

SPECIAL TERMS OF USE FOR BetrSign® SERVICES

General provisions

1. Special Terms of Use (hereinafter referred to as the STU) of the BetrSign® services define the rights and obligations of DATALAB SI d.o.o., Hajdrihova ulica 28c, 1000 Ljubljana, tax number: SI 99654717, as the Provider of BetrSign® services, and the manner and conditions of use thereof.
2. The Client uses the Datalab PANTHEON™ software suite (hereinafter referred to as the Application) and will use the services specified in the STU exclusively with respect to the Application.
3. Client is the legal entity, the holder of the Application, who concludes a valid Subscription Agreement with the Provider for the use of the service under the STU.
4. Contractor is a legal entity with whom the Provider has a contractual relationship for the provision of BetrSign® services.
5. Representative User is a natural person or an authorized computer user of the Client who manages BetrSign®. The Representative User is hereby defined as the primary contact person of the Client, whom the Provider shall notify of all matters arising from the STU via the email address provided by the Representative User.
6. By placing an order for the BetrSign® service in PANTHEON or on the Datalab UserSite and confirming that they are familiar with the STU, the Representative User concludes a Subscription Agreement under the STU.
7. The terms of use for BetrSign® are a valid and paid Upgrade Contract and activated eDocumentation service.
8. BetrSign® is a collection of cloud services for managing digital transactions, i.e. for: creating and managing electronic identities, authenticating users, managing electronic signature workflows, reading digital certificates, electronic signing (of documents), exchange (of electronic documents), and electronic storage of completed documentary material, i.e., completed electronically signed documents with business content in accordance with the Regulation on electronic identification and trust services for electronic transactions in the internal market (Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014, hereinafter: eIDAS) and applicable national legislation in the contracting authority's country in the field of electronic signing, electronic signing, and storage of documents in electronic form.

These services are provided by the Contractor. The Contractor has its own terms of use for BetrSign services, which are published on the website: <https://www.betrsign.com/si/pogoji-uporabe#splosni-pogoji-uporabe-zanarocnike> (hereinafter: Contractor's Terms of Use). By accepting the STU, the Client also explicitly agrees with the Contractor's terms of use and confirms that they are familiar with them.

9. The BetrSign® service is an additional paid service that is billed to the Client in accordance with the Provider's valid price list, published on the Provider's website <https://www.datalab.si/cenik-dodatnih-storitev/>.
10. The Representative User manages the BetrSign® service on behalf of the Client in accordance with the instructions of the Provider and the Contractor. The method of using BetrSign® is described in the instructions for the use of the Application and is not part of the STU.
11. Subscription Agreement is the relationship between the Provider and the Client for the use of the services under the STU, which is concluded for an indefinite period of time, commencing upon activation of the service.

Obligations and Rights of the Provider

12. The Provider's obligation is to provide the BetrSign® service, which enables electronic signing of documents, in accordance with the selected package and the terms of use set out in the STU.
13. The Provider guarantees the availability of the service provided that the Client has activated the eDocumentation service and that all financial liabilities owed to the Provider have been fulfilled in a timely manner.
14. The Provider performs the services under the STU professionally, expertly, in accordance with technological standards and in accordance with relevant legislation. Data processing is carried out in accordance with the provisions of the Personal Data Protection Act and the Personal Data Protection Policy published on the Provider's website.

