

GENERAL TERMS AND CONDITIONS
for the use of telecommunications and Internet
services

I. GENERAL PROVISIONS

Article 1

The issuer of the General Terms and Conditions for the use of services and products is the company STELKOM, d. o. o., based in Špruha 19, 1236 Trzin, which in the course of its business offers telecommunication, information and communication services to its end users, provides Internet services and sells/leases and maintains communications equipment.

Article 2

The purpose of these General Terms and Conditions is to define the rights and obligations of the Client and the Contractor, in particular:

- conditions, procedures and deadlines for connection to the network,
- conditions, scope and manner of providing services,
- conditions and procedures for connecting the client's equipment to the network,
- conditions for concluding, changing and terminating the subscription relationship,
- methods of resolving objections and complaints,
- prices of services.

The Contractor provides services under the conditions and in the manner determined by the regulations in force in the Republic of Slovenia, general conditions, subscription contract, price list of services and any special written agreements. The General Terms and Conditions may be supplemented by special agreements between the contracting parties, which must be concluded in writing. If the General Terms and Conditions and special arrangements are not harmonized, the General Terms and Conditions shall apply.

All issues that are not regulated by the subscription contract, special agreements or these General Terms and Conditions shall be resolved by applying the regulations in force in the Republic of Slovenia.

All contracts, orders and agreements are legally binding only if they are signed by the legal representative of the Contractor or an authorized person in writing, and are bound only to the extent specified. Offers are mostly variable and do not bind the Contractor, unless the offer states that it is binding. The Contractor's employees may not make statements that deviate from these Terms and Conditions unless they have the written authorization of the Contractor's legal representative to do so.

Article 3

Terms used in these General Terms and Conditions for the Use of Telecommunications Services (hereinafter: SP), have the following meaning:

- The Client is any natural or legal person with whom the Contractor concludes a subscription contract.
- The Contractor is the company STELKOM, which is registered as an operator with the Agency for Communication Networks and Services of the Republic of Slovenia (AKOS) and which acts in relation to the client as a service provider in accordance with the general conditions.
- A subscription contract is a contract between a contractor and a client. Its components are also attachments and price lists of services.
- A network is a public telephone network accessed through a public or internal IP network and VPN.
- Terminal equipment are devices that allow the user to communicate in a network and are intended for connection to the Contractor's network.

- A virtual home exchange or NHC is a web interface for adding, removing, and administration of connections performed by the Client.
- The price list indicates the price list of telephone services in domestic and international network traffic, information services, equipment rental/purchase, NHC connections, phone numbers (transmission and monthly rent and other costs related to other operators) and domain and application hosting.
- The connection fee is the price charged to the subscriber for activating the use of the service.
- ZEKom-1 is the code for the Electronic Communications Act.

Article 4

In particular, Stelkom offers the following information and communication services:

- publicly available telephone services and video telephony,
- virtual private networks,
- internet access
- hosting applications and servers,
- domain registration and hosting,
- mailbox maintenance,
- rental and maintenance of operator-owned equipment in accordance with these General Terms and Conditions,
- maintaining the operation of services in accordance with these General Terms and Conditions and other communication, information and multimedia services.

Stelkom also provides additional services such as:

- supply and sale of third-party software,
- supply and sale of licenses of own software,
- implementation services (setup, data import, installation, startup assistance),
- training and education of users,
- creation of individual programs and upgrading of standard software,
- telephone counseling,
- other IT and business consulting services.

The Contractor may change their range of services due to the inclusion of new ones and/or abandonment or modification of existing ones. The Contractor will inform the Client about the changes on its website and by other means of communication.

Information and communication services are available 24 hours a day, seven days a week, all days of the year.

II. THE COMPANY AND HEADQUARTERS OF THE SERVICE OPERATOR

Article 5

The official name of the service operator is STELKOM - telecommunications and services d. o. o., and the abbreviated name of the company is Stelkom d. o. o. The service operator is based in Trzin, its business address is Špruha 19, 1236 Trzin.

III. CONDITIONS, PROCEDURES AND DEADLINES FOR CONNECTION TO THE NETWORK AND USE OF SERVICES

1. CONDITIONS TO THE CONCLUSION OF A SUBSCRIPTION RELATIONSHIP

Article 6

In addition to the applicable legislation, the relationship between the Contractor and the Client is regulated by the subscription contract, which also includes general conditions, special conditions for each service, instructions for use, sales offer and price list of services, which contains a list of valid service prices. The General Terms and Conditions may be supplemented by special written agreements between the Contracting Parties, which are binding in the same way as the General Terms and Conditions. If the general conditions and special written agreements are not harmonized, special written agreements apply. Oral agreements are not valid. Other terms, conditions, obligations and rights arising from the subscription contract are defined in special agreements or contracts.

The Contractor undertakes to conclude a subscription relationship with any adult natural or legal person who has the appropriate technical possibilities and if there are no other legal, commercial or financial reservations on the part of the Contractor or on the part of the Client.

The Client - legal entity must meet the following conditions:

- that it is registered and/or has its registered office or registered branch on the territory of the Republic of Slovenia; or if he does not have it, he can be guaranteed by a guarantor who meets the conditions from these General Terms and Conditions and has an open account with one of the banks in the Republic of Slovenia;
- to guarantee the payment of liabilities with funds on the account through which it operates and for this purpose to hand over a duly completed writ of execution
- to state all the required and accurate information in the application for concluding a subscription relationship and to enclose documents showing the latest (up-to-date) registration data and documents proving its solvency (the latter must not be older than three (3) months) - the contractor may unilaterally withdraw from this requirement in the case of newly established companies;
- that the legal entity and/or its legal representative do not have outstanding due obligations to the Contractor due to previously concluded subscription relationships, or that the Contractor did not enforce the payment of due obligations from him or his legal predecessors in court;
- that the subscription relationship is concluded by a legal representative or a proxy with the written authorization of the legal representative, who shall present the identity document/other relevant public document to which they relate and with which he/she identifies. The authorization must not be older than thirty (30) days and must be accompanied by the signature of the legal representative and the company's stamp, if the company operates with the stamp, or it must be issued and signed on a business document (memorandum).

In order to conclude a subscription relationship, the Client must submit a fully and correctly completed subscription contract and the necessary annexes. If the contract does not contain all the information necessary for the conclusion of the subscription relationship, the Contractor shall return it to the Client for completion.

