SPECIAL TERMS OF USE FOR ePOSTING SERVICES

General provisions

1. The Special Terms of Use for the ePosting services (hereinafter referred to as the STU) of define the rights and obligations of DATALAB SI d.o.o., Hajdrihova ulica 28c, 1000 Ljubljana, tax number: SI 99654717, as the ePosting Provider, 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 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. Contractor is a legal person with whom the Provider has a contractual agreement for the provision of ePosting services.

5. Representative User is a natural person or authorized computer user of the Client who manages ePosting. The Representative User is also designated by the STU as the primary contact person for the Client, whom the Provider shall notify of all matters arising from the STU via the email address entered by the Representative User.

6. By placing an order for the ePosting 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 condition for using ePosting is a valid and timely paid Upgrade Contract and activated eDocumentation service.

8. ePosting service includes the eText, Typless, Typless PRO, and AccountLess packages. Details of the packages are published on the Provider's website.

9. ePosting is an additional service that is billed to the Client in accordance with the Provider's valid price list, which is published on the Provider's website. The billing method is the same for PANTHEON Cloud users and local PANTHEON license users.

10. The ePosting service is activated after receipt of payment of the issued preliminary invoice.

11. The Representative User manages ePosting for the Client in accordance with the Provider's instructions. The method of using ePosting is described in the Application's user manual and is not part of the STU.

12. 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 of time, commencing upon activation of the service.

Obligations of the provider

13. The Provider shall provide the ePosting service in accordance with the selected package and the terms set forth in the STU.

14. The Provider guarantees the availability of the service provided that the Client has activated the eDocumentation service and that all financial obligations to the PROVIDER have been fulfilled in a timely manner.

15. 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.

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

17. The Provider shall issue the Client a rpeliminary invoice for the first month of service use in accordance with the selected ePosting service package and, after the Client has paid the preliminary invoice, activate the ePosting service.

18. The Provider bills for the services provided in accordance with the valid price list published on the Provider's website.

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

Obligations of the Client

20. For each ePosting package, the Client must use the Application version specified in the user manual for the individual package and have the appropriate PANTHEON settings for the implementation of eDocumentation services, which is a prerequisite for the use of ePosting under the STU.

21. The Client shall install the version of the Application that supports ePosting. 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 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 selects and orders the ePosting package via the Provider's Datalab UserSite portal (https://usersite.datalab.eu).

23. The Client is responsible for settling the preliminary invoice within the agreed period, otherwise the service will not be activated. The Client is also obligated to settle all liabilities arising from the ePosting service within the specified period.

24. The Client monitors consumption for individual ePosting packages via the Application.

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

26. The Client shall settle the liabilities arising from the eDocumentation services and/or the Upgrade Contract in a timely manner, which constitutes a condition for the uninterrupted operation of the ePosting service.

Termination of service

27. 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.

28. 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 Datalab PANTHEON Application in the Cloud environment for any reason, the STU shall also automatically terminate.

29. Since the Term for using the ePosting service is that the eDocumentation service is activated, the provisions of the Special Terms of Use for the eDocumentation Services – Local Licenses or the provisions of the Special Terms of Use for the eDocumentation Services – Cloud shall also apply mutatis mutandis to the termination of the ePosting service.

30. The Provider may temporarily disable the Client's use of paid services under the Subscription Agreement if the Client fails to comply with the provisions of the Subscription Agreement and/or the provisions of the STU.

31. The Provider has the right to immediately terminate and disconnect the service even if the Client, who was granted access to the service prior to payment of the preliminary invoice, fails to settle the invoice within the specified period.

32. In the event of termination of the subscription agreement, the Provider shall notify the Client in writing of the termination of the agreement.

33. Cancellation or temporary termination shall not affect the Client's obligation to settle all liabilities for the ePosting 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 is nevertheless billed for the entire period of temporary termination.

Exclusion of Liability

34. The Provider shall not be liable for the content of the processed documents and any damage that such content may cause to the Client, the Representative User, or third parties.

35. The Provider, subject to the minimum legal exclusion of liability, shall not be liable for any type of damage incurred 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 modification or adaptation of the service, including related additional applications, performed 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 fear, and damage to the reputation of a legal entity (non-pecuniary damage).

36. 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.

37. The Client of services under the Subscription Agreement shall not be 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

38. 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.

39. 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.

40. 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.

41. The Provider may collect and process non-sensitive data relating to the performance of the Subscription Relationship service without restriction and may use such data for the purpose of monitoring, measuring or improving the performance of the Service or for other business purposes.

42. The Provider may use the anonymized and/or aggregated non-sensitive data on the performance of the service of the Subscription Relationship for its own analyses of the performance of these services, and may publish and/or disclose such data to third parties.

Final provisions

43. 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.

44. 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.

45. 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.

46. 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.

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