

# General operating terms and conditions - valid until 21th May 2021

- 1. Definition of terms
- 2. Validity and application of general terms and conditions
- 3. Prices and commercial terms and conditions
- 4. Conclusion, duration and termination of the subscription agreement, and payment methods
- 5. Violations of Terms and Conditions
- 6. Deadlines for service performance
- 7. Copyrights
- 8. Transferring services to other service providers
- 9. Competition and data protection
- 10. Customer service
- 11. Rights and liabilities of the service provider
- 12. Exclusion and limitation of the service provider's liability and the liability of the user
- 13. Rights and liabilities of the subscriber
- 14. Unsolicited Mass (Bulk) Email - SPAM
- 15. User notification and purpose of data processing
- 16. Final provisions
- A. Domain registration
- B. Shared Hosting
- C. VPS servers
- D. [www.dostavljaltec.si](http://www.dostavljaltec.si)
- E. [www.mojapozicija.si](http://www.mojapozicija.si)
- F. [www.oglasuj.me](http://www.oglasuj.me)
- G. [www.spletnestrani.si](http://www.spletnestrani.si)
- H. Workshops
- I. Do-it-yourself web site and web shop offering
- J. Services that are not part of current offering

General operating terms and conditions for company [DHH.si](http://DHH.si) web services Ltd.

## Section I: General provisions

### 1. Definition of terms

#### 1.1

[DHH.si](http://DHH.si) web services Ltd. services shall include all services, which are marketed under this or other service trademark and are listed on the web sites [www.dhh.si](http://www.dhh.si), [www.domovanje.com](http://www.domovanje.com), [www.domenca.com](http://www.domenca.com), [www.klaro.si](http://www.klaro.si), [www.dostavljaltec.si](http://www.dostavljaltec.si), [www.mojapozicija.si](http://www.mojapozicija.si), [www.oglasuj.me](http://www.oglasuj.me) and [www.spletnestrani.si](http://www.spletnestrani.si). Listed services also cover the execution of workshops and lectures, which may be carried out either independently or as part of another service (hereinafter referred to as: the "services").

#### 1.2

Services are provided by [DHH.si](http://DHH.si) web services Ltd, Pod hribom 55, 1000 Ljubljana, Slovenija, VAT ID SI38077736.

#### 1.3

Subscriber to services of the Provider is any legal or natural person who has entered into an agreement with the service provider on service use through any of the forementioned websites or in some other manner (hereinafter referred to as: the "subscriber").

#### 1.4

User of the Provider is any legal or natural person who uses Provider's services (hereinafter referred to as: the "user").

## 1.5

Customer of the Provider is any subscriber or user of Provider's services (hereinafter the "customer").

## 2. Validity and application of general terms and conditions

### 2.1

The general provisions of these General Terms (Section I) shall apply to all services. In addition to the general provisions, also special provisions of these General Terms (Section II) may also apply to a particular service.

### 2.2

These General Terms shall also apply to users who use the services based on an agreement or/and other relationship with a third party who is not the service provider and has entered into an agreement with the service provider, based on which the service provider enables such third party to grant the right of service use to its own users. By accepting these General Terms or/and with the use of services, such users shall not be subject to any contractual relationship established between the service provider and the user. In the event of disparity between the provisions of these General Terms and the agreement between the third party and their users, the provisions of the General Terms shall apply.

### 2.3

By using the service provider's services, the customer acknowledges that it is familiar with the entire content of the General Terms and accepts them in their entirety.

### 2.4

The General Terms together with the performed subscription to services through the websites [www.domovanje.com](http://www.domovanje.com), [www.dostavljaliec.si](http://www.dostavljaliec.si), [www.mojapozicija.si](http://www.mojapozicija.si), [www.oglasuj.me](http://www.oglasuj.me) and [www.spletnestrani.si](http://www.spletnestrani.si) shall be deemed as an agreement concluded between the service provider and the subscriber. Should the service provider and subscriber enter into a written agreement, the General Terms shall be supplement the contractual provisions. If disparity occurs, the individual provisions of the agreement shall prevail over the General Terms.

### 2.5

The service provider's pricelists for services published on the websites <http://www.domovanje.com/cenik>, <http://www.domenca.com/cenik>, <http://www.klaro.si/cenik>, [stran.dostavljaliec.si/cene/](http://www.dostavljaliec.si/cene/), [www.mojapozicija.si/cenik/](http://www.mojapozicija.si/cenik/), [www.oglasuj.me/cenik/paketi-ogljasevanja/](http://www.oglasuj.me/cenik/paketi-ogljasevanja/) and [www.spletnestrani.si/cenik/](http://www.spletnestrani.si/cenik/) (hereinafter referred to as: the "pricelist") constitute an integral part of these General Terms. By accepting the General Terms, a customer acknowledges that it is familiar with the pricelist. The pricelist may be amended at any time without prior notice. The date of its publication on the website shall be deemed as the date of amendment.

### 2.6

The service provider shall reserve the right to modify the provisions of the General Terms at any time and without prior notice to customers. The date of amendment corresponds to the date of publication on the website [www.domovanje.com](http://www.domovanje.com), [www.domenca.com](http://www.domenca.com), [www.klaro.si](http://www.klaro.si), [www.dostavljaliec.si](http://www.dostavljaliec.si), [www.mojapozicija.si](http://www.mojapozicija.si), [www.oglasuj.me](http://www.oglasuj.me) or [www.spletnestrani.si](http://www.spletnestrani.si).

### 2.7

Customers are obligated to review changes to these Terms and Conditions weekly. General Terms and Conditions become valid 15 days after publication.

### 2.8

If prices modifications are among amendments of the Terms, changes become valid immediately after publication.

## 3. Prices and commercial terms and conditions

### 3.1

All prices listed in pricelists or on websites are in euro (€) and, except where specifically provided, include the statutory 20% value added tax (VAT) rate.

### 3.2

The subscription to services is calculated for the current accounting period listed according to the applicable pricelist. If the accounting period is not listed in the pricelist, the accounting period shall be 1 (one) calendar month. Services that are charged on a one-off basis, are calculated upon subscription.

### 3.3

Customers shall undertake to settle the payment for services to the service provider within 15 days of invoice issuance. If a customer is in arrears by more than 20 days with the payment of any invoice, the service provider shall be entitled to immediately cease the supply of all services. The service provider shall not be liable for damage incurred by the customers due to the cessation of the supply of services.

### 3.4

The customer incurs the same repercussions if on expiration of the period for which the agreement was concluded or service subscribed, they fail to accept the service provider's first new offer and to pay the sum accordingly. The service provider shall stop the supply of services to a customer at the expiration of the period for which the agreement was concluded.

### 3.5

Should the service provider fail to send the offer to the subscriber, it shall be deemed that they do not wish to conclude an agreement and in this case no obligations incur related thereto.

### 3.6

In the event of overpayment, incorrect payment or double payment made by the customer, in the event of issuing partial or full credit by the service provider etc., when the service provider is obliged to remit cash back to the customer or issue additional documents, the customer is familiarised and agrees that the service provider is entitled to charge the customer for any administrative costs related thereto.

### 3.7

Should a customer wish or demand the issuance of an invoice/invoices in paper form, the service provider shall be entitled to charge the customer for administrative costs for invoice issuance.

The customer shall agree that all the communication between the Provider, Customer and representatives of the Customer can be conducted via e-mail. This includes (but is not limited to) invoices in electronic form, proposals, notifications about expiration of services etc..

## 4. Conclusion, duration and termination of the subscription agreement, and payment methods

### 4.1

When subscribing to services, the service provider shall send an offer to the subscriber's email specified by the latter on subscription. An agreement shall be deemed concluded or the service provider's offer accepted on the date the subscriber remits, i.e. the entire amount from the offer, to the transaction account of the service provider. The agreement is concluded or offer accepted under the resolutive condition, i.e. depending on the fact whether the service provider cancels or notifies the subscriber within the next three(3) business days that it does not wish to enter into the agreement; the parties agree the notice of cancellation or statement may be sent via e-mail. The offer shall constitute an integral part of the agreement between the service provider and subscriber.

## 4.2

Images included in the offer and in other material of the service provider, including the website, shall be symbolic and customers may not refer to such images under no circumstances or lodge claims against the service provider in connection thereto.

## 4.3

The parties to this agreement may withdraw from this agreement at any time without a notice period by forwarding a written notice to the other party, if the counterparty, even after receiving prior warning, continues to violate the provisions of this agreement or causes damage to the other party.

## 4.4

Should the service provider, in the event referred to in the preceding paragraph, withdraw from the agreement, they shall not be obliged to enable the customer to use the service which could have been paid or leased in advance. In addition, the service provider also does not owe any refund or compensation to customers for the unused part of the service.