In the event that the Contractor, on the basis of relevant documents or data proving the solvency of the Client, determines that there is a probability of risk of charging for the ordered services, the Contractor may require an appropriate instrument to secure its receivables. For natural persons, these are usually an advance payment or a guarantee statement, and for legal entities, an advance payment or a bank guarantee. For legal entities or companies the Contractor may require a duly completed writ of execution

as a security instrument.

The contract is concluded and enters into force on the day it is confirmed by the Client and the Contractor. If the subscription contract is concluded by post, the contract shall be deemed concluded on the day when the Contractor receives a duly completed and signed copy of the contract from the Client.

Article 7

After concluding the subscription contract with the Contractor, the Client may order additional equipment from the Contractor/his field worker or replacement of equipment, as well as to require a change in the number and types of connections. The Client places his order on a form submitted to him by the field contractor. The Client is bound by the order by signing the form.

Prior to concluding a subscription relationship, the Client must provide the information required in the subscription contract. The information provided by the Client in the subscription contract must be accurate and complete. The Client is materially responsible for providing incorrect and incomplete data. In the event that the subscription contract is concluded by post, the Client must send a correctly completed and signed copy of the contract.

2. COLLECTION AND PROTECTION OF PERSONAL DATA

Article 8

The Contractor will collect, process and use data related to the subscription relationship in accordance with the regulations governing the protection of personal data in the Republic of Slovenia and/or the European Union. The Contractor will use them only for concluding, implementing, amending and terminating the subscription contract, charging for services and for the needs of the Contractor's analysis of the services provided. For billing and payments related to interconnection, the Contractor will also process and store data on the volume of telephone traffic and the duration of individual telephone conversations until the first monthly billing of services to the Client.

Article 9

The obtained personal data is protected as the Contractor's business secret and is used only for the smooth implementation of the subscription relationship, for market analyzes aimed at improving the Contractor's services, and for informing about novelties in the Contractor's offer. The Contractor collects data on clients on the basis of the Electronic Communications Act and the subscription contract. These data include the name and surname for natural persons and data on the company for legal entities, the permanent residence of the Client, the address of the connection, telephone number, tax identification number, information on bank accounts through which the Client operates, and other information specified in the subscription contract which are necessary for the conclusion of the subscription relationship and the provision of services.

Upon termination of the subscription, the Contractor shall keep the data referred to in the first paragraph of this Article for a maximum of five years from the day when the invoice was issued for the services provided, if an order of the competent authority for the storage and transmission of this information is issued during this time, if it is specified in the order of the competent authority.

Article 10

The Client agrees that the Contractor may use the collected data for direct marketing, unless otherwise

stated in the subscription contract. The Client or the user may, at any time, request in writing or in another agreed manner (eg through service websites) that the Contractor permanently or temporarily cease to use his data for the purpose of direct marketing. In the event of such a written request, the Contractor shall prevent the use of the data for the purpose of direct marketing within 15 days at the latest. The Client will be notified of this prevention within a further five (5) days via the service website, by telephone or in writing.

Article 11

During the term of this contract or after its termination both parties undertake not to pass on to third parties the information on the content of their contractual agreements, any internal information or information on the other party with which they would be informed on the basis of cooperation.

Article 12

Notwithstanding the decision of the previous article, the parties may publicly publish and state the fact of cooperation with the other party and the subject of cooperation (solution), as well as publish the web links to the solution provided by the Contractor for the Client on their website and in publications.

Article 13

Traffic data relating to the clients and users, processed and stored by the operator will be deleted or modified in such a way that they cannot be linked to a specific or identifiable person as soon as they are no longer needed to transmit messages, unless otherwise specified.

Notwithstanding the provision of the previous paragraph, until the full payment of the service, but no later than the expiry of the limitation period, the Contractor may store and process the traffic data it needs for billing and payments related to interconnection, namely the name of the Client or user, address, tax number and information on the scope of services used.

The Contractor will process all the Client's data in accordance with the requirements of the Personal Data Protection Act (ZVOP-1).

3. MAINTENANCE WORK ON THE CONTRACTOR'S NETWORK

Article 14

The Contractor undertakes to connect and activate the services agreed with the Contract no later than 30 (thirty) days after signing the Contract, assuming that the Client has provided the technical conditions for connection and made the due payments to the Contractor. In case of obstacles that prevent the connection within the agreed period, the Contractor is obliged to inform the Client of the reason for the delay.

A special software maintenance contract will be concluded on the maintenance of the software and the scope of services to be provided by the Contractor in this regard.

Article 15

The Contractor is obliged to:

- ensure standard quality of service taking into account the physical limitations of the line and external influences,
- depending on the available technology and the actual possibilities to prevent the loss, alteration or access of unauthorized persons to the data in its network,
- publish the prices of their services and their changes in the prescribed manner, on the website, so that the client has the opportunity to get acquainted with their content,
- rectify errors as soon as possible,
- at the request of the Client and at his expense, carry out the inclusion of terminal and software equipment which must comply with the conditions defined in these General Terms and Conditions.

Article 16

The Contractor is entitled to:

- charge a monthly subscription for the performed traffic and all other services according to the valid price list,
- after prior warning, request from the Client the immediate withdrawal of information and services or restrict access to them if they are contrary to mandatory regulations, good business practices or General Conditions of the Contractor,
- after a prior warning, in case of perceived possibility of abuse, temporarily prevent access to some or all services,
- after prior warning, prevent access to some or all services if the Client interferes with the functionality of the network,
- disconnect the Client's connection without prior notice if breaches of the Client's contract by made by the Client pose an immediate and serious threat to public order, public safety or public health or cause serious economic or operational problems, and suspend or permanently disconnect the Client's connection in accordance with the provisions of these General Terms and Conditions,
- terminate the supply of services or terminate the contract in accordance with applicable regulations and applicable General Conditions.

Article 17

The Contractor is not responsible for:

- interruptions and faults if they are the result of force majeure or events which the Contractor could not prevent, avoid or deter,
- interruptions and faults or partial or complete failure of the network, if this is the result of urgent maintenance work, coincidence or events beyond its control,
- damage and irregularities caused by incorrect or inappropriate use of communication equipment or conduct of the Client,
- faults, disturbances and interruptions in the operation of services resulting from technically inadequate house installations, physical limitations of the line and any external influences,
- the content and form of information provided by the Client to a third party, nor for the content and form of information provided by the third party to the Client,
- ensuring the protection and privacy of data transmitted over the Internet,
- the Client's files stored on the operator's servers,
- intrusions into Client's hardware and software (eg Trojan horses, autodial programs, parasitic programs, unauthorized use of the Client's wireless network) and possible misuse of operator services due to insufficient security protection by the Client (eg failure to update the operating system , non-installation of firewall and antivirus program, opening of wireless networks, etc.),
- for direct or indirect loss of income or any damage resulting from improper use, improper operation of services or interruptions in operation,

- for direct or indirect loss of income or any damage that would occur due to loss or the alienation of the Client's data or other parameters necessary for the use of the services, unless the fault for the alienation is on the part of the operator.

