



## 1 SUBJECT OF GENERAL TERMS AND CONDITIONS (SP Panteon.net®)

The Provider is committing himself to ensure to the Subscriber, by conclusion of subscription relationship, the use of Electronic Business services (**EP**), by means of the services of the business network **Panteon.net®**, in accordance with the **Contract** (i.e. in accordance with contracts, entered into between Subscriber and Provider, their Annexes, application/registration forms and attachments) and in accordance with provisions of these **Panteon.net®** General Terms and Conditions and with recommendations of international organizations and standards regarding e-business (GS1, ISO, UN/EDIFACT, GCI, ECR, ..), and in accordance with the Provider's standards and general professional rules and standards. The Subscriber is committing himself to comply with provisions of this **Contract** and **Panteon.net®** General Terms and Conditions, as well as with all presented rules of Provider, regarding the use of Provider's services.

## 2 OWNERSHIP AND BUSINESS SECRET

Contractual relationship between **Contracting Partners** (i.e.: between the Subscriber and Provider) is confidential in its nature. **Contracting Partners** hereto are obliged to protect all documentation, know-how and all information, relating to the subject of this **Contract** and all other data and information regarding Provider, not being publicly known, and to which **Contracting Partners** hereto have been granted access during the performance of this **Contract**.

**Contracting Partners** hereto may use data and information provided by the other **Contracting Partner** hereto, exclusively for the performance of services or activities respectively, being subject of this **Contract**.

Any computer related software and documentation on any medium, irrespective of the form of the record, needed for the performance of the EB related services, as based on this **Contract**, entered into by **Contracting Partners** hereto, is in the exclusive ownership of the Provider or of its manufacturers or authors respectively, unless **Contracting Partners** hereto have agreed otherwise. Any software, data and documentation, needed for the performance of services, based on this **Contract**, entered into by **Contracting Partners** hereto, irrespective of the fact, whether or not, this software, is being protected by trademark or by services mark or by any intellectual property right, respectively, is intended exclusively for the use of the Subscriber and may not be transferred to third parties and is being treated as a business secret, belonging either to the Provider, to the manufacturers or the authors and the Subscriber, respectively, when the data involved is a part of the EB. Intellectual property rights are applicable also for the Provider, manufacturer or author also in the case, when services and/or documentation have been developed directly in connection with the performance of services to the Subscriber.

## 3 VALIDITY, DURATION AND TERMINATION OF PERFORMANCE OF SERVICES

Performance of services is starting with the day, when Subscriber is entering into the **Contract** or into subscription relationship respectively and is obtaining for his use the equipment, programs and/or services, provided by Provider and is applicable during the whole period until the Subscriber is using this equipment, programs and Provider's services. Use of services is concluded for an indefinite period of time. Services may be terminated by any of **Contracting Partners** hereto, with the period of notice of thirty (30) days, which starts with the day of receipt of the written notice of termination.

The Provider may temporarily disconnect the Subscriber from the **Panteon.net®** System or rescind the **Contract** on use of services, in case the Subscriber fails to comply with any provision of this **Contract**, or in case, the Subscriber is abusing the contractual relationship for unlawful purposes. In the case of the termination of this **Contract**, the Subscriber agrees to return to the Provider the complete documentation, equipment and all programs and all of its full or partial copies, corrections or alterations. The Subscriber shall confirm to the Provider the return of the above mentioned documentation, equipment and programs in writing. At the termination of this **Contract**, the Provider will permanently disconnect the Subscriber from the **Panteon.net®** System, thus invalidating and deleting all data and authorizations, that have been acquired by the Subscriber, based on the use of equipment and/or services or based on the conclusion of the subscription relationship and that are being specified within the completed Subscriber's Registration forms for individual services. The Provider will inform the Subscriber of the disconnection in writing.

## 4 PAYMENTS AND TAXES

The Subscriber agrees to pay the Provider's services in accordance with this **Contract**, with the existing practice and with applicable prices, as specified in the Provider's price lists.

- a) Subscriptions, Services for EB and the charges for monthly maintenance are to be paid based on the invoice, to be issued by the Provider until the last day of the month, covering the current month or within the agreed upon period of time, within the time limit of eight (8) days after the invoice has been issued.
- b) The conclusion of the Subscription relationship, equipment and/or other services are to be paid, based on the Provider's invoice, within the time limit of eight (8) days after the invoice has been issued.

All specified prices and tariffs do not include the Value Added Tax (DDV), which is being charged in accordance with the applicable law. If the Subscriber fails to fulfill his obligations within the agreed upon period of time, the Provider may inform the Subscriber in writing with reminder and may also temporarily disconnect the performance of those services for which the Subscriber did not settle the issued invoice and notifies him of this fact in writing. In case, the Subscriber also fails to settle his obligations within the time limit of fifteen (15) additional days, the Provider may disconnect the

Subscriber from **Panteon.net®** System of services and/or terminate the performance of all services and/or rescind this **Contract** with immediate effect and without period of notice. For late payments, Provider, in accordance with his applicable price list, may charge Subscriber for admonition costs and statutory default interest for overdue payments.