## 4.5

Parties may terminate the agreement at any time. Should the agreement be terminated by the service provider, a 30-day notice period shall apply. After the notice period has expired, the service provider shall not be obliged to provide services and shall not be liable for damages incurred by customers due to the cessation of service provision.

## 4.6

If not determined otherwise in the offer or written agreement concluded between the customer and the service provider, the agreement between the service provider and the customer shall be concluded for an indefinite period, however the service provider explicitly reserves the right to change prices and other conditions for the use of services during the duration of the agreement by sending the customer a new offer.

## 4.7

The service provider may terminate the agreement at any time by providing 30-days notice. In addition, the agreement shall be deemed terminated by the service provider, should the customer fail to accept the first forwarded offer sent by the service provider pursuant to the first paragraph of this Article. In this case the, agreement's validity ceases on the expiration of the 30-day period since the service provider sent the offer to the customer.

## 4.8

Should the customer terminate the agreement and the service provider receives the termination notice at least 15 days prior to the expiration of the current accounting period, the agreement shall cease once the final day of the accounting period has elapsed. Should the customer terminate the agreement and the service provider receives the termination notice at least 15 days prior to the expiration of the current accounting period, the agreement shall cease once the final day of the accounting period has elapsed. Termination may only be rendered in writing accompanied with the company's stamp and signatures of the persons responsible.

## 4.9

When the agreement is explicitly concluded for a definite period, the service provider shall send the customer a new offer prior to the expiration of the period for which the agreement has been concluded or the services subscribed. Should the customer fail to accept the first offer and pay the amount under the offer within the period stated in the offer, the agreement shall cease once the final day of the period for which the agreement was concluded, has elapsed. Should the customer accept the offer, the validity of the agreement shall extend further, though they must adhere to the terms and conditions stated in the offer, which as a result becomes an integral part of the agreement thereafter.

The subscriber shall settle all liabilities arising from the agreement incurred up to the date of agreement termination. Should the subscriber, in the event of advance payment of services for a particular period prematurely terminate the agreement, they shall not be entitled to a refund for the advance payment amount, save for cases of serious breach of contractual liabilities by the service provider.

## 4.10

If the service provider approves payment by instalments to the customer, and the customer has already started using the service, the service provider shall issue a prepayment invoice to the customer for every received payment, and an invoice after the payment or maturity of the final instalment.

## **4.11**

Should the customer fail to pay the individual instalment in the case referred to in previous Article, the service provider may limit, cancel or in some other manner disable the service which has already been received by the customer, or prohibit the customer's participation in subsequent parts (modules) of the workshop. The aforementioned shall also apply if the customer otherwise fulfils the other liabilities towards the service provider according to other agreements, contracts or subscription.

## **4.12**

When the customer, as a payment method for the provider's service, selects payment by credit card, the service provider shall not charge the card until the customer receives the paid service or until they start to implement it.

## **4.13**

If the customer pursuant to this agreement or the General Terms withdraws from the agreement concluded with the service provider, and the card already charged the service amount, the service provider shall return the funds back to the credit card or refund the customer in some other agreed manner.

## **4.14**

The service provider shall not collect numbers or other data related to credit cards and are submitted by the users through any of the service provider's websites. This data is collected exclusively by the credit card payment providers.

## **4.15**

When making payments through credit cards on any of the service provider's website, the customer shall ensure reasonable measures to protect the security elements of credit cards that enable the identification of customers and are linked to customers.

## **4.16**

The customer shall immediately notify the service provider and their payment service provider in the event of or suspicion of credit card abuse related to payments made on one of the websites of the service provider.

## **4.17**

If credit card abuse occurs, the customer may contact their payment services' provider and file any claims related thereto pursuant to the provisions of the Payment Services and Systems Act. The service provider shall not be held liable for any damage incurred by the customer resulting from credit card abuse.

# **5. Violations of Terms and Conditions**

## **5.1**

Customer shall pay damages for each separate violation of Terms and Conditions that results in direct or indirect damages (extra workload on employees) in a sum of 300 € per separate violation. If damages exceed flat rate amount, the service provider is entitled to additional compensation.

# **6. Deadlines for service performance**

## **6.1**

When a service constitutes the agreement subject which must be performed or provided in line with customer instructions (e.g. building websites), the service provider shall perform the service by the deadlines listed in the offer, pricelist or correspondence between the service provider and customer. If different deadlines for individual sets or items of services have been listed in the offer or elsewhere, it shall be deemed that the service provider is not in delay if they exceed the deadline for a particular set or item, whilst completing the entire service within the deadline determined therefor.

## **6.2**

The deadlines for service performance may be extended at the request of the customer provided the service provider agrees thereto.

### **6.3**

If a force majeure event occurs, the deadlines for service performance shall be extended for the duration of such event provided the service provider notifies the customer of its occurrence as soon as possible. Events related to the service provider, shall be deemed force majeure events.

### **6.4**

If the participation of the customer is vital or useful to the start, continuation or completion of services by the service provider (e.g. selection among multiple options, confirmation of proposed solutions, delivery of content and material, submission of key information for the performance, confirmation of domain transfer) and the customer misses the agreed deadline or fails to respond immediately when called by the service provider, the service provider shall be entitled to extend all scheduled performance deadlines by 3-times. Whenever possible in such case, the service provider may at their own discretion independently make the appropriate selection and decision instead of the customer. In this case, the customer may not hold the service provider liable for the selection or decision.

### **6.5**

If the extension of the performance deadline referred to in the preceding paragraph of this Article takes place and the customer fails to fulfil their participation duty, the service provider may at their own discretion further adhere to the agreement or withdraw from it.

## **7. Copyrights**

### **7.1**

Whenever the service provider includes their existing copyright work (e.g. program code, photo, image, film, text, logo) in the service provided to the customer or whenever such copyright work is prepared in line with the customer's instructions and wishes, only the material copyrights to such copyright work which are indispensable and at the extent and duration that is indispensable for the use of the service by the customer in line with its economic purpose, shall be transferred to the customer.

### **7.2**

Notwithstanding the first paragraph of this Article, the customer may not, under any condition, acquire any rights to computer software (applications, modules, etc.) developed by the service provider or with regard to which the service provider is the holder of material copyrights. The provision of this paragraph shall also apply in cases where such application is designed or altered at the request of the customer. Regarding the computer software in this paragraph, the customer merely gains a time-limited right to use such computer software in line with its economic purpose or according to these General Terms or offer. The right of use from this paragraph may last at maximum for the validity of this agreement concluded between the service provider and customer. The usage period of the service provider's services for licences applying to multiple computers starts running with its installation on the first computer. The service provider shall be entitled to label their copyright or holding of material copyrights at any time in the manner selected by themselves, which may include their logo and link to their website. The aforementioned right of the service provider shall not be restricted by the fact that the customer pays for the provider's services. The service provider may at any time alter the labelling method as regards copyright or holding of material copyrights. The service provider shall not exercise their right in a manner which would disproportionately infringe on the rights and interests of the customer.

### **7.3**

All other material copyrights, moral copyrights and other copyrights which pursuant to the first paragraph of this Article are not transferred to the customer, are retained by the service provider.

### **7.4**

Without the explicit written consent of the service provider, the customer shall be prohibited to interfere with the copyright work referred to in the first paragraph of this Article, process or modify it and to transfer the rights to this work to third parties.

### **7.5**

Without the explicit written consent of the service provider, the customer shall not be entitled to access the source code of the software, which is part of the service constituting the subject of the agreement between the service provider and customer or which supports or facilitates its operation. In addition, the subscriber shall not be entitled to modify the source code.

## 7.6

If the service provided by the service provider contains copyright work provided by the customer, the customer shall guarantee that they hold appropriate material copyrights to this work and shall be held liable for damage which could be incurred by the service provider due to claims filed by their parties related to such copyright work.

## 7.7

It is prohibited to store unauthorised copyright protected documents (files) and programmes.

# 8. Transferring services to other service providers

## 8.1

Should services which include the hosting or storage of data on or supported by the service provider's hardware constitute the subject of the agreement between the service provider and customer, and the customer decides to transfer such services, the service provider shall execute such transfer only if the following conditions are met at the same time:

- the customer has settled all matured liabilities towards the service provider;
- the hardware and system software of the third party satisfies the technical requirements for transfer; if doubt arises the service provider may demand a written declaration from the customer or third party;
- the customer settles the anticipated transfer costs in advance according to the pricelist after the service provider has issued the invoice beforehand.

## 8.2

Notwithstanding the first paragraph of this Article, the transfer of websites and related services and content to another service provider shall not be possible, save for cases where websites, related services or content with regard to which the service provider provides only hosting on the server, and not also the use of their system for content management (CMS), are involved.