In any case, the Contractor's liability is limited to a maximum of EUR 50,000.00.

4. NOTIFICATION AND INFORMATION

Article 18

On its website, the Contractor shall provide information on:

- possibilities, types and ways of using services,
- new or modified existing services added,
- prices of services and possible discounts,
- prices of additional services,
- all data necessary for concluding a subscription relationship and necessary terminal equipment technical parameters,
- maintenance prices,
- changes to the terms of the contract.

For the purposes of enforcing this contract and in connection with other issues, the Contractor may communicate with the Client via SMS, post and e-mail or in any other reliable manner. In the event that the Client did not agree to communicate via e-mail when concluding the subscription contract, the Contractor has the right to charge him the actual costs of communication in other forms.

In the event of a planned interruption of the provision of services longer than 2 (two) hours, the Contractor will notify the Client at least 7 (seven) days in advance at its website or by e-mail.

Article 19

The client can request the introduction of communication exclusively by e-mail via service websites or in writing. In this case, the Contractor will send all notifications to the Client only to the e-mail address specified by the Client in the concluded subscription contract or to another address if the Client requests so. The Client shall communicate with the Contractor in writing and each written application shall also be signed, otherwise it will be returned for completion.

Article 20

Both parties shall immediately inform each other of any circumstances that significantly impede the progress of the project, regardless of whether such circumstances occur in their own sphere of responsibility or the sphere of responsibility of the other party or third parties.

5. OBLIGATIONS OF THE CLIENT

Article 21

When the Client does not have the communication equipment necessary for the use of the ordered services, the Contractor and the Client shall agree on the terms of the lease of communication equipment, in particular the duration of the lease and the monthly rent of the equipment.

The Client undertakes to use the communication equipment, generally treat it as a good owner and that he will give the service technician access to the equipment by prior notice. The Client is obliged to compensate the damage to the equipment that occurs:

- by his own fault or
- for other reasons of the Client, e.g. when the Client does not act carefully enough (does not disconnect equipment from electricity in case of danger of lightning; does not insure equipment against imminent natural danger, etc.)
- due to judicial enforcement against the Client if the equipment is confiscated.

If the Client damages, destroys or unjustifiably disposes of the equipment taken over for the acceptance of services under this contract and owned by the Contractor, he undertakes to reimburse the Contractor for the full value of such equipment on the basis of the invoice issued.

Article 22

The Contractor shall ensure the agreed quality of its services provided that the Client uses the communication equipment provided by the Contractor. The Client agrees that the Contractor shall change the Client's settings or other parameters on the equipment owned by the Contractor at the Client's location, but solely in order to ensure higher quality of services and smooth operation of the network.

Article 23

The Client undertakes to submit complete and authentic personal data for entry in the Contractor's register of subscriptions before connecting to the Contractor's network.

The Client undertakes to notify the Contractor in writing immediately, but no later than eight (8) days after any change change of residence, change in relation to the accounts through which it operates, status change and change of other data and conditions that affected on the conclusion of a subscription relationship. In this case, the Contractor may request the re-completion of the subscription form or the conclusion of a new subscription relationship. All financial and other consequences arising from the untimely notification of changes shall be borne by the Client. If the Client fails to notify the change of data or does not consent to the conclusion of a new subscription contract, the Contractor may terminate the subscription contract without notice. The Contractor shall record the changes from the date of receipt of the written notification and take them into account in the statement for the following month.

The Client understands and agrees, prior to the installation or use of any service, device, connection cable or application (eg remote security or control system) that is not specifically intended for use with terminal equipment provided by the Contractor or his contractual partner, to consult with the equipment manufacturers/providers of such services and the Contractor on the possibility of using such services/equipment. The Contractor is not liable for any damage caused by the use of equipment or devices that do not comply with applicable standards or are not intended for use in connection with the services provided by the Contractor or they are not previously certified by the Contractor as suitable for use. Also, in this case, the Contractor is not responsible for any malfunction or non-functioning of the services provided.

Article 24

The Client undertakes to:

- settle the obligations to the Contractor in a timely manner according to the issued invoices,
- keep track of his spending on service pages and notifications sent via email or published on websites,

- take care of the appropriate selection, protection and use of accessible passwords,
- prevent unauthorized interference with third parties via the network connection to the network,
- act with caution and refrain from interfering with the network that could cause the network to malfunction or impair its integrity,
- take care of the control and security of terminal and communication equipment on its premises,
- treat the equipment owned by the Contractor as a good manager,
- report a malfunction in the services to the contacts specified in the subscription contract.

Upon disconnection of the Client from the Contractor's network, the Client is obliged to settle all open due obligations under the subscription contract by the day of disconnection and also the costs of early termination of the contract if the contract was concluded for a certain minimum period.

Article 25

The development of organizational concepts and programs shall be carried out according to the type and scope of binding information, documentation and aids that the Client has left entirely to the Contractor. This includes test data that is relevant to the practice and testing options provided to a sufficient extent, in a timely manner and at the patient's own expense by the Client.

According to the first paragraph, the Client undertakes to provide unlimited access, suitably qualified (co) workers, devices, premises and test data at the Client's locations at the dates determined by the project managers. The Client shall carry out his participation at his own expense and shall participate in drawing up the functional specification. The Client provides the Contractor with Internet access to the supplied software, if this is necessary for the execution of the order. In addition, the Client himself or with the help of their coworkers, may perform parts of the services offered by the Contractor.

6. DURATION OF THE SUBSCRIPTION CONTRACT (DEADLINE AND RIGHTS)

Article 26

The subscription contract is concluded:

- for indefinite time
- for an indefinite period with a binding duration of 12/24/36 months

The Client or the Contractor may terminate the subscription relationship:

- by agreement,
- by written notice, which enters into force at the end of the month in which it is given, if it is given more than 10 days before the end of the month or at the end of the following month, if it is given less than 10 days before the end of the current month

Article 27

The Contractor shall endeavor to adhere to the agreed deadlines as far as possible when carrying out the project tasks. The set deadlines can be met only if the Client fully completes all the necessary work, submits the documentation, confirms the received functional specifications and fulfills its duty to cooperate. Each of the contracting parties may redefine deadlines due to unpredictable, unexpected events, e.g. force majeure, disputes with workers, natural disasters and outages/delays of customers' suppliers.