15. The Provider shall provide the Client a confirmation of the order in accordance with the selected BetrSign® service package, which must contain the exact amount and specification of the services included in the package and the STU. After the Client signs the STU, the Provider shall activate the BetrSign® service.
16. The Provider bills for the services provided in accordance with the valid price list published on the Provider's website <https://www.datalab.si/cenik-dodatnih-storitev/>.
17. The Provider reserves the right to check the appropriateness of content (political content, adult content, and all content that is prohibited or restricted by law) for which the BetrSign service will be used by the Client and to approve or reject the use of the service for inappropriate and legally prohibited content.
18. The Provider reserves the right to change the functional or technical parameters of the BetrSign® service for technological, legal, or economic reasons. If there is a possibility that functional or technical changes to the parameters could affect the Client's ability to use the BetrSign® service (e.g., changes in integration), the Provider shall notify the Client at least 20 days before the change is implemented. This notification does not apply to interruptions in service during scheduled maintenance and system upgrades.
19. The Provider reserves the right to terminate BetrSign® services for technical, legal, or economic reasons. The Provider shall notify the Client of the termination of BetrSign® services, which are subject to these terms of use, at least 60 days prior to termination, and this period shall not apply in cases of violation of these terms of use by the Client. The Provider is not liable to compensate for any costs that may arise from the change or termination of services. The Provider may also terminate the service in other cases specified in the STU.

Obligations of the Client

20. The Client must use the Application from the version published in the user manual for the BetrSign® service and have the appropriate PANTHEON settings for the implementation of eDocumentation services, which is a condition for the use of services under the STU.
21. To use BetrSign® services, an authorized user needs: an email address, a mobile phone number (in the case of remote signing), a personal computer or mobile device (mobile phone, tablet, etc.) with Internet access, a dedicated signature device (in the case of a handwritten signature), manufacturer-supported versions of web browsers and operating systems, and a BetrSign® eID electronic identity (in the case of remote signing).
22. The Client shall settle all liabilities arising from the BetrSign® service within the specified period.
23. The Client monitors and manages the use of the BetrSign® service via the Application and manages the rights (adding and revoking them) of users to access and use the BetrSign® service.
24. The Client shall install the version of the Application that supports the BetrSign® service. In the event of technical changes to either the Application or the Subscription Agreement, the Client shall install the Application update that addresses the relevant changes. The Client shall also provide all necessary infrastructure, including a computer and an appropriate connection, and perform all other necessary activities (including, but not limited to: upgrades, patches, updates, maintenance packages, and servicing) that will enable the uninterrupted provision of services under these special terms of use.
25. The Client must provide all data, information, and resources necessary to connect the Client's business applications to the BetrSign® service as soon as possible after the Provider's request. If the Client fails to fulfill its obligations in a timely manner or unreasonably rejects the Provider's requests, the Provider shall not be liable for any delay or failure to fulfill its obligations arising therefrom. In the event that the Client's delay affects the execution deadlines, the Provider reserves the right to adjust the price of the services accordingly.
26. When registering and logging into BetrSign® services, the Client shall provide true, accurate, and complete information. In the event of incomplete, incorrect, or false information, the Provider shall have the right to refuse registration, and the Client shall be liable for any damage caused thereby. The Client must notify the Provider of any changes to the information within five (5) days of the change occurring.