## 8.3

# 9. Competition and data protection

## 9.1

The service provider and customer shall undertake to protect all data on the other party to which they will gain access during their business partnership as a business secret, i.e. for the entire duration of the partnership and at least for a further 3 (three) years after the cessation of the contractual relationship.

## 9.2

Notwithstanding the provision of the previous Article, the parties may publish and list this partnership with the counterparty and the subject of the partnership (solution) in their references. In addition, they also may publish the web links to the solution they implemented or/and provided for the subscriber on their respective website and in publications.

## 9.3

Information considered a business secret according to the first paragraph of this Article, may not be used by the parties themselves or together with others for purposes outside this agreement. In addition this information may not be forwarded or disclosed to third parties.

## 9.4

Information and data which were public knowledge and legally accessible (published) in an ordinary manner (e.g. on websites, in public registers, in the media) at the time of concluding this agreement shall not be considered a business secret.

## **9.5**

The parties shall protect the personal data of employees and contract workers of the counterparty, to which they will gain access during the implementation of this agreement or in relation thereto, in compliance with the Personal Data Protection Act.

## **10. Customer service**

### **10.1**

Technical support shall be available to customers via telephone and emails published on providers' websites along with working hours.

### **10.2**

The service provider shall consider only requests for assistance sent via one of the Provider's website or sent to one of the emails provided on the Provider's website, from the contact email address of the subscriber listed when subscribing to a service (hereinafter referred to as: subscriber's email).

### **10.3**

The provision of support may depend on or may be restricted to a certain type of subscription relationship or with the service provider's pricelist.

### **10.4**

With the completion of the subscription to a service, the subscriber permits the service provider to send back information, notices and questionnaires which are directly or indirectly linked to the Provider's services to the email address of the subscriber for the entire duration of the contractual relationship.

## **11. Rights and liabilities of the service provider**

### **11.1**

Services shall depend on the general operation of the Internet network. The service provider shall do anything in their power for uninterrupted and continuous operation with regard to the providers' servers and their connection to the Internet.

### **11.2**

The service provider undertakes to make sure that the time frame for performing technical maintenance work on servers is scheduled between 22:00 and 06:00 hours. In the event of scheduled interruption lasting longer than 2 hours, the subscriber shall be notified via email or on the websites of the service provider at least 2 days prior to the activity.

### **11.3**

Provider can use positive statements about the provider or provider's services made by customers in an email or telephone conversation for marketing purposes. Provider shall anonymize any such data as to prevent identification of the customer.

### **11.4**

Provider can use data from server logs and other data sources for analytics and segmentation of customers.

## **12. Exclusion and limitation of the service provider's liability and the liability of the user**

### **12.1**

The service provider shall not be held liable for the damage which could be incurred by the customer when using the provider's services or in relation thereto, if the damage resulted from:



- the conduct of the customer or person for which the customer is liable or operates in the customer's interest;
- the conduct of third parties;
- force majeure; lengthy interruption of supply or disruptions to the supply of electricity, unexpected hardware or software fault, internet network failure or trouble accessing the network, technical difficulties of the provider of server collocations or other suppliers of products and services, which are needed or used by the service provider shall be also deemed force majeure; the aforementioned events shall be deemed force majeure even if they originate at the service provider.

## **12.2**

Legal notices representing part of the website prepared by the service provider for the customer, shall serve only as an example or /and assistance in formulating legal notice texts. The service provider calls on customers to modify the text accordingly so that it corresponds to their individual needs and purpose of the website. The service provider assumes no guarantee for the correctness of this text; the service provider's liability for any damage related thereto shall be excluded.

## **12.3**

In any case, the liability of the service provider shall be limited to the amount paid by the customer or which the latter should have paid the service provider in the final year prior to the occurrence of the loss event.

## **12.4**

The service provider shall not be held liable for the subscriber's files, which are stored on the service provider's servers.

## **12.5**

The service provider shall not be liable for the damage which could occur to the customer or person associated therewith due to infection with viruses or other malware or hacking into computer or information systems.

## **12.6**

The subscriber shall be independently liable for the creation of backup copies of data on the server.

## **12.7**

A customer who causes damage to the service provider or third parties when using services, shall be liable for compensation according to the general rules on liability for damages (tort liability). The forwarding of data required for claiming compensation, to the injured party or person authorised thereby, to the court or other competent authority shall not be deemed as breaching the user's business secrets.

## **12.8**

Customer will use the latest versions of web browsers (Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, Apple Safari, Opera) to access providers' websites and applications. Provider can't be held liable for any misrepresentation, invalid or poor performance if a customer uses an older version of web browsers.

# **13. Rights and liabilities of the subscriber**

## **13.1**

The customer as a natural person who obtains or uses the service provider's services for purposes outside its professional or gainful activity (consumer), may withdraw from the agreement within 14 days after concluding the agreement.

## **13.2**

The customer as a consumer shall not be entitled to withdraw from the agreement, whenever the domain has been activated in the meantime (paragraph 45 of Article 30 of these General Terms), or if the services of the provider are involved which were performed or designed according to precise instructions from the customer - consumer or/and were tailored to their personal needs or/and due to their nature cannot be appropriately returned or/and their service life has expired, or when agreements on the supply of audio or video recordings or computer software are involved and the consumer has opened the security seal or/and has activated the software, or in other cases arising from these General Terms or special agreements.

### **13.3**

The customer - consumer shall inform the service provider via telephone or e-mail of their withdrawal from the agreement or deregistration. The service provider shall initiate the procedure for deletion of the domain or cessation of the service, and if the deletion or cessation is successful, they shall return the paid-in funds for registration of the domain or subscribed service to the personal bank account of the customer within 30 days.

### **13.4**

Customers who are not consumers shall not be entitled to the reimbursement of the purchase price upon cancelling the subscribed services or agreement under no circumstances or at any time after the service provider already received payment.

### **13.5**

Should changes to data occur, which the subscriber stated on subscription to services, they shall notify the service provider thereof in writing within 14 days of the change. The subscriber is also responsible for updating this data in all user accounts, profiles and applications provided by the service provider. The subscriber shall bear all the negative consequences of omitting to notify the data change, also if the deadline from the previous sentence has not yet elapsed.

### **13.6**

The subscriber shall be liable for the confidentiality, protection and use of access passwords and usernames for accessing services for themselves in their users. The subscriber shall be liable for the content of the services which they provide, the protection of confidential data and for the adherence to general moral and ethical standards. They shall abide by the existing legislation as regards publication and provision of information, servicing (maintenance) and services, also held liable for all repercussions due to authorised and unauthorised use of subscribed services for themselves and their users.

### **13.7**

Provider shall offer a service of free website transfer from another competitive provider for all customers of shared hosting, reseller hosting and managed VPS hosting.

Provider and customer agree that this service has certain limitations:

- For shared hosting: provider will transfer 1 website that will not take more than 1 hour of a specialized technician's time,
- For reseller hosting: provider will transfer a maximum of 10 websites that will not take more than 3 hours of a specialized technician's time,
- For managed VPS: provider will transfer a maximum of 20 websites that will not take more than 5 hours of a specialized technician's time,

Customer must provide access to all information and data at a competitive provider, otherwise the provider is not required to start or complete the transfer. This service is only available to new customers for a period of 30 days after ordering a payable service. Customer agrees that this service encompasses only transfer of data (files and database) and not the modification of scripts and applications even if this modifications are necessary for application to work normally on provider's infrastructure. Customer agrees that transfer of email data is possible only if both providers' email infrastructure is compatible. If they are incompatible, a transfer can still be made manually, but this service is not included in the free transfer service.

Provider will execute the transfer only if the process does not depend on a competitive provider's or customer's cooperation. If the customer wishes to execute some transfer tasks himself, the provider doesn't have to complete the transfer.

If the customer doesn't respond 48 hours after notification of the completed transfer, the provider automatically assumes the transfer is successful and doesn't have any additional responsibilities towards the customer.

## **14. Unsolicited Mass (Bulk) Email - SPAM**

## **14.1**

The sending of unsolicited mass email to the email addresses of addressees who did not authorise such forwarding or forwarding contrary to the applicable legislation shall be explicitly prohibited and regarded as a serious breach of General Terms which may result in immediate termination of the agreement without notice and immediate cessation of service provision.

## **14.2**

If the preceding paragraph is breached, the subscriber, who is liable also for their users, shall be obliged to pay the contractual penalty in the amount of EUR 200,00 regardless of the existence of amount of damage. If the incurred damage exceeds the amount of the contractual penalty, the subscriber shall also pay the difference to the full compensation amount in addition to the contractual penalty.