Article 28

The Client cannot cancel the subscription relationship during the term of the binding. If the Client nevertheless terminates the contract before the expiry of the term of the contract, he agrees that the Contractor shall charge a flat-rate compensation on the last monthly invoice for early termination of the subscription relationship in the amount of the subscription for all months until the end of the contract.

The Client and the Contractor may, by special agreement, determine different conditions for the termination of the subscription relationship.

Withdrawal from the subscription contract is given in writing and takes effect only on the day of payment of the contractual penalty, otherwise the withdrawal is invalid. If the Client causes damage greater than the contractual penalty by withdrawing from the contract, the Contractor has the right to demand the difference to full compensation.

In the event of termination of the subscription relationship, the Client must settle all obligations incurred by the Contractor up to the day of termination of the subscription relationship. All financial consequences resulting from the untimely notification of changes shall be borne by the Client.

Upon termination of the subscription contract, the Client is obliged to return to the Contractor all the equipment received at the time of concluding the subscription contract. If the Client fails to return the subject equipment to the Contractor within 15 days of the expiry of the contract, the Client undertakes to reimburse the full value of the unreturned equipment to the Contractor on the basis of the issued invoice.

Article 29

The Contractor has the right to suspend the performance of services which must be provided to the Client in accordance with the Contract Agreement and these General Terms and Conditions if the Client fails to pay its due obligations.

In the case referred to in the previous paragraph of this Article, the Client must be notified in advance of the intended termination of the performance of the services by the Contractor in writing and set a deadline of eight (8) days for the elimination of violations. If the Client does not eliminate the violations within the specified period, the Contractor has the right to suspend the Client's connection at any time after this period (and not necessarily immediately after the expiration of eight days from the warning). With the same notification, the Contractor shall also notify the Client of the consequences that arise if the Client does not eliminate the violations even after thirty (30) days from the day of the temporary exclusion. In this case, the Contractor may at any time after the expiry of this period (and not necessarily immediately after the expiration of thirty days from the warning) perform a permanent disconnection of the connection, thereby terminating the subscription contract.

Upon payment of overdue receivables, the Client must send a confirmation of payment to the Contractor by post, addressed to the Accounting Service, by fax or by e-mail. The Contractor will reactivate its services as soon as possible. The Client is not entitled to either a credit or compensation for the time that will elapse between the receipt of the payment receipt and the reactivation.

Article 30

In the event of a change of operator, the Contractor will deregister on behalf of the Client only for services for which the Client has authorized him in writing. The Contractor is obliged to unsubscribe no later than fourteen (14) days after the connection of its services. The Contractor shall not be liable for non-execution or untimely deregistration of services resulting from incorrectly or incompletely fulfilled

deregistration authorization or for errors caused by the previous operator.

Article 31

For all cases of transfer of the subscription relationship to a new legal or natural person (new client), the Client is obliged to inform the Contractor in writing, and the Contractor shall send the appropriate annex for signature to the Client. The Client must ensure that the annex is also signed by the transferee. If the annex is not fulfilled correctly and in full, the subscription relationship is not transferred or terminated, and all obligations and rights from it are still exercised and the Client who wanted to transfer the relationship is responsible for them.

The Client must also notify the user in the user subscription relationship in writing of his termination of the subscription contract.

7. PAYMENT FOR SERVICES

Article 32

The Contractor issues monthly invoices to its clients for the use of services. For prepaid relationships, the Contractor does not issue monthly invoices, but payment receipts.

Prices of services are set in the price list. Information on prices and services is available at the Contractor's headquarters, on the telephone number 08 228 0000 and on the website.

The subscription is charged and paid for the previous billing period. Unless otherwise agreed in the subscription contract, services are charged monthly. The subscription is charged from the start up to the last day of the billing period. The Contractor may also charge a subscription fee for the time when the Client is temporarily disconnected.

Article 33

The Client undertakes to pay the monthly and otherwise calculated amounts of payments for services under this contract on a regular and timely basis. The deadline for timely payment of services is fifteen (15) days after the issuance or it is listed on the Contractor's invoices for services rendered. The Client is also obliged to pay the costs of the reminder to the Contractor.

If the Client significantly exceeds the average monthly consumption during the billing period and if there is a suspicion that abuse has occurred, the Contractor will inform the Client.

In the event of its disagreement with the quantity and type of services charged to it, the Client has the option to send a written objection with an explanation to the Contractor's registered office within fifteen (15) days of receiving the invoice. If the Client does not lodge an objection within the given time limit for objecting to the issued invoice, the right to object shall cease.

Article 34

Basic and other (additional) services are charged for the previous billing period. The Contractor will issue the invoice collectively by groups of services.

If the Client does not receive an invoice within 15 days after the end of the billing period (calendar month), he must immediately notify the Contractor in writing, otherwise it is considered that he received the invoice on the 15th day of the month for the previous month.

Article 35

The software license is charged by the Contractor in accordance with the offer, and the service will be invoiced once a month. In the case of orders comprising several units or program modules, the Contractor may make partial deliveries or issue partial invoices. Unless otherwise agreed, invoices issued by the Contractor, including value added tax, but without any deduction or deduction of costs, must be paid no later than eight (8) days of receipt of the invoice. Partial invoices are analogously subject to the payment terms set out for the joint order. Adherence to the agreed payment deadlines is an essential condition for the Contractor to make deliveries or fulfill contracts.

Due to non-compliance with the agreed payments, the Contractor may stop the current works and withdraw from the contract within one week after the written warning. The Client must bear all the costs associated with this and the loss of profit. In the event that the Client is late in payment, the contractual default interest in the amount of statutory default interest shall be determined unanimously. If the Client does not comply with the terms of payment or the Contractor is aware of circumstances which, in its opinion, are appropriate to reduce the Client's creditworthiness, the Contractor may require advance payment for outstanding deliveries. Payments are made only by direct payment to the Contractor. If several receivables are open to the Client, the Client's payments are offset by the oldest receivable each time. The Contractor reserves the right to full payment for the goods, products and documentation intended for the Client as a user.