## 5 PROVIDER'S RIGHTS AND RESPONSIBILITIES

- a) The operating time of the **Panteon.net®** System is twenty four (24) hours a day and seven (7) days a week. Every Sunday, between 6 PM and 24 PM, interruption of the **Panteon.net®** System operation is foreseen, due to regular maintenance activities.
- b) The Provider is ensuring the performance and the regular maintenance of the **Panteon.net®** System, thus enabling the Subscriber to ensure the uninterrupted operation of all agreed upon services. The Provider will inform the Subscriber seven (7) days in advance of any planned interruption of the **Panteon.net®** System operation, which will last more than two (2) hours. Provider will notify the Subscriber of any change in the way of use or of the upgrade of the existing functions of the **Panteon.net®** System, which are being used by the Subscriber, at least thirty (30) days before the change is being implemented.
- c) The Provider will continuously monitor the operation of the **Panteon.net®** System, the content and the quantity of services and he will continuously update the necessary infrastructure.
- d) The Provider will remove all the reported irregularities and interferences in the operation of the **Panteon.net®** System, as soon as possible, or within a reasonable period of time respectively, and in accordance with availability, the Provider will temporarily establish an alternative way of performance of services. In such circumstances, the Provider will pay special attention in order to prevent the loss or alteration of messages.
- e) During the validity of this **Contract**, the Provider may stop providing any service, if and when, the service is no longer generally available and contained in the Provider's offering or if the service has been replaced by another service of improved quality. The Provider will not stop performing the leased and agreed upon services, without the previous written notification to the Subscriber.
- f) The Provider will continuously follow up the Subscriber's work and pay due attention in order to prevent any unauthorized use of services or the penetration into the protected **Panteon.net®** System or the unauthorized access to data, respectively.
- g) The Provider is not responsible for interferences and for failures in the performance of the **Panteon.net®** System, if these interferences and failures are consequences of accident, force majeure or events that are not under the Provider's direct control. In no event, is the Provider to be held responsible for interferences in the services provided, if such interferences are resulting from the collapse of other systems which are not under the Provider's direct control (telecommunications, internet,...).
- h) In no event, the Provider is to be held responsible for the indirect damage or for the direct loss of income or for any damage respectively, that may incur at the Subscriber, due to the incorrect performance of the **Panteon.net®** System, except unless in the case of the Provider's intentional unprofessional intervention.
- i) The Provider is permitted to temporarily disconnect the Subscriber from the **Panteon.net®** System, if the Subscriber is causing technical or other interferences or if the Subscriber is trying to damage the protection systems of **Panteon.net®** and to penetrate in this way the data for which he is not authorized.

## 6 SUBSCRIBER'S RIGHTS AND RESPONSIBILITIES

- a) The Subscriber may use all agreed upon services and **Panteon.net®** System functions, in the way and within the time, as specified by this **Contract**.
- b) In order to ensure the quality usage of the services of the **Panteon.net®** System, the Subscriber has to ensure the suitable equipment (hardware, software for EB and the entry through the telecommunications network), the suitability of which has to be confirmed jointly by both **Contracting Partners** hereto.
- c) The Subscriber is responsible for the protection and for the appropriate use of access passwords, electronic authorizations or certificates, for the content of messages, for the traffic control, for the messages' integrity and for the operation of the messages encoding system. The Subscriber is also responsible for the authorized or unauthorized usage of the **Panteon.net®** System by third party by means of his access passwords, electronic authorizations or certificates and/or by means of the equipment for access to **Panteon.net®**, being in use by the Subscriber.
- d) Any planned change in the mode of operation of the Subscriber's system or any interruption, lasting longer than four (4) hours, has to be communicated in writing by the Subscriber to the Provider, at least two (2) days in advance.
- e) Any planned change on the Subscriber's system that would affect the change of **Panteon.net®** System technical parameters and settings, (computing system change, software replacement or software upgrade, method of connecting through the telecommunications network and alike), has to be communicated by the Subscriber to the Provider in writing, at least thirty (30) days before the change is being implemented.
- f) The Subscriber is not allowed to encroach upon the **Panteon.net®** System in such a way that would cause technical or other interferences in the system's operation and integrity. The Subscriber has to comply with all protection and safeguard regulations of the **Panteon.net®** System and of the related data and is not allowed to try to penetrate the protected areas of the **Panteon.net®** System, to perform services on the System with unauthorized equipment or to access the data for which he is not authorized.
- g) The Subscriber is obliged to report all interferences arising out of the use of services immediately (via phone, fax or e-mail) and in the way, agreed upon, or specified in the Provider's instructions.

## 7 PROTECTION OF PERSONAL DATA

All data used within the Provider's web applications and other applications is collected, stored and may be used in accordance with the Law on the protection of personal data (ZVOP-1) (published in the Official Gazette of the Republic

of Slovenia, Number 86/2004 and following (Uradni list republike Slovenije, št. 86/2004 in nasl.). The data is stored within databases, which are installed on computer servers with limited and selective access system. Data may be used exclusively for the use of Provider's services and are not allowed to be transferred or disclosed to third parties. Unauthorized access to the data is being prevented by the use of appropriate security technologies and procedures.

At the connection implementation, every Subscriber of services is given his own identification and authorizations in the **Panteon.net®** System. If any change occurs regarding data submitted by the Subscriber (i.e. if the Subscriber's address or the contact person's address changes) in the Registration form for each Subscription relationship implementation or for the performance of the service, Subscriber has to inform the Provider in writing of this change within three (3) days after the change occurs, at the latest.

By conclusion of this **Contract** or subscription relationship respectively, the Subscriber commits himself and agrees to provide all the personal data necessary for the implementation of the **Contract** and all the necessary consensuses from the individuals whose personal data will be collected/used within the Provider's systems.

Provider's general information protection policy is published on the Provider's web site [www.panteongroup.com](http://www.panteongroup.com).

## **8** DISPUTES

In all cases that are not being specifically regulated by these General Terms and Conditions of **Panteon.net®**, provisions of the Code of Obligations (Obligacijski zakonik) are to be applied directly. **Contracting Partners** hereto agree that eventual disputes, arising out of this **Contract**, will be settled in mutual agreement and in the interest of a lasting long-term collaboration. If such agreement cannot be reached, the disputes shall be settled by the competent Court in Kranj, Slovenia.