## **14.3**

The forwarding of messages to multiple addressees at the same time shall only be permitted at where the addressees request such forwarding, where the sender know the addressee personally and believes the sent message will not bother the recipient, and in cases where the addressee demonstrates their agreement by subscribing to the mailing list.

## **14.4**

The user is familiar with the fact that in the event of using services contrary to the applicable legislation, the service provider shall fully cooperate with the competent national authorities.

## **14.5**

In any case, the following restrictions shall apply for the forwarding of e-mail messages:

- the maximum number of addressees which are sent e-mail messages simultaneously by using the service is one hundred (100);
- should the number of addressees which are sent e-mail messages at the same time by using the service rise above one hundred (100), time lags must be applied, with at least two (2) seconds elapsing between the e-mail sent to one addressee and the e-mail sent to the next addressee; nevertheless, the restrictions stated in the following paragraph of this Article apply.

# **15. User notification and purpose of data processing**

## **15.1**

Customer is informed that in accordance with paragraph 2 of Article 158 of Electronic Communications Act (ZEKom-1) Provider will from time to time send them e-news and other e-mail messages relating to the performance of their services, information about services, changes or amendments to these terms and conditions, articles, promotions and other messages relating to the services. Customer agrees that these messages can include commercial content (promotions) of Provider or third parties.

## **15.2**

Customer is informed and agrees that Provider may collect information which e-mail messages the client has read and which weblinks in those messages the client has clicked. Client agrees that Provider may use this information to adjust the content of future e-mail messages and modify the services it offers.

# **16. Final provisions**

The service provider and the customer undertake to act with due diligence. Their statements shall be interpreted in good faith. The service provider and the customer shall settle their disputes amicably by mutual agreement. Otherwise, the disputes shall be settled by the court holding subject-matter jurisdiction over the applicable registered office of the service provider.

## **16.1**

The relationship between the service provider and the customer shall be governed by Slovenian law without application of the rules on private international law and procedures.

## 16.2

The service provider shall not keep the text of the agreement. The agreement may be concluded in the Slovene and English language.

# Section II: Special provisions for individual services

## A. Domain registration

### A 1.

By accepting these General Terms, the customer acknowledges that is aware of and accepts the rules of the registry and registrar for a specific top-level domain and undertakes to fully adhere to them. The service provider maintains a list of individual top-level domains and shall, on the customer's request, transmit the data of the registry and registrar for a specific top-level domain to the customer. During the validity of these General Terms, websites of some registries and registrars are available at the following online links:

- .com - <http://www.verisigninc.com/>
- .net - <http://www.verisigninc.com/>
- .org - <http://www.pir.org/home>
- .biz - <http://www.neustar.biz/enterprise/domain-name-registry>
- .info - <http://info.info/>
- .eu - <http://www.eurid.eu/>
- .si - <http://www.register.si/>
- .me - <http://www.domain.me/>
- .de - <http://www.denic.de/>
- .us - <http://www.neustar.us/>
- .mobi - <http://mtld.mobi/>
- .cc - <http://www.verisigninc.com/>
- You can find a list of other registries at <http://www.iana.org/domains/root/db>
- Registrars terms and conditions:
  - [https://opensrs.com/wp-content/uploads/Tucows\\_ExhibitA.html](https://opensrs.com/wp-content/uploads/Tucows_ExhibitA.html)
  - [https://joker.com/index.joker?mode=page&page=terms\\_cond](https://joker.com/index.joker?mode=page&page=terms_cond)
  - [https://portal.ascio.com/upload/Terms\\_and\\_Conditions.pdf](https://portal.ascio.com/upload/Terms_and_Conditions.pdf)
  - <https://www.eurodns.com/terms-and-conditions>

Provider is not liable for any missing or erroneous data that is contained in General Terms of registries and registrars.

The Subscriber understands that placing an order for domain registration, renewal or transfer does not guarantee that Provider will be able to complete the process. The subscriber agrees that when an order can be only partially fulfilled, the agreement is concluded only for the successfully completed services (e.g. 5 domain registration ordered, only 3 are successful). The Provider will issue a full or partial credit for the services that could not be completed as described in the general part of these Terms.

### A 2.

If Subscriber orders a free domain transfer to the Provider, agreement shall be deemed concluded on the date when the Subscriber placed the order.

### A 3.

The domain name may not be replaced after payment and registration of the leased period.

### A 4.

Registration services of .si domains provided by the service provider (the registrar of .si domains) are subject to the rules and procedures laid down by the public institute Arnes (the registry of .si domains); therefore, the service provider reserves the right to make changes to their offer and general operating terms without prior notice.

### A 5.

The terms and conditions to which you agree when subscribing to .si domains, are listed in the following documents:

- <http://www.register.si/fileadmin/dokumenti/register/splosnipogoji.pdf>
- <http://www.register.si/fileadmin/dokumenti/register/ards/postopekARDS.pdf>
- <http://www.register.si/fileadmin/dokumenti/register/WHOIS.pdf>
- <http://www.register.si/fileadmin/dokumenti/zavod-arnes/pravilnik-o-zavarovanju-osebni-podatkov.pdf>

## **A 6.**

The customer who is a natural person and who obtains or uses the services provided by the service provider for the purposes outside the professional or gainful activity (consumer), may withdraw from the registration(deregister) of a .si domain within 14 days after registration but only if the domain in the meantime has not been activated, whereby the insertion of DNS servers into the domain registration system means the activation of the domain. The customer shall inform the service provider on the withdrawal from registration by telephone and e-mail. The service provider shall initiate the procedure to delete the domain, and if the deletion is successful, they shall return the paid-in funds for registration of the domain to the personal bank account of the customer within 30 days.

## **A 7.**

By subscribing to these Terms and conditions, you also agree to Rights and Responsibilities put forth by ICANN:

- <http://www.icann.org/en/resources/registrars/registrar-rights/educational>.
- <http://www.icann.org/en/resources/registrars/registrar-rights/benefits>
- <http://www.icann.org/en/resources/registrars/consensus-policies/wdrp/faqs>

ICANN implemented new rules beginning 1st January 2014. Customer is obligated to supply real and verifiable contact information for the registered domains. When registering or transferring domains, a registrar (or provider for the registrar) will require a Customer to verify his or her contact information. The process will require a Customer to have a valid e-mail account to which a request for verification will be sent. The Customer is required to confirm his or her identity by taking the appropriate action detailed in the email. If the Customer does not take the appropriate action, the registrar is obligated to terminate the domain in 15 days. Provider is not liable for any damages resulting in the termination of the domain. Provider is also not liable for delivery of the e-mail message.

## **A 8.**

The provider reserves the right to temporarily (and only for the duration of the transfer process) modify contact information for domains if transferring domains between Provider's suppliers. Provider is obligated to restore contact information immediately after the transfer process is concluded.

## **A 9.**

Between the registration of domain and the publishing of client's content, the service provider may publish any information, whether his own information or information published from third parties, and most of all information of his own offering and services. The content published by the service provider should not be such as to evidently damage the interest of the customer. The service provider shall remove the published content immediately once the customer makes their own content available for publication.

## **A 10.**

The service provider has the same right as in the preceding paragraph also regarding domains or web sites for which the customer has not paid the invoice or has not received a new offer from the service provider. The service provider reserves the right to publish any kind of content under the registered domain during the period between the domain registration and the publication of content provided by the customer.

## **A 11.**

The Customer agrees and consents to (when it is explicitly required to fulfill customer's order) modification of customer's data that is supplied to the registrar of certain TLDs (top level domains). This includes (but is not limited to) TLDs that require the customer to be locally present in the country of the TLD registry.

## **B. Shared Hosting**

### **B 1.**

Subscriber is aware that the Provider offers a service of shared hosting for natural people and companies. All hosted domains and hosted web sites must be owned and operated by the subscriber. Provider also offers reseller hosting that must be used in all other cases where resellers resell web hosting to end customers.

## **B 2.**

Subscribers of non-reseller hosting packages must not resell or give access to resources to any other person without a written permission of the Provider. If the Subscriber violates this clause, Provider is entitled to damages of at least the value two one-year contract of a shared hosting package for each domain that violates this article. Setup of email accounts for people from the same organization is excluded from this rule and is allowed without a written permission.

## **B 3.**

Subscriber is aware that there are multiple shared and reseller hosting packages running on a single server and that they all share common resources. Provider reserves the right to enforce limitation on the use of resources for a better overall user experience. Subscriber agrees to these limitations and is obligated to notify the users of these services. A single package may include more than one hosted domains and accompanying web sites. If there are multiple subdomains attached to a domain, they share amount of resources with the main domain.