The prices stated in the offers for standard software modules are binding until the date "Valid until". Any price increases by the software manufacturer that occur after that date will be charged to the Client. At the request of the Client, the Contractor will submit the relevant documents (manufacturer's notice, current price list).

All prices are expressed in EUR without VAT, unless otherwise stated, and apply only to the individual order in question. The costs of the program holders and any fees related to the contract shall be charged separately.

Article 36

The prices of the services are stated in the price list attached to these General Terms and Conditions, posted on the website and at the registered office of the Contractor. The Contractor shall inform the Client of changes in prices in writing and/or by publishing them on the website.

8. COPYRIGHT, RELATED RIGHTS AND LICENSE TO USE

Article 37

When a Contractor includes his existing author's work (eg program code, photograph, image, film, text, logo, etc.) in the service provided to the Client or when he creates such author's work according to the Client's instructions and wishes, the Client receives only those material copyrights to such copyright work that are strictly necessary and to the extent and duration that are strictly necessary for the Client to use the services in accordance with its contractual purpose.

Without the express written consent of the Contractor, the Client is prohibited from encroaching on, copying or adapting copyrighted works and transferring the rights to these works to third parties. Additionally, the Client is not entitled to the source code of the programs that are part of the service.

Article 38

The Client does not acquire any copyright or related rights to the content offered to users by the Contractor. In the event that the Client uses the services through the software provided or in any way made available or at disposal by the Contractor, the Client has the right and duty to use this software in accordance with the licensed conditions as set out herein. In the event that an individual software has its own special license terms, the special license terms prevail over those set forth in these terms.

The Contractor and/or its licensor grants the Client/User a non-exclusive license to use the software and related documentation downloaded by the Client from the Contractor's website or supplied to the Client by the Contractor on a disk, any other removable medium itself or as part of other services, devices or equipment (hereinafter the product). The Client shall not copy or modify the product, except to the extent that the law does not allow the prohibition of such conduct. It may not reverse engineer, decompile, translate, disassemble or create derivative works from the product. The product may not be distributed, sold or sublicensed. The Client may not transfer the acquired license to a third party.

The Client is solely responsible for the secure storage of data and the production of appropriate data backups or for other protection against data loss.

The Client may revoke the license at any time by deleting the software and returning the product to the Contractor. The license to use the software and the Client's right to use the services terminate automatically and without notice by the Contractor if the Client violates any provision of the license. Unless expressly provided otherwise, the license automatically terminates in the event of termination of the subscription relationship in which the Client received the license, or if the Client loses the right to use the service in which he received the license.

The owners and holders of copyright and design rights, trademarks and other intellectual property rights on and in the product are the Contractor and/or its licensors. The delivery of the product and the granting of a license does not transfer to the Client any of the rights on the product mentioned in this point, but only the right to use the product in accordance with the provisions of the subject conditions. The product is delivered as is, without any warranties or special guarantees. The Contractor excludes, to the fullest extent permitted by law, any guarantees from the Contractor and/or Licensors to the Contractor, including guarantees that the product is free from defects, fit for sale, of satisfactory quality or suitable for a specific purpose.

The Contractor and/or its licensors shall not be liable for any legally recognized damages resulting from the Client's use of the services through or by using the Software as set forth in this subsection, except in cases where the damage is caused by gross negligence or intent of the Contractor.

9. CLAIMS

Article 39

Each subscriber or end-user has - following the procedure as defined below - the right to objection against the provision of services ie. the decision or conduct of the contractor. For the protection of personal data, the response to the objection lodged by the end-user is sent directly to the Client.

Any Client's complaint does not delay the payment of invoices for services in the undisputed part. If the Client has not been able to use the service continuously for more than forty-eight (48) hours in a single current month in the event of a justified complaint due to irregularities or deficiencies on the part of the Contractor, the monthly payment amount may be reduced proportionately, where the amount may not exceed the contractual amount of the monthly payment. Interruption or reduced availability of

services must be duly reported and recorded in the Contractor's error monitoring system. In the event of a justified complaint and a reduction in the monthly payment, the Contractor will reimburse the Client for the reduction of the appropriate part of the payment amount.

The Client may file an objection in writing by ordinary mail to the operator's address, with the annotation "For the complaint service", by e-mail to the address or orally by calling tel. no. 08 228 0000. In the case of an oral objection, the Client is obliged to explicitly state that he wishes to lodge an objection. If the Client does not draw the operator's attention to the importance of his call, the objection shall be deemed not to have been filed, and the Client's application shall be treated as a report of an error. The Client agrees that the Contractor shall forward his decision on the objection to the end-user to the e-mail address from which the objection was sent.

If the Contractor does not satisfy the Client's objection or does not decide on it within 15 days of its receipt, the Client may file a complaint to the Agency for Communication Networks and Services (AKOS), Stegne 7, Ljubljana. If the Client files an objection to AKOS, he must also send a copy of the complaint to the operator.

In the event of filing an objection or complaint, the Contractor undertakes not to disconnect the Client from the network or to cease providing services to him until the final conclusion of the procedure, if the Client settles the undisputed part of the invoice within the deadline and notifies the Contractor in writing on the day of filing the complaint with AKOS. The provisions of this paragraph do not apply to non-fulfillment of the subscription contract by the Client, which arises from obligations for which the Client has not filed an objection or it is, but the procedure has already been finalized.

The Contractor shall not be liable for the disconnection of the connection if the Client has not lodged an objection to the reminder prior to the disconnection. The same applies if the client settles the invoice, but states an incorrect reference and the payment is not posted.

Article 40

The Client or user is obliged to report the non-operation of services or an error in the operation of services immediately upon detection, to the contacts specified in the subscription contract.

The Client is entitled to the recognition of the credit for the charged services, if the Contractor finds that they have not been carried out in the complaint or contractual procedures.

If the Client's objection proves to be justified, the contractor will acknowledge the credit in the proportional part of the subscription for an individual non-functioning service or in the proportional part of the subscription for an individual disrupted service. The highest possible amount of credit for the period for which the Client objected means the credit of the entire subscription for the non-functioning service during this period. The Contractor shall not acknowledge the credit for telephone conversations and any other services rendered. The Client shall not be reimbursed for lost profits or damage that may have occurred as a result of non-operation or malfunction of the service, unless the malfunction was the result of intentional conduct by the Contractor.

