SPECIAL TERMS OF USE FOR eDOCUMENTATION SERVICES – Local licenses

General provisions

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

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 a legal person, the holder of the Application, who concludes a valid Subscription Agreement with the Provider for the use of the service under the STU.

4. 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.

5. In order to be eligible to use eDocumentation, a valid and timely paid upgrade contract is required. By concluding an upgrade contract, the Client also expressly agrees to the STU.

6. eDocumentation is a warehouse of all appropriately stored documents, used by the Client in the Application.

7. eDocumentation is an additional service, billable in accordance with the valid price list published on the Provider's website.

8. The Representative User manages the eDocumentation on behalf of the Client in accordance with the Provider's instructions. The manner of use of the Documentation is described in the Application's user manual and is not part of the STU.

9. The use of services from the STU is billed to the Client in accordance with the Provider's valid price list. The method of billing for the eDocumentation service is published on the Provider's website.

10. Subscription Agreement is the agreement between the Provider and the Client for the use of services under the STU, which is concluded for an indefinite period.

11. For eDocumentation services, the amount of space used is calculated from all of the Client's databases.

Obligations of the provider

12. The Provider is obligated to provide the eDocumentation service and to securely store eDocuments within the scope of the gigabytes of eDocumentation used for the duration of the subscription agreement.

13. The Provider is obligated to enable access to the eDocumentation at any time during the term of the subscription agreement, provided that the Client has not deleted the relevant eDocumentation.

14. For the duration of the subscription agreement, the Provider must ensure the secure and reliable storage of eDocumentation data on its disk space as part of the service. When the Provider receives the eDocumentation from the Application via a secure (https) protocol, it 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 provide 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.

15. In most countries, the Provider ensures local storage of eDocumentation, especially if the country is subject to a ban on the export of personal data. The Provider regularly publishes an overview of storage locations on its website at www.datalab.si.

16. 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.

17. The Provider is bound to provide electronic services in accordance with the STU as a competent professional.

18. The Provider is obligated to issue an invoice to 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. The Client may dispute the invoice within eight (8) days of its receipt.

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

Obligations of the Client

20. 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 provided under 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 an appropriate connection, and perform all other necessary activities (including, but not limited to: upgrades, bug fixes, updates, maintenance and service packages) that will enable the uninterrupted provision of services under the STU. The Client is solely responsible for determining security policies regarding the eDocumentation, such as the storage period for eDocuments and the procedure for deleting eDocuments from the Provider's archive.

21. The Client is solely responsible for managing the eDocumentation and the data space it occupies. The Client shall ensure payment for the service for the uninterrupted storage of eDocumentation in accordance with its data protection policy.

22. The Client determines within the classification plan in the Application which types of eDocuments are to be stored in the eDocumentation.

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

24. A Representative User who concludes a subscription agreement for the Client acquires the role of administrator and may authorize other users to use these electronic services on behalf of and for the account of the Client, whereby the administrator may transfer the administrator's powers to another Representative User.

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

Termination of service

26. 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 following month.

27. 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.

28. The Provider may temporarily disable the Client's use of the billable 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 upgrade agreement.

        i. For the Application from version 10.0.13.20 to version 10.0.37.30: The Client shall be allowed to use the eDocumentation for three (3) months from the date of issue of the invoice for the services referred to in Article 32.b of the STU, which the Client has not settled. 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 32.b of the STU, which the Client has not settled, 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.

29. 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.

30. During the period of temporary service suspension, the Client may reactivate eDocumentation by settling all liabilities arising from eDocumentation services and/or the upgrade contract.

31. The Client may reactivate the suspended service within nine (9) months after disconnection by settling all liabilities arising from eDocumentation services and/or the upgrade contract and the cost of reactivation of the service center according to the valid price list published on the Provider's website.

32. In the event of termination of the subscription agreement under Article 31 of the STU, the Provider shall notify the Client in writing of the termination of the agreement and inform them that they may send a request for the transfer of documents to pomoc@datalab.si within thirty (30) days of disconnection.

33. Cancellation or temporary termination shall not affect the Client's obligation to pay 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 liability by the Client, the service will still be billed for the entire period of temporary termination.

34. After nine (9) months following the termination of the subscription agreement by either party, the documents in the eDocumentation shall be permanently deleted.

35. In the event that the License Agreement for the Datalab PANTHEON software suite or the Upgrade Agreement for the Datalab PANTHEON software suite expires for any reason, the STU shall also automatically expire.

Exclusion of Liability

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

37. 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.

38. The Provider, subject to the minimum legal limitations of exclusion of liability, shall not be liable for any type of damage suffered by the Client, Representative User or any third party may suffer due to the malfunction, inability to use the services of the Subscription Agreement or any changes or adjustments to the service, including related additional applications, made by the Client or a third party. 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 distress, and damage to the reputation of a legal entity (non-pecuniary damage).

39. 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 terminates the Subscription Agreement due to the Client's fault.

Data collection and protection

40. The Provider and its potential subcontractors have established and documented a data protection management system. The operation of the data protection 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.

41. 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.

42. 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.

43. 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.

44. 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

45. The Client shall notify any change in their data relating to the services under the Subscription Agreement immediately, or within 8 days at the latest. 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 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.

46. 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 thirty (30) 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.

47. 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.

48. The STU are valid from 1 July 2025 and shall be published on the Provider's website.