## **B 4.**

The provider offers a 60 day money back guarantee if Subscriber is not satisfied with a service for all newly ordered shared hosting subscriptions excluding renewals. Money back guarantee does not cover costs of incidents (purchase of tokens) or other additional services that the Subscriber ordered.

## **B 5. Limitation of the file system, script and programme resource allocation**

Omejitve se zaradi tehničnih razlogov razlikujejo glede na uporabljeno nadzorno ploščo kar je nakazano z uporabo ustreznih podnaslovov.

### **B 5.1.**

#### **Plesk control panel**

In the root directory that is available for each hosted domain, a maximum of 100.000 directories and files is allowed, including those in subdirectories. Each directory can contain a maximum of 1024 files and subdirectories. A subscriber will be notified if he or she violates these limitations and is required to remove the violating files. Affected domains are removed from the backup system immediately upon exceeding 100.000 files or 20 GB of data while data in the database server is still backed up. Only files that are necessary for the working of web sites and applications are allowed on the server. A user is allowed only a single backup copy of the data on a server. If subscriber has more than one backup copy stored on the server, provider can delete the additional backup copies without notice.

#### **cPanel control panel**

Maximum allowed number of directories and files in one cPanel account depends on the chosen hosting package:

- 100.000 files and directories: free hosting package, package P.O. box, package Room, package Email start and package Unlimited start;
- 250.000 files and directories: package Apartment and package Unlimited growth;
- 500.000 files and directories: package Store and package Unlimited e-commerce.

In case the user reaches the maximum allowed number of files, the system will prevent the user from creating new files. Only files that are necessary for the working of web sites and applications are allowed on the server. A user is allowed only a single backup copy of the data on a server. If subscriber has more than one backup copy stored on the server, provider can delete the additional backup copies without notice.

### **B 5.2.**

Subscriber agrees that the Provider is allowed to limit access to or remove certain functionalities of scripting and programming languages for security purposes

### **B 5.3.**

A user's application is allowed to run a maximum of 10 processes in parallel at each given moment.

#### **Plesk control panel**

Only 10 concurrent inbound connections are allowed for display of the website on one hosted domain.

#### **cPanel control panel**

Maximum allowed number of concurrent inbound connections for display of the website in one hosted domain depends on the chosen hosting package:

- 10 concurrent inbound connections: free hosting package, package P.O. box and package Email start;
- 20 concurrent inbound connections: package Room, package Apartment, package Unlimited start and package Unlimited growth;
- 40 concurrent inbound connections: package Store, package Unlimited e-commerce and all reseller packages.

#### **B 5.4.**

Subscriber can activate scheduled tasks (cronjobs) but not more frequently than once per hour. Execution time of the script must not exceed 120 seconds.

### **B 6. E-mail limitations**

#### **B 6.1.**

E-mail messages that the user sends or receives must not be larger than 25 MB. Each e-mail message may not be addressed to more than 100 users. If an e-mail must be sent to more than 100 users, each such message destined for a single user must be delayed for at least 2 seconds.

#### **B 6.2.**

##### **Plesk control panel**

In either case a single user is allowed to send a maximum of 1.000 messages within one hosted domain in each consecutive 24 hours.

##### **cPanel control panel**

In either case a single user is allowed to send a maximum of 120 messages within one hosted domain in each consecutive hour.

#### **B 6.3.**

##### **Plesk control panel**

Size of an e-mail box in shared hosting packages is limited to 250 MB. A subscriber can increase the maximum size of an e-mail box to 1 GB, 3 GB and 5 GB for a monthly fee. Fee is paid for each upgraded mailbox separately.

##### **cPanel control panel**

Size of an e-mail box in shared hosting packages is limited to 500 MB. A subscriber can increase the maximum size of an e-mail box to 1 GB, 3 GB and 5 GB for a monthly fee. Fee is paid for each upgraded mailbox separately.

#### **B 6.4.**

Reseller hosting packages do not have limits on the size of the mailbox.

### **B 7. MySQL database server limitations**

#### **B 7.1.**

Access to database server from a remote computer or server is not allowed and is disabled. Each database may contain at most 1.000 tables. Each database shall not exceed 2048 MB in size. A maximum of 15 concurrent connections are allowed.

A user may create a maximum of 1.500 connections to the database server and execute at most 50.000 queries.

#### **B 7.2.**

Limitations on connections and queries are defined per database user. If a subscriber uses multiple database users to circumvent limitations, the Provider may enforce limitations as if the subscriber were only using one database user for all connections and queries.

### **B 8. Limitations on system resources**

#### **B 8.1.**

##### **Plesk control panel**

A web site or application with each hosted domain may not use more than 25% of system resources in any given time. These limitations are enforced for CPU time, memory consumption and disk R/W operations.

## **cPanel control panel**

To ensure same quality level of services for all users the provider limits the maximum allowed usage of system resources within one cPanel account depending on the chosen package:

- 1 CPU core, 256 MB memory and 128 IOPS: free hosting package, package P.O. box and package Email start;
- 1 CPU core, 512 MB memory and 128 IOPS: package Room, package Apartment, package Unlimited start and package Unlimited growth;
- 2 CPU cores, 1024 MB memory and 256 IOPS: package Store, package Unlimited e-commerce and all reseller packages.

### **B 8.2.**

A subscriber may not use shared hosting packages for hosting of

- streaming servers (video servers, internet radio)
- gaming servers
- development, testing and staging environment

### **B 8.3.**

Subscriber and Provider agree that web sites and application that exceed one or more of these limitations required a specialized type of hosting packages that are not part of shared hosting offering.

### **B 8.4.**

The provider shall notify the subscriber when he or she reaches the limits, disable or limit access to the hosted application or web site. The provider may also institute additional measures to ensure the stability of servers and reduce the impact on other subscribers.

### **B 8.5.**

The provider shall backup data from packages of shared and reseller hosting. The provider makes backups of data as an additional service for subscribers. This service is not part of any shared or reseller hosting offering as is retrieving of data from backups. The provider does not guarantee that data from backup will be available. The provider may change backup policy without any prior notice. Subscriber understands and agrees that he or she is solely responsible for making backup copies of all data.

## **B 9. Content limitations**

The Subscriber agrees that shared hosting is used for hosting of web sites and web applications that do not incur a performance hit larger than a typical web site used by a small or medium enterprise. The Subscriber agrees that server disk space will be used according to these limitations.

This means that the Subscriber will not install or use shared hosting environment to host the following types of applications:

- video or audion streaming services,
- gaming servers,
- proxy servers or anonimization scripts,
- bittorent servers (trackers) or clients,
- malicious scripts and/or data that contain such programming code (viruses, trojans...),
- scripts and contents that mislead users (phishing sites) or are illegal,
- scripts for mass mailing that can't be limited to a maximum number of concurrent messages as defined in this Terms,
- content that illicit illegal behaviour,
- IP scanners, penetration tools or other tools used by hackers,
- pornography and violent contents and documents containing hate speech,
- advertising servers and scripts for exchange of ads or links,
- mirror sites,
- contents that are not copyrighted to the owner of the site.

It is also forbidden to upload, install or use and interactive (chat) applications. This includes scripts written in PHP, Perl, Python, Ruby or any other language and IRC scripts or bots. Any application that allows real-time communication is not allowed (on-line chat for customer support) or other chat applications

Forums and any other application that allow commenting must be protected by a form of spam protection or enforce manual administration of comments. Any application that does not adhere to these rules shall be treated as an infected application as per these Terms.

The Subscriber is forbidden to install, upload or use applications that are used exclusively for paid or free sharing, uploading or distribution of any kind of media files (images, audio or video).



The Subscriber will only install, upload or use applications that were thoroughly tested and are production ready. Using shared hosting as a development or testing environment is not allowed.

The Provider and the Subscriber agree that the Provider has a right to modify or temporarily or permanently disable and scripts and applications that are in conflict with these Terms without any repercussions from the Subscriber.

#### **B 9.1.**

Subscriber agrees that the service provider may manually or automatically scan content of files on servers for malicious code. The service provider may immediately and without prior notification modify, remove or quarantine files and directories that show signs of infections or that contain malicious code. The Provider can't be held liable for any damages that could occur as a result of these actions. Additionally, the service provider can limit or disable access to web sites. Before enabling the web site, the subscriber must not only remove all of the files that show signs of containing malicious code but also take all available protective measures (software updates, changing usernames and passwords) to prevent further exploitations.

#### **B 9.2.**

The service provider may demand from the subscriber to remove information, servicing activities and services or in another manner limit or prevent access thereto, if they could prove questionable or damaging to the service provider or may be contrary to the General Terms.

#### **B 9.3.**

The service provider shall be entitled to exclude scripts and applications which overburden the server or jeopardise its stability from use. Repeating instances of exclusion may result in the temporary suspension of rights to running scripts or applications, and in worse cases even temporary or permanent cancellation of services.