If the Client does not object to the invoice ie. does not object within the specified period and does not report an error in the operation of services ie. failure to service at the time of its detection, he is not entitled to a credit for the services charged. The Contractor has the right to reject the invoice complaint ie. objection or reject it in accordance with the general conditions, whereas the operation or the disrupted operation of services is assessed on the basis of the Contractor's own technical data on the operation of the Client's line.

10. EMERGENCIES

Article 41

The Contractor undertakes to take appropriate technical and organizational measures to ensure that his activity is disturbed minimally in the event of a catastrophic network failure, in a state of war or emergency, and in the event of natural and other disasters. These measures must be coordinated by the Contractor with the authorities responsible for the security and defense system and the protection and rescue system. The Contractor shall implement these measures throughout the circumstances for which they were taken.

Operators providing a public telephone network must adapt their network to give priority to communications from certain network termination points over communications from other network termination points. In a state of war or emergency, in the event of natural and other disasters or in the event of a catastrophic network outage, the Contractor may enable the operation of network connection points with the advantage of limiting or interrupting the operation of other telephone connections.

IV. TEMPORARY EXCLUSION, TERMINATION OF CONTRACT AND SETTLEMENT OF DISPUTES

Article 42

The Contractor may suspend the connection of the Client if the Client:

- causes technical disturbances in the network,
- prevents or obstructs the normal work of other clients by its operation,
- tries to break the security systems of the network or any other system,
- tries to access data for which he is not authorized,
- violates the subscription contract, and the violation poses an immediate and serious threat to public order, public safety or public health or causes serious economic or operational difficulties, even without prior warning,
- uses the network beyond the scope agreed in the contract,
- does not settle its obligations from the subscription relationship even within eight (8) days after the issuance of the reminder,
- resells its services in the Contractor's network and, despite the warning, does not comply with the General Terms and Conditions of the Contractor, good business practices or applicable regulations,
- without the consent of the Contractor against payment of the Contractor's service offers the service to other users,
- does not report data changes according to xx. Article of these General Terms and Conditions and in other cases expressly provided for in the General Terms and Conditions in question.

In the event of minor violations referred to in the preceding paragraph, the Contractor shall request the Client in writing to cease the violations, and if the Client fails to do so within three (3) days, a temporary disconnection shall be made. In the event of serious breaches, the Contractor shall notify the Client of the breach by telephone, due to which it shall immediately disconnect its connection after the telephone notification and send a written notice on the same day. The connection shall be activated when the Client notifies the Contractor in writing that he has stopped the violations. The Contractor shall not be obliged to notify the Client of the suspension in advance if the breach poses an immediate and serious threat to public order, public safety or public health or causes serious economic or

operational problems. If, despite a warning or suspension, the Client commits infringements again, the Contractor has the right to terminate the contract, which will be performed within eight (8) days from the date of receipt of the notice by the Client. In the meantime, the Contractor has the right to temporarily disconnect the connection from the network.

In the event of temporary or permanent exclusion, the Client is not entitled to a refund of the monthly subscription or compensation for the damage that would be suffered by the exclusion.

Article 43

The Contractor may permanently disconnect the Client's connection and thereby withdraw from the subscription Contract without notice if:

- the Client repeats the violations referred to in the previous article of these General Terms and Conditions, despite a written warning or suspension,
- the Client within thirty (30) days after the suspension or at any time thereafter does not settle its obligations in a reminder,
- the Client fills in the contract with false or untrue information,
- the Client violates the provisions of these General Terms and Conditions, the subscription contract or applicable regulations,
- the Contractor ceases to provide the services provided to the Client in accordance with the Client's contract in the Client's area,
- personal bankruptcy, bankruptcy proceedings or compulsory settlement or liquidation proceedings or other insolvency proceedings have been initiated against the Client.

V. AMENDMENT OF THE CONTRACT AND GENERAL TERMS AND CONDITIONS

Article 44

The Contractor may, in accordance with the regulations and its business policy, accept or change these General Terms and Conditions. Changes to the conditions that affect the rights and obligations of the Client will be notified to the Client at least thirty (30) days before their entry into force. Changes will be posted on the Contractor's website. During this period, the Client may terminate the subscription contract in writing without a notice period and sanctions, if the change of conditions significantly interferes with the rights and obligations arising from the subscription relationship. If the Client does not terminate the contract or the individual service of the contract in writing within thirty (30) days from the date of publication of the change, it is considered that he agrees with the change.

Clients who do not agree to the changes withdraw from the subscription contract by sending a written statement to the address of the Contractor. The right to withdraw from the subscription contract does not interfere with nor does it affect the due and unpaid obligations of the Client and in its fulfillment of contractually agreed obligations.

Clients who have purchased or rented equipment at a subsidized price for a longer period of time may terminate the subscription relationship within 30 days and settle contractual obligations for the purchase or lease of subsidized equipment and at the same time immediately pay the full purchase or rent for the entire equipment rental period.

VI. PLACE OF ENFORCEMENT, LOCAL JURISDICTION OF THE COURT

Article 45

The contracting parties undertake to resolve any disagreements arising from the concluded subscription contract amicably. In the event that an amicable solution is not possible, the court of the Republic of Slovenia, namely the court in Ljubljana, is competent to decide the dispute. Unless otherwise agreed, only the rules of Slovenian contract law applicable to commercial contracts apply between the parties, even if the order is executed abroad. The application of the United Nations Convention on the International Sale of Goods is excluded.

VII. VALIDITY

The General Terms and Conditions are valid from 10.05.2017

VIII. GENERAL PROVISIONS OF SERVICES, PRODUCTS

A) CRM (standard software and project organization)

Article 46

As a rule, the basis for the order is a project task, which the Contractor creates for a fee, based on the documentation obtained from the Client. The Client is obliged to check the correctness and completeness of the project task and confirm it. Special arrangements are required for requests for changes and extensions to the order that may occur later. The requirements regarding changes and extensions of the contract decide on the agreed dates and justify the Contractor to charge the additional costs incurred on this basis separately. By signing the contract, The Client declares that he has examined the terms of reference which are the subject of the contract and that the products and services meet his requirements.

Regarding the software products it manufactures, the Contractor warns the Client that the implementation of the software in accordance with the user instructions of this equipment in the test environment and on the recommended hardware and system software will be in line with current good practice as the hardware and the same data set as in the test environment led to the same results.

