SPECIAL TERMS OF USE FOR eDOCUMENTATION SERVICES – Cloud

General provisions

1. The Special Terms and Conditions for the use of the eDocumentation services(hereinafter referred to as the STU) define the rights and obligations of DATALAB SI d.o.o., Hajdrihova ulica 28c, 1000 Ljubljana, tax number: SI 99654717, as the eDocumentation Provider, and the manner and conditions of use thereof.

2. The Provider of the Datalab PANTHEON™ software suite (hereinafter referred to as the Application) is Datalab SI d.o.o., Hajdrihova ulica 28c, 1000 Ljubljana, tax number: SI 99654717.

3. Operator is a legal person with which the Client concludes a PANTHEON Service Contract.

4. Client is a legal person who has concluded a valid contract with the Operator for the use of the Application, uses the Application, and will use the services from the STU exclusively in connection with the Application.

5. Representative User is a natural person or an authorized computer user of the Client who manages the eDocumentation. At the same time, the Representative User is designated by the STU as the primary contact person of the Client to be informed by the Provider on all matters arising from the STU, via the e-mail address entered by the Representative User.

6. eDocumentation is a warehouse of all appropriately stored documents, used in the company from the Application, which the Representative User does not want to lose and is an additional billable service.

   The Representative User operates the eDocumentation in the Client's name in accordance with the Provider's instructions and has accepted the terms and conditions of use thereof. The manner of use of the Documentation is described in the Application's user manual and is not part of the STU.

7. The use of the services referred to in the STU is charged to the Client in accordance with the price list for the service in force at the relevant time.

8. By accepting the STU, the Client declares to accept the version of the STU in force at any time, as published on the Provider's website.

9. Subscription Agreement is the agreement between the Provider and the Client for the use of services under the STU. The Subscription Agreement is concluded for an indefinite period, as specified in the Client's package. If the PANTHEON Service Agreement is terminated, the Subscription Relationship under the STU shall also be terminated.

10. The Client shall be billed for the assigned package and use of the eDocumentation service in accordance with the valid price list.

11. The change of package will be communicated to the Client at the first subsequent invoice.

12. For eDocumentation services, the amount of the selected package is linked to the amount of space consumed by the service Client referred to in the STU and, in this sense, the number of individual databases does not affect the price of the package.

Obligations of the Provider

13. The Provider shall provide eDocumentation services and securely store eDocuments for the duration of the subscription agreement.

14. The Provider shall make the eDocumentation accessible whenever the Client requests during the term of the Subscription Agreement, provided that the Client has not deleted the eDocumentation in question on its own.

15. For the duration of the subscription agreement, the Provider shall ensure the secure and reliable storage of eDocumentation data on its disk space as part of the service. When the Provider receives eDocumentation from the Application via a secure (https) protocol, the Provider stores it in a designated disk space, which is backed up daily to this disk subsystem, and the backups are stored for 24 hours. The Provider does not offer versioned storage of backups of this disk subsystem – the file (backup) will replace the previous backup so that the previous backups can no longer be restored.

16. The Provider ensures local storage of eDocumentation in most countries, especially if the country is subject to a prohibition on the export of personal data. The Provider keeps an overview of the storage locations up-to-date on its website at www.datalab.si.

17. The Provider provides electronic services under the STU in accordance with the provisions of the Electronic Business and Electronic Signature Act, the Personal Data Protection Act, and the Personal Data Protection Policy published on the Provider's website.

18. The Provider shall provide the electronic services in accordance with the STU as a good professional.

19. The Provider shall bill the Client for services provided under the Subscription Agreement The Provider bills for services provided in accordance with the valid price list, whereby the billing period is linked to the Subscription Agreement and the valid price list.

20. The Provider reserves the right to change individual parameters of theSTU or to terminate individual or all electronic services arising from the Subscription Agreement for technological, legal, or economic reasons, whereby the Provider shall notify the Client thereof at least thirty (30) days in advance.

Obligations of the Client

21. The Client shall install a version of the Application that supports eDocumentation. In the event of technical changes to either the Application or the service of the Subscription Agreement, the Client shall install an update to the Application that addresses the relevant changes. The Client shall also provide all necessary infrastructure, including a computer and appropriate connection, and perform all other necessary activities (including, but not limited to: upgrades, bug fixes, updates, maintenance packages, and servicing) that will enable the uninterrupted provision of services under the STU.

22. The Client is solely responsible for establishing security policies regarding the eDocumentation, such as the retention period of the eDocuments and the procedure of deleting the eDocuments from Provider's archives.

23. The Client is solely responsible for managing the eDocumentation and the data space it occupies.

24. Within the classification plan in the Application, the Client determines which types of eDocuments the Client wants to store in the eDocumentation.

25. The Client uses the Application to review and manage the storage space where eDocumentation is stored, review and manage eDocumentation, and manage rights (adding and revoking) for the Representative User.

26. The Representative User who first registers for the Client acquires the role of administrator, who may authorize other Representative Users to use the electronic services arising from the Client's electronic services in order to use them on the Client's behalf and on the Client's account, whereby the administrator may delegate the administrator's authority to another
Representative User.