#### **B 9.4.**

Every temporary suspension is considered a direct violation of Terms and Conditions. Subscriber agrees to pay to Provider a violation fee for each such violation.

#### **B 9.5.**

The provisions of this Article in no way limit the rights which for the service provider are derived from chapter "Conclusion, duration and termination of the subscription agreement, and payment methods".

### **B 10. Free Hosting Subscription plan**

Clients, that register a new domain with the Provider, renew existing domain with the Provider or transfer the domain to the Provider, are entitled to the Free Hosting subscription plan. This subscription can be ordered and used for the whole duration of the domain registration.

General terms and agreement for Free Hosting package are available on the site of the Provider. The Provider may change the offering for the Free Hosting at any time without prior notification or warning

The Provider is also entitled to stop providing this service without any obligations or liabilities to the customer.

## **C. VPS servers**

### **C 1. System support**

In addition to free technical support directed towards education of users, the Provider also offers payed system support service. This type of support is meant for one-off tasks that are carried out for a Subscriber and could be carried out by the Subscriber himself but he or she is unable to do so because of lack of knowledge, free time or any other limitations.

#### **C 1.1.**

Subscriber understands that a technician of the Provider may not be able to estimate the time to complete a task immediately after receiving a request and if the task can even be completed.

#### **C 1.2.**

The subscriber may only use tokens to pay for system support. A token is an indivisible unit that can be purchased at the Provider and is used to pay for system support. A value of the token is translated in a number of minutes of a technician's work. Value of a token in minutes depends on the time of day that the work is done. If the Subscriber does not own any tokens, the Provider may suspend system support until the Subscriber obtains at least one token. Token is valid for one year from the day of purchase. The provider may offer monthly bundles of tokens that must be purchased before the request for system support and are valid for one (1) year from date of purchase.

### **C 1.3.**

The subscriber may request different types of system support including (but not limited to) answering of difficult technical questions, debugging of Subscriber's applications or installation of different libraries and applications.

### **C 1.4.**

The Provider shall assign a competent technician for one hour to resolve Subscriber's issue. If the Provider concludes that no technician has sufficient knowledge or experience, the Provider may reject the request.

### **C 1.5.**

In the assigned time, the Provider shall conclude the resolution of the request in one of different ways:

- the requested task is completed
- the estimate and an offer for a complete resolution is prepared
- the Provider explains why a certain request can't be resolved and suggests an alternative

### **C 1.6.**

The Provider shall process all Class 1 issues with priority and do everything in his power to continue work on the issue even after the assigned one hour slot. In this case the Provider will start working on the issue even if the Subscriber has no purchased tokens.

### **C 1.7.**

Issue resolution is always followed with a written report sent to the Subscriber via e-mail. The Provider shall prepare the report at most two work days after the resolution.

### **C 1.8.**

The Provider will subtract tokens from the Subscriber's account after issue resolution. If resolution time is longer than available number of tokens, the Provider shall issue an invoice to the Subscriber and the Subscriber agrees to pay for extra tokens.

### **C 1.9.**

The Provider may add additional services to the price list if similar issues repeatedly arise. In this case, the Provider will invoice the Subscriber for the amount on the currently valid pricelist and will not subtract tokens from the Subscriber's account.

### **C 1.10.**

The provider is free to refuse system support to any Subscriber. The Provider is not obligated to offer an explanation for his choice.

### **C 1.11.**

The Subscriber may issue a request for system support by special telephone number that is assigned to him by the Provider or through a general support email. Outside normal working hours, a request can only be made via a special telephone number assigned by the Provider. The Subscriber is solely responsible that people with access to the telephone number are familiar with Terms and are aware that any call to the telephone number is treated as placing an order and agreeing to pay for this service. The Provider is not obligated to explicitly warn the caller of this fact each time the Subscriber requests system support

## **C 2. Response time for issues**

### **C 2.1.**

While requesting system support, the Subscriber may also request a task that should fix the error.

### **C 2.2.**

An error is an issue that prevents the Subscriber from using the Provider's services according to service specifications. Errors are classified according to the impact on users of services. Error classification is determined by the Provider

- Class 1 errors: the Subscriber is unable to access the server or any service that is critical to the Subscriber and the Subscriber is unable to find a temporary workaround.
- Class 2 errors: an important functionality of the Subscriber's service is not working or has limited functionality.
- Class 3 errors: loss of non-critical functionality. The system does not work as intended but without greater implications to the customer.
- Class 4 errors: a general question or a request for smaller modifications (e.g. errors in documentation).

### **C 2.3.**

In accordance with error classification, the Provider guarantees the following response times:

- 4 hours for class 1 errors,
- "Next work day" for class 2 errors and
- 3 work days for all other classes

### **C 2.4.**

System support requests are resolved during normal working hours. By specific request by the Subscriber, request resolution can be done out of normal working hours. Value of tokens is changed if technicians resolve issues out of normal working hours:

- 1 token equals 15 minutes of work (from 8:00 to 16:00)
- 1 token equals 10 minutes of work (from 16:00 to 22:00)
- 1 token equals 7 minutes 30 seconds of work (22:00 to 8:00 and during non-working says)

The Subscriber can also request faster response times:

- Technician starts working next working days: 3 tokens,
- Technician starts working immediately on the issue: 5 tokens.

## **C 3. VPS hosting**

The provider offers a 60 day money back guarantee if Subscriber is not satisfied with a service for all newly ordered VPS subscriptions excluding renewals. Money back guarantee does not cover costs of incidents (purchase of tokens) or other additional services that the Subscriber ordered.

When a Subscriber purchases an unmanaged VPS hosting, the Provider can choose to help the Subscriber to install the system and perform some basic setup tasks. This service is a benefit and is not part of service that the Subscriber purchased. The Subscriber agrees that he alone is responsible for regular security patching and upgrading of applications and system within a virtual private server. The Provider offers technical support and consulting according to current Terms and Conditions and according to current pricelist.

The Subscriber alone is responsible for backing up the data within VPS.

The Subscriber is responsible for setup of services within the VPS so they are automatically started in case of VPS restart.

The Subscriber agrees that the Provider may disable access to the VPS if the Subscriber exceeds the limits on system resources defined in General Terms and Conditions for his subscription.

The Subscriber may not execute applications and other programmes that remain resident in the RAM of the server without explicit permission from the Provider.

The Subscriber agrees that custom and managed VPS servers are limited by the total number of files and directories. This limit is 1,000,000 files and directories (inodes) and is required for optimal system performance.

The Subscriber agrees that any increase in Microsoft software prices will be charged to the Subscriber. Microsoft usually makes pricing adjustments once per year which can affect VPS that are prepaid for a period longer than one year.

License key provided by the Provider may only be used within a virtual environment of the VPS. The Subscriber may not store, publish or use the license key in any other form or way.

Subscriber understands that the Provider is a SPLA partner of Microsoft and is subject to a different licensing scheme. Subscriber must receive a written confirmation of license compatibility for each piece of software installed in VPS. If the Subscriber fails to get confirmation it is liable for any damages caused to the Provider because of licensing issues.

The Provider may demand root username and password for the VPS when a Subscriber orders and uses a Premium VPS package in order to provide better quality of service to the Subscriber.. The Subscriber is also required to notify the Provider of any changes to the username or password. If the Subscriber does not notify the Provider of the changes, the Provider may reset the username and password and send the new authentication data to the Subscriber.

The Subscriber agrees that he may not install or use the following applications

- IRC chat scripts,
- torrent tracker systems,
- streaming servers,
- gaming servers.

## C 4. Managed VPS Hosting

The Provider offers a subscription for managed virtual servers. "Managed" refers to updating of

- operating system
- server services (web server, mail server, DNS server, FTP server, database server),
- control panel

The Provider shall not manage any other applications that are installed on the server by the Subscriber or a third party. The Subscriber alone is responsible for managing and updating these applications.

When a Subscriber installed application or an update to such application requires different base system (versions of libraries, other services...), the request is processed as an incident. Thus, a Subscriber is required to use purchased tokens.

The Subscriber agrees that versions of services, libraries and control panel are determined by the Provider.

The Provider may change the default version of services and libraries on the server as per request of the Subscriber. However, the Provider may refuse such a change to the system without explanation.

The Subscriber may request changes to basic configuration. The Provider shall make modifications free of charge within first 7 days of subscription purchase. After this date, the Subscriber may still request changes that will be charged according to the price list.

The Provider will check for availability of updates on a monthly basis. The Provider shall decide whether updates warrant an update to the system and will make the necessary changes. The Provider shall notify the Subscriber 3 days before making the changes. The Subscriber may reject the request for update once. If the subscriber refuses an upgrade twice, the subscription is automatically converted to a comparable unmanaged subscription. The Subscriber is not entitled to a refund of a price difference between managed and unmanaged subscription.