Article 47

With the standard software, the Client acquires the right to use it for the needs of his business activity in accordance with the provisions of the respective manufacturer of standard software. The Contractor is responsible for ensuring that the transfer of the right of use to the Client for the needs of the Client's business activity is not opposed to the right of third parties. The order for the supply of standard software is executed after the Client has thoroughly acquainted himself with the set of functionalities of the ordered programs, and it is considered that the Client has confirmed that he has thoroughly acquainted himself with the set of functionalities before concluding the contract.

Article 48

In the case of third-party software or if third-party modules or operating systems are included in the

Contractor's software, the Contractor shall not be liable for the operation and/or failure of such equipment or modules or of errors resulting from such software. This type of equipment is subject to the warranty conditions and guarantees of the manufacturer of such software, and the Client may only claim against the manufacturer of such software.

Article 49

A project organization that corresponds to the size and complexity of the set tasks, as well as appropriate project management, are unconditional preconditions for the successful implementation of the information system. The scope and content of the Contractor's services in the field of project management are determined in the project documentation.

The Contractor will provide the services in close cooperation with the Client. The Client and the Contractor each appoint one project manager, who decides unanimously. If a joint decision is not possible, it is necessary to contact the project council, which consists of one member of the management of the Contractor and one of the Client. Both project managers together determine the following parameters:

- a) the frequency, duration and range of participants in the meetings
- b) the level of determining the details of project planning and project controlling
- c) rules for drawing up and approving the minutes.

The contracting parties undertake to ensure the continuity of the project, to the best of their ability. The Contractor has the right to subcontract the services. In this case, the contract is mainly performed by the Contractor, who is also fully responsible for it.

Article 50

Each subject part of individually designed software or adaptations of the programs shall be taken over by the Client no later than six weeks after delivery. The project manager determines the scope and terms of (sub)takeovers. The Client confirms the acceptance with the minutes (Report on successfully performed testing on the test data of the Client). If the Client allows the six-week deadline to expire without taking over the program, the delivered software is considered to have been downloaded with the expiration of the last day of the stated deadline.

In any case, the software is considered downloaded when the Client uses it in the production system. The Client must notify the Contractor of any errors ie deviations from the written functional specification that may occur and document them, and the Contractor must strive to eliminate the errors as soon as possible. If significant errors are reported in writing that prevent the software use in the production system, a takeover must be performed after the error has been rectified.

Article 51

As a rule, the Contractor will first install the programs on the development system, which is installed in his premises, make adjustments there and prepare the equipment for installation at the Client's. The production system and test system for the establishment, training and execution of test cases are installed on a dedicated server at the Client's premises. It is the Client's responsibility to perform thorough software testing on the test system.

Article 52

The Contractor shall eliminate the errors that are within his domain and that occur within the warranty period of six months after the start of operation of the production system, free of charge. Liability applies only to errors that are crucial and repeatable and are reported within three working days of

their occurrence. Upon a justified request, the errors will be eliminated within a reasonable time, whereby the Client will enable the Contractor to take all measures necessary to identify and eliminate the errors.

The Client must, at its own risk, take care of the insurance of programs and data related to installed software.

B) WEB HOSTING

Article 53

The Client fully understands and agrees to provide all standard ports listed in the Provider's Support Center for the use of web hosting and hosting-related Internet services when accessing the Internet.

Article 54

The following terms and abbreviations have the following meanings:

User interface: in the user interface, the Client has control and overview of the provided personal data, leased services from the provider, method of payment, executed and non-executed payments and quotations. Clients are also enabled to edit domains, view user notifications and access help through the email system.

Web hosting control panel: is designed to control and manage the leased server space.

Webmail: allows users to access electronic mailboxes hosted by us, via the provider's website.

Provider's website: The provider's website is the structure of all websites and subpages at hitrost.com.

Support center: instructions for using our services. The link is located on the provider's website.

Server, server system: computer or. multiple computers.

Web hosting: is shared hosting in which server capabilities are distributed among guest users on that server system.

VPS-hosting: is hosting on a virtual private server. As part of this, the Client has a certain part of the server system capacity at his disposal.

Article 55

The Contractor undertakes to take care of:

- smooth operation of server systems,
- efficient and timely updating of the server systems software for VPS hosting,
- informing the Client about important updates with news in the user interface,
- troubleshooting in the shortest possible time.

Due to the nature of the service and the nature of the Internet, the Contractor cannot guarantee that the services will always be available.

The Contractor is not responsible for:

- the correctness of the data that anyone sends to or from the server,
- any lost or damaged data on the server,
- direct or indirect damage caused by the use of our services,
- loss of data, interruptions in the operation of services and any loss of data caused by the fault of a third party, service provider, its customers or employees.

The Contractor denies any liability for damage (but not limited to):

- caused by the failure of the operation of server system services,

- caused by an increase in response time,
- caused by non-transmission or incorrect data transmission,
- caused by unauthorized interference,
- caused by any (hacker) attack,
- caused by an unreceived and/or unsent e-mail or an e-mail server error,
- caused by natural and higher factors.

Article 56

The Client fully understands and agrees not to transfer the following content or links to the leased server space:

- content that is illegal, violent, defamatory, obscene or in any way controversial,
- content containing viruses or hostile computer programs, warez, etc.,
- content intended for criminal offenses or trademark associations, patents and copyrights, or other intellectual property.

The Client fully understands and agrees:

- that, if the replacement of the server is required, he shall transfer the content in full to another server and recover all settings related to the VPS hosting account and at his own expense,
- to take full care of his own data backup,
- that he is fully responsible for the content on the leased server space,
- to be prevented from further use of VPS hosting if he exceeds the leased data transfer or exceeds the leased server space,
- that he must take full responsibility for the regular updating and security of all installed programs and/or scripts on VPS hosting (the Contractor can provide the Client with paid technical advice and administration of a virtual private server),
- to pay for any damage caused and the consequent additional costs in full within the deadline of 14 days from the occurrence,
- that the Contractor will periodically manually or programmatically partially or completely without prior notifications review part or all of the Client's content transferred to the leased server space, which will further contribute to the security of server systems (search for inappropriate programs, scripts, injections of malicious PHP code into the client's existing PHP code, etc.).

Article 57

The Contractor considers the following actions to be an abuse of the server systems, but not limited to:

- irresponsible over-utilization of server system capacity (server processors, memory, bandwidth, and/or disk array),
- unscheduled mass mailing using own scripts and/or intrusions/holes in the Client's software,
- sending e-mails to random e-mail addresses (spam),
- installing and running programs that remain in the server's working memory system,
- the Client fully understands and agrees that the Contractor may temporarily or completely disable access to (but not limited to) server systems without notice to a specific IP address and/or set of IP addresses and/or by country:
 - if they overuse server capacity,
 - if they pose a threat or potential threat.