27. The Client or user shall use the BetrSign® service in accordance with the STU, relevant legislation, and instructions for use.
28. The Client is fully responsible for all content that it uploads, imports, or creates using the services or software (hereinafter: *Client's Content*). Client's Content means any text, information, or material, including electronic documents, images, and other records, that the Client enters into the services. The Client shall not upload, transmit or otherwise make available any illegal, offensive or other content that is contrary to applicable law, the rights of third parties or the provisions of these special terms of use. In the event of a violation, the Provider reserves the right to restrict or disable access to individual content, services or software, and to delete content that violates the STU. The Provider does not inspect the customer's content, but may use technical means or procedures to detect false information, illegal or other unauthorized content.
29. The Client must provide the services and assistance of its personnel in a timely manner, which are necessary for the fulfillment of the obligations specified in these special terms of use, in particular the provision of specific information necessary for the performance of services (e.g., technical requirements, plans, etc.), the cooperation of the Client's management when necessary to fulfill the obligations and other obligations specified in these special terms of use or specifically required for the smooth performance of the services.
30. Upon acceptance of these special terms of use or upon establishing a connection with the BetrSign® service, the Client shall obtain access to the services for its authorized users, whereby it shall ensure and accept full responsibility that they are authorized and fully familiar with the content of the STU.
31. The Client must immediately notify the Provider's technical support if they detect unauthorized access or suspected misuse of their BetrSign® services user account.
32. The Client shall not use the service or software in a manner that would constitute an infringement of intellectual property rights. In particular, the Client shall not:
 - Distribute, reproduce, rent, or sell the services or software, whether for a fee or free of charge.
 - Perform or enable any modification, adaptation, arrangement, or any other alteration of the software.
 - Interfere with the source code or perform reverse engineering.
 - Translate or modify the software into other forms.
 - Use the service for any commercial purpose that is not expressly permitted by the STU.
33. The Client shall not misuse the software, services, or content provided by the Provider. The Client expressly warrants that they:
 - will not misuse or attempt to misuse the BetrSign® service,
 - will not perform or attempt to perform unauthorized access to BetrSign® services,
 - will not use or attempt to use BetrSign® services in an unauthorized and/or harmful manner to third parties,
 - have all the necessary permits and consents to use BetrSign® services in accordance with the STU, otherwise the Client shall be liable to the Provider for all damages caused,
 - will operate in accordance with the STU and instructions for use,
 - will immediately notify the Provider of any unauthorized use, suspected unauthorized use, or possibility of unauthorized use of BetrSign® services,
 - will not misuse the server infrastructure or application programming interface (API) of BetrSign® services,
 - will not violate applicable law,
 - will not enable or allow third parties to use the software or service with their user account,
 - will act with due care when using the service, and must immediately notify the Provider of any detected security incidents, possible violations of the STU by authorized users, or potential serious risks of their occurrence.
34. In the event of a breach of the STU by the Client, the Provider shall be entitled to compensation for all damages incurred as a result of the breach.

Set of risks and measures for their management

35. By using the BetrSign® service, the Client accepts that there are certain risks that may result in the legal validity or evidential value of electronically signed documents not being recognized. Such risks include, in particular:
- Unauthorized signing of documents on behalf of the signatory by third parties.
 - Denial of a correctly executed signature by the signatory.
 - Tampering with documents or unauthorized content during the signing process.
 - Forgery of the signatory's digitized handwritten signature.
 - Misuse of the application or unauthorized access to the BetrSign® service.
36. To eliminate or reduce the aforementioned risks, the Client is required to implement the following measures:
- Ensure adequate training of service users.
 - Provide access to all necessary user documentation.
 - Ensure that authorized users act fairly and in accordance with the Client's security policy (e.g., internal instructions).
 - Establish a system for recording all accesses and actions by authorized users.
 - Ensure multi-level authentication of authorized users (username and password, digital certificate, or other secure method).
 - Adequately protect data and electronic identification means.
 - Ensure the identification of signatories when signing at the place of signature.
 - In the case of remote signing, ensure reliable identification and registration of end users and appropriate management of electronic identification means.
 - Allow signatories to view the content of the document before signing.
37. Before commencing use of the BetrSign® service, authorized users must be appropriately trained and familiarized with the STU, the Provider's Terms of Use, and the instructions for use. Authorized users must store their access data in a secure location or in a secure manner so that no other person can access or use it.

Support

38. The end user is aware that support for the BetrSign® service is provided by the Provider and the Contractor at several levels. The Provider provides the first level of support, which includes receiving and initially handling reported events and all communication with the Client. The second and third levels of support are provided by the Contractor, which performs in-depth technical analysis and troubleshooting based on the data received from the Provider.
39. Support is billed in accordance with the Provider's valid price list, which is published on the website: <https://www.datalab.si/cenik-storitev-in-podpore/>.

