend the provision of the ePero®START service in the event of abuse or of a failure to observe instructions for use, organisational measures or the relevant laws.

The provider shall not be liable for the operation of any software owned by the customer or a third party. Equally, the provider shall not be liable for the inadequacy, implementation or incompatibility of the ePero®START service if the customer modifies the hardware or software configuration or equipment, or modifies or changes the source code, if this affects the functioning of the ePero®START service, without the provider's prior written consent.

VIII. TEMPORARY OR PERMANENT TERMINATION OF SERVICE PROVISION AND TERMINATION OF A LEGAL RELATIONSHIP

Article 37

The provider may temporarily suspend the provision of services to the customer in the following cases:

- failure to comply with the provisions of these General T&Cs;
- non-payment of undisputed liabilities within eight (8) days of receipt of a reminder;
- use of a service by the customer in a manner and for purposes that are contrary to these General T&Cs for the use of ePero®START services or the applicable laws.

The provider shall notify the customer of the reasons for the temporary suspension of service provision at least three (3) days prior to the day service provision is suspended.

Article 38

If the customer eliminates the reason for temporary suspension, the provider shall recommence provision of the ePero®START service no later than within three (3) business days.

The provider reserves the right to charge the customer connection costs for reconnection in the amount of the connection fee.

If the price of the service does not include a connection fee, the provider shall have the right to charge the customer the cost of reconnection of the service in the amount of three full monthly licence fees for the service.

The customer shall not be entitled to reimbursement for any damage caused by the temporary suspension of service provision.

Article 39

The parties shall enter into a legal relationship for a minimum period of 24 months. If neither party terminates it at least one month prior to the expiry date, this period shall be automatically extended for the same period. Changes to the scope of the service may be adopted by means of a written addendum.

Article 40

The customer or provider may terminate their legal relationship by means of a written request. The legal relationship shall be terminated when the agreed period expires. Service provision shall also cease on that day. Unless another notice period is agreed, the notice period shall be ninety (90) days.

Any special liabilities on the part of the provider or customer in the event of such termination shall be a matter of agreement between the provider and customer of ePero®START services (SLA).

The provider may terminate service provision without a notice period in the following cases:

- if after reconnection under the provisions of Article 35, there is a recurrence of the grounds for the temporary suspension of service provision for the reasons referred to in Article 24;
- or if the customer fails to settle the undisputed part of an invoice for services rendered within thirty (30) days of receipt of a reminder.

The provider shall notify the customer in writing of the reasons for termination of the legal relationship without a notice period. The day stated in the written notice shall be the day service provision is terminated. The customer shall not be entitled to the reimbursement of any damage thereby caused.

Article 41

If service provision is terminated, data stored in the information system shall, in accordance with these General T&Cs, be returned to the customer at the latter's request. The provider shall have the right to charge the costs of handing the data over to the customer under the applicable price list of services.

The data stored at all locations and all back-up copies shall be erased within thirty (30) days of handover, or within the same period from the day the request to take possession of the data is made if the customer does not wish to take possession of the data.

X. FINAL PROVISIONS

Article 42

Changes to the legal relationship between the provider and customer shall be possible in the written form of an addendum and shall take effect the following month.

Article 43

If the provider undergoes a change to its status, its legal successor shall continue to provide the services. In the event of ambiguity, the provider shall enable access to data only on the basis of a notarised request from the legal entity's representative.

The provider may not transfer the provision of services to another provider without the customer's consent.

Article 44

Should any of the provision in these General T&Cs become invalid as a result of changes to the law governing the area concerned, this shall not affect the validity of other provisions and of the General T&Cs as a whole. The provider and customer undertake to replace the invalid articles as soon as possible.

Article 45

The provider shall have the right to amend and/or supplement these General T&Cs at any time in accordance with the applicable laws and/or its business policy. The provider shall notify the customer of all amendments and supplements at least one week prior to the publication of new General T&Cs.

The titles of the sections of these General T&Cs have been drafted exclusively for the purpose of transparency and shall not affect the content and interpretation of individual provisions as a whole.

Article 46

The provider and customer shall attempt to resolve any disputes amicably in accordance with these General T&Cs. Should this not be possible, the provider and customer undertake to attempt to resolve the dispute through mediation or another extra-judicial form of dispute resolution before enforcing judicial protection. If this method of dispute resolution is not successful, the court in Ljubljana shall be competent to resolve the dispute under Slovenian law.

Article 47

These General T&Cs have entered into force on 1 July 2018.