C) DOMAIN

Article 58

The Client undertakes to provide all necessary information for registration, transfer and/or renewal of the domain.

Article 59

The Client fully understands and agrees:

- to inquire and accept all rules applicable to each domain extension which he wishes to register, transfer and/or renew,
- that in the event of a domain transfer between the Contractor's business partners or the expiration of the leased registration period, the Contractor may temporarily or partially change the contact details for certain domain extensions,
- that in the event of a challenge to the registration or pre-order of a domain name by a third party, he shall be subject to the regulations set out in the Rules on Disputes adopted by the relevant registry,
- that, in the event of a dispute over the domain name with any third party, the Contractor shall be insured and considered harmless in accordance
- that the Contractor cannot guarantee that the Client will obtain the registration of the desired domain name, though the query currently indicates that the desired domain name is still available,
- that he can order the transfer of the domain only if he is the owner of the domain, has access to the administrative e-mail address and authorization key/EPP code (only for certain domain extensions) and the domain is registered for at least another five days,
- that when the Contractor issues an invoice for the received transfer for domain renewal, he shall check within three (3) days whether it has been successfully renewed for the agreed period, otherwise he shall immediately notify the Contractor.

This agreement shall remain in force for the time of registration of the domain name chosen by the Client, recorded and paid upon registration or renewal in this regard. If the domain name is transferred to another registrar, the terms of this agreement will be automatically terminated.

Article 60

The duration of the leased services is specified in the user interface. After the expiration of the leased period, the Contractor shall send the quotation to the e-mail address specified in the user interface at least ten days before the expiry, and/or less often by regular mail.

The domain must be renewed before it expires (currently leased period). Otherwise, the domain in question gets "quarantined" status and additional costs may be incurred for recovery.

Article 61

The Client fully understands and agrees that before requesting support, he shall look for the answer in the support center, published on the website of the provider - the Contractor. The Contractor does not provide free technical advice and administration of a virtual private server.

The Client is obliged to protect his passwords and other confidential data relating to his user account, as well as the Contractor in the event of unauthorized or alleged interference with his user account, which includes theft and loss of data and change of password and other security information, and shall notify the Contractor immediately or no later than twenty-four hours.

Article 62

The Contractor's guarantees

The Contractor undertakes to provide all available and reasonable technical and organizational conditions that will enable the use of the services and undertakes to perform the services under contract as a good professional. If the product or service does not work as guaranteed in the contract, the Client is entitled only to a refund of the subscription fee paid for the use of the product or service at a time when the product or service did not work as provided, but no more than in the amount of the subscription paid by the Client in the period of 12 months immediately before the date of the request.

In the event that the cause of improper operation of the product or service is misuse, improper use or unauthorized use of the product by the Client, regardless of the above, the Contractor shall not give any guarantee regarding the operation of the product and is not obliged to return the subscription fee paid by the Client to use the product or service. In no event shall the Contractor be liable for any information that the Client using the product has not sent to the Contractor.

The Client is obliged to check all notifications about the implementation of the service and make sure that the desired files have really been submitted.

Except for the express obligations and warranties provided by the Contractor under the Subscription Agreement or these Terms, the Contractor shall make no other warranties or obligations with respect to the Product and Service which is the subject of the Contract.

The Client is responsible for all possible consequences of the use of the product, except in cases and to the extent expressly provided by the subscription contract. The Contractor is not responsible for any direct or indirect or consequential losses, damage caused, whether ordinary or in the form of lost profits, costs or expenses of any kind and incurred in any way, whether arising from this contract or otherwise, including (without limitation) loss of production, loss or damage to data, loss of profits, loss of time and impairment or loss of reputation or goodwill, even if the Contractor has been informed of such options.

By signing the contract, the Client expressly declares that it waives any claims against the Contractor in the cases provided for in the previous paragraph in the amount exceeding the subscription fee paid by the Client for the use of the product in the 12 months immediately before the date of the claim. In all other cases, which may not be covered in the previous paragraph, the Contractor's total liability, whether contractual or non-contractual liability, under the contract or in connection with the contract may not exceed the subscription fee paid by the Client for use of the Product over a period of 12 months just before the date of the claim.

The Client expressly declares that it agrees that the Contractor, except in the cases and under the conditions expressly stated in the previous paragraphs of the contract, shall not assume any responsibility for any additional damage caused to the Client in any way which is in any way related to the contract. The parties agree that the risk allocation covered by this point is reflected in the price paid for the service and that this is also due to the fact that the Contractor can in no way control in what way and for what purpose the Client will use the service.

According to the law, the Contractor is responsible for the secure storage of his data and cannot transfer this responsibility to another person. The Contractor ensures that it uses data centers in Slovenia and Switzerland for the needs of providing the service. Data centers shall meet at least the

following specifications:

- video camera surveillance
- alarm system
- access control with prior verification
- uninterruptible power supply with additional electricity generators in case of prolonged power failure
- temperature and humidity control
- fire-fighting system for early warning and extinguishing with the help of gases.

Article 63

Obligations of the Client:

- defining, regularly monitoring and securely storing usernames and passwords for the product use,
- secure storage of the Encryption Key created when the product is first installed. Data cannot be accessed without the encryption key. The Contractor recommends storing the encryption key in several physically separate locations;
- setting, regularly monitoring and securely storing the password for access to the encryption key (Encryption password);
- determining, regularly checking and monitoring service and product settings;
- regular monitoring of reports on the implementation of the service and taking appropriate action if necessary.

Article 64

Data ownership

The data kept by the Contractor on the basis of the subscription contract are the property of the Client or the Client is obliged to have the explicit authorization or permission to provide data to the Contractor on behalf of another and without violating any law, regulation, contract, agreement or rights of any third party.

The Contractor does not have access to the contents of the transferred data using the service, as all data before encryption to the Contractor are encrypted using an algorithm that the Contractor cannot recover in any practical way without a password, and only the Client has.

In no case shall the Contractor attempt to process the data provided to him under the subscription contract other than the storage and restoration of the encrypted data. If the Client loses the password received at the time of signing this contract or the encryption key, this necessarily results in the irretrievable loss of all stored Client data, as there is no way to restore such data, and in case of such data loss, the Client bears full responsibility for the damage that would result from such a loss.