27. The Client shall settle the liabilities arising from the Subscription Agreement, which are charged by the Provider, within the time period specified on the invoice. In the event of late payment, the Provider may charge the Client statutory interest on late payment.

Termination of services

28. The Client who has settled all due liabilities to the Provider may terminate the subscription agreement by a written notice to the other party with a one (1) month notice period, which shall commence on the first day of the month following the delivery of the notice to the Provider. The change shall be taken into account on the first subsequent service invoice.

29. Upon termination of the subscription agreement, the Client shall send a request for the transfer of documents to pomoc@datalab.si no later than the end of the notice period.

30. The Provider may temporarily disable the Client's use of paid electronic services under the Subscription Agreement in the following cases:

    a. If the Client fails to comply with the provisions of the Subscription Agreement and/or the provisions of the STU.

    b. If the Client fails to settle their liabilities arising from the eDocumentation services and/or the PANTHEON Service Agreement.

        i   For the Application from version 10.0.13.20 to version 10.0.37.30: The Client shall be allowed to use eDocumentation for three (3) months from the date of issue of the invoice for the services referred to in Article 31.b of the STU, which the Client has not paid. During this period, the Client may save documents to a local disk via mass export (standard PANTHEON feature).

        ii For the Application from version 10.0.38.00 onwards: The Client shall be allowed to delete and read documents for three (3) months from the date of issue of the invoice for the services referred to in Article 31.b of the STU, which the Client has not paid, but shall not be allowed to submit new documents. During this period, the Client may save documents to a local disk using mass export (standard PANTHEON feature). During this period, the Client may delete a sufficient number of documents so that the space occupied by the remaining documents does not exceed the space provided by the Provider for free use.

31. The Provider may terminate and disconnect the service with immediate effect in any of the following cases:

    a. The Client is in gross breach of the license agreement for the use of the application and other related services.

    b. The Client does not settle its liabilities to the Provider and does not settle them to the Provider within three (3) months after the liabilities arise.

33. During the period of temporary service disconnection, the Client may reactivate eDocumentation by settling all obligations arising from eDocumentation services and/or invoices issued on the basis of the PANTHEON Service Agreement.

34. The Client may reactivate the suspended service within nine (9) months of disconnection by settling all liabilities arising from eDocumentation services and/or invoices issued on the basis of the PANTHEON Service Agreement and the costs of reactivating the service center in accordance with the valid price list published on the Provider's website.

35. In the event of termination of the subscription relationship referred to in Article 32 of the STU, the Provider shall notify the Client in writing of the termination of the contract and inform them that they may send a request for the transfer of documents to   pomoc@datalab.si within thirty (30) days of disconnection.

36. The cancellation or temporary termination shall not affect the Client's obligation to settle all liabilities for the eDocumentation service until the date of termination of the service. If the service is temporarily terminated due to a breach of obligations by the Client, the service shall nevertheless be billed for the entire period of temporary termination.

37. Upon the expiry of nine (9) months after the termination of the subscription relationship by either party, the documents in the eDocumentation shall be permanently deleted.

Exclusion of liability

38. The Provider shall not be liable for the content of the stored eDocumentation or for any damage that may be caused to the Client, Representative User, and/or third parties due to the content of the eDocumentation.

39. The Provider, subject to the minimum legal exclusion of liability, shall not be liable for any type of damage suffered by the Client, Representative User, or any third party due to malfunction, the inability to use the services of the Subscription Agreement or any modification or adaptation of the service, including related additional applications, performed by the Client or a third party either on the basis of an agreement with the Operator or 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).

40. The Provider shall not be liable for any damage incurred by the Client 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.

41. The Client of electronic services under the Subscription Agreement is not entitled to compensation for any damage in the event of a temporary or permanent announced termination of the provision of electronic services. Likewise, the Client shall not be entitled to compensation for any damages in the event that the Provider or Operator terminates the Subscription Agreement due to the Client's fault.

Data collection and protection

42. The Provider and its potential subcontractors have established and documented a data security management system. The operation of the data 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 data technology are managed by the Provider in accordance with national and international standards.

43. The Provider is bound to process sensitive data that they have access to for the purpose of providing electronic services under the Contractual Relationship in accordance with the Personal Data Protection Act. Sensitive data shall be deemed to include 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.

44. In order to verify the accuracy 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.

45. The Provider may collect and process non-sensitive data relating to the operation of the Subscription Agreement without restriction and may use it to monitor, measure, or improve the operation of the service or for other business purposes.

46. The Provider may use anonymized and/or aggregated non-sensitive data on 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

47. The Client shall immediately, and no later than within 8 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 such 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 incurred 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.

48. The Provider may change the STU, offer, and prices of services at any time in accordance with applicable regulations. The Provider shall notify Clients of all modifications and amendments at least thirty (30) days prior to their entry into force by means of a publication or notification to the Client. The Client shall be deemed to have agreed to the modifications and amendments if they continue to use the services after their publication.

49. 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.

50. The STU shall apply from 1 July 2025 and shall be published on the Provider's website.