Termination of service

40. The Client and the Provider have the right to withdraw from this subscription agreement at any time without cause, with one (1) month's notice, which shall commence on the first day of the month following receipt of written notice of termination.
41. In the event of termination of the License Agreement for the Datalab PANTHEON Software Suite, the Upgrade Contract for the Datalab PANTHEON Software Suite, or the Special Terms of Use for the Use of the Datalab PANTHEON Application in the Cloud environment for any reason, the services under the STU shall also automatically terminate.
42. Since the term for using the BetrSign service is that the eDocumentation service is activated, the provisions of the Special Terms of Use for the Use of eDocumentation Services – Local Licenses or the provisions of the Special Terms of Use for the Use of eDocumentation Services – Cloud shall apply mutatis mutandis to the termination of the BetrSign service.
43. The Provider may temporarily disable the Client's use of paid services under the Subscription Agreement also in the event that the Client fails to comply with the provisions of the Subscription Agreement and/or the provisions of the STU.

44. In the event that the Client breaches any obligation relating to the use of the Application or any obligation under the STU, the Provider shall be entitled to terminate the provision of the service covered by this Agreement without prior notice and to terminate the Agreement without notice.
45. The Provider reserves the right to immediately terminate or disable access to the service even if the service was activated for the Client without prior consent to these Special Terms of Use. If the Client does not give their consent within the period specified by the Provider, the Provider is entitled to temporarily suspend or completely disconnect the service until the appropriately signed STU are received.
46. The Client agrees and accepts that the Provider has the right to refuse or cancel any service under the Subscription Agreement at its own discretion, without prior notice and for any reason. The Client further agrees and accepts that the Provider may independently and without explanation decide not to allow the use of the service or may disable it at any time. Any cancellation of the service for the Client may result in the termination of this agreement without notice by the Provider.
47. Termination or temporary cancellation does not affect the Client's obligation to settle all BetrSign service liabilities up to the date of service termination. If the service is temporarily cancelled due to a breach of obligations by the Client, the service will still be billed for the entire period of the temporary cancellation.

Exclusion of liability

48. The Provider, subject to the minimum legal limitations of liability, shall not be liable for any type of damage suffered by the Client, Representative User, or any third party due to the malfunction, the inability to use the services of the Subscription Agreement or any changes or adjustments to the service, including related additional services, made by the Client or a third party either on the basis of a contract with the Provider or without justification. For the avoidance of doubt, the types of damage referred to in the previous paragraph include, but are not limited to: reduction of assets (ordinary damage), prevention of asset growth (lost profits), causing physical or mental pain or fear, and damage to the reputation of a legal entity (non-pecuniary damage). In the event of the Provider's liability for damage in connection with the provision of services, the total amount of compensation is limited to the amount of the monthly bill for the BetrSign® service for the Client.
49. For the avoidance of doubt, the Provider disclaims any warranty and does not guarantee that:
 - The services or software will meet the Client's requirements.
 - The services will be constantly available.
 - The services will ensure uninterrupted operations.
 - The services will be timely, secure, and error-free.
 - The results obtained from using the services or software will be effective, accurate, or reliable.
 - The quality of services or software will meet the Client's expectations.
 - Any errors or faults in the services or software will be corrected.
50. For the avoidance of doubt, the Provider shall not be liable for any disruptions or interruptions in the telecommunications network, any mobile network outages, errors arising during the transmission of data via telecommunications networks, for the inability to access the services for reasons beyond the Provider's control (including maintenance, upgrades, or other necessary work on the system), or for the failure of the services due to force majeure or causes beyond the Provider's control.
51. For the avoidance of doubt, the Provider does not provide any warranty and shall not be liable for any claim arising from:
 - Use of the services contrary to the provisions of the terms of use or the purpose of use of the services.
 - Changes to the services made by anyone other than the Provider, unless the Provider has expressly permitted the changes.
 - Damage caused by improper or negligent use of services.
 - Damages due to loss of data at the Client's premises.
 - Use of the Services in combination with any system or software that the Provider has not authorized or has prohibited.
 - Content that the Client or a third party publishes/uploads to the service.
52. The Provider shall not be liable for any damage incurred by the Client, Representative User or any third party due to force majeure or changes in legislation, compliance with the decision of any competent authority or other reasons that the Provider could not have foreseen, remedied or avoided.