The Subscriber is not entitled to root access to the VPS.

The provider shall backup data from packages of shared and reseller hosting. The provider makes backups of data as an additional service for subscribers. This service is not part of any shared or reseller hosting offering as is retrieving of data from backups. The provider does not guarantee that data from backup will be available. The provider may change backup policy without any prior notice. Subscriber understands and agrees that he or she is solely responsible for making backup copies of all data.

## D. [www.dostavljalec.si](http://www.dostavljalec.si)

### D 1.

By using [www.dostavljalec.si](http://www.dostavljalec.si) services, the user acknowledges that they are fully aware of the Services' User Manual (click for the text) and that they fully understand the instructions. By using the service the user also acknowledges that they are fully aware of the system's capabilities and functionality and its restrictions.

### D 2.

The service provider explicitly reserves the right to add text and/or an image and a link to the web site of the service provider to the footer of every e-mail sent via the service which indicates that the message has been sent as part of the [www.dostavljalec.si](http://www.dostavljalec.si) service. The service provider shall not exercise their labelling right in a manner which would disproportionately infringe on the rights and interests of the user.

### D 3.

The service provider reserves the right, against payment according to the pricelist or upon the fulfilment of the other conditions, to remove the text or image from the footer of the sent e-message referred to in the preceding paragraph of this Article.

## **D 4.**

The service provider reserves the right to limit access to service [www.dostavljalec.si](http://www.dostavljalec.si) if the subscriber is inactive for a period longer than ninety (90) days (did not log in the account). The subscriber is notified within five (5) days from the time that access is limited. The subscriber must send a request by email to [info@dostavljalec.si](mailto:info@dostavljalec.si) if he would like to start using the service again. The service provider will enable access to the service within five (5) days from the time the request is received.

## **D 5. Terms and conditions of the use of the service**

### **D 5.1.**

System use is available under three terms:

- the user leases a certain monthly number of e-mail messages which may be sent through the [www.dostavljalec.si](http://www.dostavljalec.si) system (subscription packages);
- the user leases a certain number of e-mail messages which may be sent through the system (one-time packages);
- the user leases an unlimited package of e-mail messages which may be sent through the system (unlimited subscription packages);

## **D 6. Subscription packages (monthly subscription)**

For monthly subscription, the user shall, according to the applicable pricelist of the service provider, pay:

- account activation fee;
- monthly lease amount.

### **D 6.1.**

The user's account is active as long as the user regularly and without delay pays the costs for monthly subscription or until the termination of the agreement. In the detailed cases, the service provider deactivates the user's account automatically. When account deactivation occurs, the user loses the right to send e-mail messages.

### **D 6.2.**

If the user wants to start using the service again in accordance with monthly subscription, they shall once again pay the account activation fee.

### **D 6.3.**

Unused e-mail messages from any month may not be transferred to any other month.

### **D 6.4.**

The service provider is not in any way obliged to refund, fully or partially, the account activation fee and/or monthly subscription if the user failed to send all the leased e-mail messages.

### **D 6.5.**

The user is limited by the system to sending up to 2000 messages per hour at most in addition to restrictions regarding the number of sent messages specified in the respective package.

### **D 6.6.**

## **D 7. One time packages (leasing of a certain number of e-mail messages)**

### **D 7.1.**

When leasing a certain number of e-mail messages, the user shall, according to the applicable pricelist of the service provider, pay:

- account activation fee;
- fee for the leased number of e-mail messages.

#### **D 7.2.**

The user's account is active for 2 years after the last payment of the fee for the leased number of e-mail messages. With every purchase of e-mail messages, the user's account activity extends for another 2 more years

#### **D 7.3.**

After 2 years have elapsed since the last purchase of e-mail messages, the service provider deactivates the user's account automatically. On account deactivation, the user loses the right to send e-mail messages.

#### **D 7.4.**

If the user wishes to start using the service again, they shall pay the account activation fee again even if they did not use all the leased e-mail messages.

#### **D 7.5.**

The service provider is not in any way obliged to refund, fully or partially, the account activation fee and/or fee for the leased number of e-mail messages.

#### **D 7.6.**

The user is limited by the system to sending up to 2000 messages per hour at most in addition to restrictions regarding the number of sent messages specified in the respective package.

### **D 8. Unlimited packages (monthly subscription)**

#### **D 8.1.**

For the unlimited package, the user shall, according to the applicable pricelist of the service provider, pay:

- account activation fee;
- monthly lease amount.

#### **D 8.2.**

The user's account is active as long as the user regularly and without delay pays the costs for monthly subscription or until the termination of the agreement. In the detailed cases, the service provider deactivates the user's account automatically. When account deactivation occurs, the user loses the right to send e-mail messages.

#### **D 8.3.**

If the user wants to start using the service again in accordance with monthly subscription, they shall once again pay the account activation fee.

#### **D 8.4.**

The service provider is not in any way obliged to refund, fully or partially, the account activation fee and/or monthly subscription if the user failed to send all the leased e-mail messages.

#### **D 8.5.**

The user is limited by the system to sending up to 4000 messages per hour at most in addition to restrictions regarding the number of sent messages specified in the respective package. The messages are sent through a single (1) outgoing mail server (SMTP - simple mail server protocol).

### **D 9. Use of service, restrictions, penalties for violations**

#### **D 9.1.**

Use of the service is permitted only for purposes defined by the agreement between the service provider and the customer or the agreement between the third party and the user, and to the extent defined by the agreement.

#### **D 9.2.**

If the purposes of the service use are not defined by the contract, the use of services shall only be permitted for sending e-mail messages and to perform analyses on sent e-mail messages whereby the messages, methods of transmission and recipient data processing must comply with the applicable legislation.

It is strictly prohibited to use the service for the transmission of spam e-mail messages or to cause damage or create the risk of damage for the service provider or third parties. Also forms of damage that are not legally recognised, for example, but not exclusively limited to, inconveniences, loss of time, etc. shall be deemed as damage pursuant to this paragraph.

#### **D 9.3.**

The user that violates the terms of service use may be temporarily or permanently prohibited or banned or restricted from using the service by the service provider independently or at the request of the third party. In this case, the user is not entitled to a refund, fully or partially, for the amount paid for service use or to compensation neither from the service provider nor from third parties.

### **D 10. Exclusion of liability and duty of the user**

The user is familiar with the fact that the delivery of email messages to addressees shall also depend on the circumstances on which the service provider has no impact (inter alias, though not exclusively: operation of mail servers, functioning of filters for spam, setting email customers for addressees, etc.).

#### **D 10.1.**

The liability of the service provider for any damage incurred by the user or third parties due to the said circumstances on which the service provider has no impact, shall be excluded. The service provider's liability for any type of damage incurred by the user or third parties due to the abuse of data (username and password) to access the service, shall be excluded. Concern for security and confidentiality of access data shall be exclusively borne by the user and/or the person who provides the service to the user according to a concluded contract between parties. The user shall be obligated to immediately notify the service provider of any suspicion of system access data abuse.

The service provider does not verify the content of email messages sent through the service and cannot be held liable therefor. The liability of the service provider for any damage incurred by the user or third parties due to the content of sent messages, shall be excluded.

#### **D 10.2.**

The user acknowledges that they are aware of the fact that email addresses of recipients is personal data and acknowledges that the email addresses of the recipients were obtained in compliance with the laws governing personal data protection, and that they adhere to these laws also in processing personal data including its use in the system. The liability of the service provider for any damage incurred as a result of the user's violation of laws governing personal data protection, shall be excluded.

#### **D 10.3.**

The user acknowledges that they have obtained the consensus of every individual addressee or have other legal grounds for the sending of email messages through the service. The liability of the service provider for any damage resulting from the fact that the user failed to have any appropriate legal grounds for the sending of email messages.

## **E. [www.mojapozicija.si](http://www.mojapozicija.si)**

### **E 1.**

The customer by using the [www.mojapozicija.si](http://www.mojapozicija.si) service acknowledges that they are fully familiarised with the description of the service (click to view the text). The service provider provides the customer services only with regards to those web search engines and key words (search terms) which have been explicitly listed in the offer, and within the time frames set forth in the offer.

### **E 2.**

The customer is aware of the fact that the positions in the search engine, from the time of verification by the service provider, to the time when they are communicated to the customer or when the customer verifies them for themselves, may be altered. In addition, a customer may come to a different result than the one communicated by the service provider, as search engines when classifying search results consider certain personal circumstances or preferences (e.g. history of searches, location). Therefore the service provider shall assume no guarantee for the positions communicated to the customer.

### **E 3.**

The customer agrees for the service provider to send information on positions in electronic form, i.e. via email to the email address of the customer known to the service provider. The customer explicitly authorises the service provider to send commercial and non-commercial content derived from the service provider or third parties in addition to email messages informing them on the positions.

### **E 4.**

The customer is aware that the operation of the search engines is vital to the service performance, therefore any kind of liability of the service provider for non-operation, incorrect, lagged or otherwise disturbed operation of the search engine, shall be excluded.

## **F. [www.oglasuj.me](http://www.oglasuj.me)**

By using the [www.oglasuj.me](http://www.oglasuj.me) service, the customer acknowledges that they are fully familiarised with the description of the service (click to view the text).

### **F 1.**

The customer is aware of the fact that the conditions of online advertising change in real-time and without warning, meaning that the demonstration of an advertisement in a specific time frame has a certain price, however thereafter the price of the same advertisement may be higher or lower. The customer is also aware that the advertisement price is determined by the providers of advertising space and not by the service provider.

### **F 2.**

Nevertheless, the service provider will make every effort as a good professional to allocate the funds earmarked by the customer for the online advertising campaign in the most optimal manner, however for reasons set forth in the preceding paragraph of this Article, the service provider may not guarantee even the number of clicks nor the duration of the advertising campaign.

### **F 3.**

The service provider shall not be bound by the customer's instructions or wishes regarding the selection of key words or with regard to the desired advertisement price. The service provider determined all advertisement parameters independently.

### **F 4.**

The customer authorises the service provider to open or create an account on their behalf at the online advertisement provider (e.g. Google Adwords).

### **F 5.**

The Provider is not responsible for advertisement contents. The subscriber agrees that he or she is acquainted with Terms and Conditions of the Provider's suppliers:

- <https://adwords.google.com/select/tsandcsfinder?country=SI>
- <https://www.facebook.com/legal/terms>

## **G. [www.spletnestrani.si](http://www.spletnestrani.si)**

### **G 1.**



By using the [www.spletnestrani.si](http://www.spletnestrani.si) service, the customer acknowledges that they are fully familiar with the description of the service (click to view text) and with the service user manual available at the following web address <http://www.pomoc.webtasy.si/domov/>.

## **G 2.**

By using the provider's services, the customer acknowledges that it is familiar with the entire content of the special terms for workshops and fully accepts them.

## **G 3.**

If the customer, after subscribing to the selected package, chooses a lower-ranked (cheaper) service package compared to the originally selected package, the service provider shall facilitate such choice, however in this case the customer shall not be entitled to a refund for the price difference.

## **G 4.**

Whenever the workshops are carried out in multiple parts (modules), the selection of a higher-ranked (more expensive) package referred to in the preceding paragraph of this Article shall only be possible, provided that the service provider receives the entire payment for the selected modules prior to the date the next part (module) is implemented or prior to the implementation of the part (module), after which the development of the website is started.

## **G 5.**

The customer shall not be entitled to any form of refund or other benefits for services included as part of the selected package but are not used by the customer.

## **G 6.**

Only support related to content listed in the services' user manual available at the web address <http://www.pomoc.webtasy.si/domov/> shall be deemed as customer support (Article 16 of these General Terms) in association with the [www.spletnestrani.si](http://www.spletnestrani.si) service. The change or modification of websites or insertion of content on websites shall not be deemed as customer support under any condition.

## **G 7.**

The customer is aware and agrees that the footer of each website developed based on the [www.spletnestrani.si](http://www.spletnestrani.si) service includes content related to the service provider, promoting the service provider and their services. The customer agrees that the service provider may at any time without warning change the said content without significantly interfering with the appearance and functionality of the website or the customer's interest. The customer shall be prohibited to remove or modify the said content. The violation of this prohibition shall represent a reason for withdrawing from the contract without any notice period.

## **G 8.**

The customer agrees that web site projects are completed after the "Web site in a single day" workshop. If a customer does not take part in the workshop, the web site is considered finished when the service provider notifies the customer that he completed his work and sends login information to the customer. Subscription comes into effect on the day that project was finished regardless of whether the domain was deployed to the final domain.

Clients, that register a new domain with the Provider, renew existing domain with the Provider or transfer the domain to the Provider, are entitled to the Free Web Site subscription plan. This subscription can be ordered and used for the whole duration of the domain registration.

General terms and agreement for Free Web Site package are available on the site of the Provider. The Provider may change the offering for the Free Web Site at any time without prior notification or warning

The Provider is also entitled to stop providing this service without any obligations or liabilities to the customer.

## **H. Workshops**

### **H 1.**

By registering for the workshop, the customer acknowledges that they are familiar with these special terms and conditions applying to the workshops and that they fully accept them.

## **H 2.**

The customer is familiar with the fact that the workshops offered by the service provider, may be part of another provider's service or one of the forms of performing or providing other provider services. In this case, by registering to a workshop, the customer also acknowledges that they are familiar with the special conditions applying to such services, a part of which is the workshop.

## **H 3.**

The customer may take part in the workshop only under the condition that the service provider receives the full payment for participation in the workshop or for the service whose part is the workshop, up to three (3) days inclusive prior to the date listed by the service provider as the workshop start date.

## **H 4.**

If a customer may not attend the workshop already paid in the first available time frame, they can participate in the next available time frame for the workshop, determined by the service provider, without any additional payment. If a customer may not attend the workshop also in this newly scheduled time frame, they must again pay if they wish to attend the workshop. The customer who fails to attend the workshop, shall not be entitled to any kind of refund or other benefits whatsoever unless non-attendance may be attributed to the fault of the service provider. Attendance at the workshop shall also include cases where the customer fails to attend all the modules of if they are not present for the entire time of performing a particular module.

## **H 5.**

The customer or persons attending the workshop on behalf of the customer, shall be obligated to reach the location where the workshop will take place at their own expense. Workshops may also be carried out outside the venue of the service provider's registered office. The service provider shall duly notify the customer of the location of the workshop.

## **H 6.**

All text, images, presentations, films and other material, information or content which the customer or persons attending the workshop on behalf of the customer, received from the service provider or third parties at the workshop or in relation to the workshop or provider's services (hereinafter referred to as: "content"), are the property of the service provider or third parties, and the service provider and third parties retain all copyrights related thereto, including the right to reproduction and distribution and all other intellectual property rights. The customer may intend the received content for the exclusive internal use and shall prevent the disclosure of this content to third parties. The customer shall familiarise persons who attend the workshop on their behalf with the liabilities arising from this paragraph and obtain a statement of notification from such persons in compliance with this paragraph. The customer as regards all liabilities arising from this Article shall be held liable for the actions of persons attending the workshop on their behalf or due to the customer's actions become familiar with the content, as if they were their own.

## **I. Do-it-yourself web site and web shop offering**

By using any of these products, The Subscriber agrees with General Terms & Conditions related to these services.

### **I 1.**

The Subscriber is aware that the Provider is offering the aforementioned services with the help of a third-party provider. Workshops and educational lectures are subject to General Terms, Section H. Hosting and e-mail services included in the offering are also subject to these Terms & Conditions.

### **I 2.**

Additionally to other conditions determined in these General Terms & Conditions, the Provider is also not liable for any damages resulting from the use of copyrighted content and materials, provided by the Subscriber, invalid or improper use of the services and invalid use of the services even in the case where the customer is not aware, but should be aware (by following available instructions) of the proper procedure in using the service. Content and materials that are provided by the Subscriber are not reviewed or confirmed by the Provider and are sole responsibility of the Subscriber.

### **I 3.**

The Subscriber may use any or all of the services in this section together with the Free Hosting and Free Web Site subscription packages.

### **I 4.**

Relevant articles from Section B and G also apply for services from this section unless they are in conflict with articles of this section in which case, the articles from this section have priority.

## J. Services that are not part of current offering

### J 1.

The customer is familiar and agrees that the hosting packages Hiška, Mesto, Citron Mini, Citron Midi, Citron Maxi, Citron Pro, Modrin Mini, Modrin Midi, Modrin Maxi, Modrin Pro, Park Tivoli, Hyde Park, Central Park, Osebni paket, Poslovni paket, Paket S, Paket M, Paket L and VPS packages Gredica, Vrt, Polje, Monarh Mini, Monarh Midi, Monarh Maxi, Monarh Pro, VPS Basic, VPS Standard, VPS Extreme are not part of the service provider's regular offer, thus the transition among the listed packages shall not be possible. The said packages may only be extended, while the transition between the said packages shall only be possible to packages (services), which are part of the regular offer of the service provider.

[DHH.si](http://DHH.si) web services Ltd.

Ljubljana, May 29th, 2018