53. For the avoidance of doubt, the Provider shall in no event be liable for or guarantee the integrity and authenticity of electronically signed documents or transactions, or the legal validity of electronic signatures in the event of misuse of the electronic signature tools that are part of the BetrSign® service or misuse of the service by the Client, User, or a third party. The Provider shall also in no case be liable for or guarantee the integrity and authenticity of electronically signed documents or transactions, or the legal validity of electronic signatures in the event of use of the BetrSign® service in violation of the STU and instructions for use.
54. For the avoidance of doubt, the Provider shall not be liable for the operation of any software or hardware owned by the Client or a third party. Nor shall it be liable for the inadequacy, performance, or incompatibility of the BetrSign® service if the Client changes the hardware or software configuration or equipment, changes or modifies the source code, does not have access to the Internet, or acts in a manner that affects the operation of the BetrSign® service without the prior written consent of the Provider.
55. The Client of services under the Subscription Agreement is not entitled to compensation for any damage in the event of a temporary or permanent announced termination of services. Likewise, the Client shall not be entitled to compensation for any damages in the event that the Provider terminates the Subscription Agreement due to the Client's fault.

Data collection and protection

56. The Provider and its potential subcontractors have established and documented an information security management system. The operation of the information security management system is based on a risk assessment, which forms the basis for the selection of appropriate security measures and controls. All procedures for the procurement, development, and maintenance of information technology are managed by the Provider in accordance with national and international standards.
57. The Provider shall process sensitive data to which it has access due to the provision of electronic services under the Subscription Agreement in accordance with the Personal Data Protection Act. Sensitive data includes all exchanged Documents and all other information or documents that the Client expressly designates as such or that are designated as such by applicable regulations.
58. The Provider shall perform all services professionally and correctly in accordance with the legislation governing the protection of trade secrets.
59. In order to verify the authenticity of the data provided during registration and/or subsequently modified, the Provider may verify the accuracy of such data with any authority, institution, employer, bank, or other personal data controller.
60. The Provider may collect and process non-sensitive data relating to the operation of the Subscription Agreement service without restriction and may use it to monitor, measure, or improve the operation of the service or for other business purposes.
61. The Provider may use anonymized and/or aggregated non-sensitive data concerning the operation of the Subscription Agreement service for its own analyses of the operation of these services and may publish and/or disclose them to third parties.

Final provisions

62. The Client shall immediately, and no later than within 5 days, notify any changes to their data relating to the services under the Subscription Agreement. The Client shall submit documents showing the changed data or conditions. Until notification is received, the Client's existing data shall be deemed accurate and complete. In the event of late notification, all consequences of late notification shall be borne by the Client. If the Client fails to notify the Provider of changes to their data and the Provider discovers such changes by other means, the Provider may immediately terminate the Subscription Agreement.
63. The Provider may change the STU, the offer, the billing method, and the prices of services at any time in accordance with applicable regulations. The Provider shall notify Clients of all additions and changes at least fifteen (15) days before they take effect by publishing them or notifying the Client. The Client shall be deemed to have agreed to the changes and amendments if they continue to use the services after their publication.

64. By accepting the STU, the Client expressly confirms and declares that they are familiar with the current terms of use of the BetrSign® service Provider, which are publicly available on the website: https://www.betrsign.com/sl/pogoji-uporabe#_general-terms-of-use-for-subscribers and that they are fully bound by these terms of use.
65. The Provider and the Client agree not to challenge the legal effect, admissibility, validity, or enforceability of the STU (including, but not limited to, any modification or amendment to the STU) if a) an electronic signature or electronic record (including PDF scan, etc.), b) the electronic signature was stored exclusively in electronic form or communicated in electronic form.
66. All disputes between the parties of the Subscription Agreement shall be resolved by mutual agreement. If this is not possible, the court in Ljubljana shall have jurisdiction to resolve disputes, and the law of the Republic of Slovenia shall apply.
67. The STU are valid from 1 July 2025 and shall be published on the Provider's website.