

SIEL, d.o.o.
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3313 Polzela Slovenia
Tel: 01/777-10-10
E-mail: info@hosterdam.com

Hosterdam.com General Terms and Conditions

These General Terms and Conditions relate to the services of SIEL, d.o.o., under the trade name hosterdam.com. Acceptance of the rules contained herein is a precondition for using the services. Hereinafter, 'Provider' shall refer to SIEL, d.o.o. 'Subscriber' to Subscribers using the hosterdam.com service, 'Provider's website' to www.hosterdam.com, and 'Provider's head office' to the address of SIEL, d.o.o., which is Rimske terase 43, 3313 Polzela, Slovenia.

For cases not covered by these General Terms and Conditions, the Code of Obligations, the Electronic Commerce and Electronic Signature Act, the Personal Data Protection Act the Protection of Consumers Against Unfair Commercial Practices Act shall apply.

Article 1 (Introductory provisions)

- (1) These General Terms and Conditions constitute a legal agreement between an end-user (individual natural or legal person) and SIEL, d.o.o. signed by a Subscriber and SIEL, d.o.o. (the Provider).
- (2) The relationship between the Provider and a Subscriber is regulated by these General Terms and Conditions, the hosterdam.com price list and the legislation in force.

Article 2 (Definitions of terms)

In these General Terms and Conditions, the terms below shall have the following meanings ascribed to them, unless otherwise indicated:

- ! **Provider's website** is the structure of all web pages and subpages at www.hosterdam.com.
- ! **CP** is the user environment and control panel at <https://www.hosterdam.com/user>, where users can order services and manage the settings of services already subscribed to.
- ! **Subscriber data** is the required information provided by the Subscriber and visible in the control panel.
- ! **Contact details** include the telephone number, fax number and e-mail address of the contact person stated in the control panel.
- ! **Hosting packages** are packages of services offered by the Provider, the details of which are published on the Provider's website.
- ! **Subscription package** is a hosting package selected/ordered by the Subscriber on the Provider's website.
- ! **Username** is an automatically generated username used to identify a Subscriber when using the Provider's services as part of a hosting package, along with any additional services.
- ! **Sub-username** is a username linked to a Subscriber's username, but with authorisations to

use services as part of a hosting package and any additional services restricted by the Subscriber.

- ! **Domain** is a unique name (e.g. hosterdam.com) linked to the numerical computer address (e.g. 193.189.160.11).
- ! **IP** is a numerical computer address (e.g. 193.189.160.11).

Article 3 (Conclusion and extension of subscription)

- (1) Before becoming a user, a visitor to www.hosterdam.com shall complete an electronic registration form, read the General Terms and Conditions and confirm that they accept them.
- (2) In addition to placing an order, a valid username for hosting on the server is required in order to use a hosting service on the Provider's website. The username is obtained via the registration process at <https://www.hosterdam.com>.
- (3) Subscription becomes active after confirmation of payment. The Subscriber is then granted access to the control panel. Access to the CP (user environment and control panel at <https://www.hosterdam.com/user>) is only possible by entering a username and password.
- (4) A Subscriber may add additional services to the basic hosting package by sending an e-mail to support@hosterdam.com or via the CP.
- (5) An offer to renew a hosting service shall be sent by the Provider to the Subscriber's administrative e-mail contact. After hosting renewal payment is confirmed, the Subscriber shall also receive an invoice by regular post as proof of payment.

Article 4 (Obligations of the Subscriber)

- (1) The Subscriber undertakes to notify the Provider without delay of any change to his contact details or administrative e-mail address. The Subscriber shall also periodically check the Provider's website for any published news and announcements.
- (2) The Subscriber shall be solely responsible for:
 - ! using the Provider's services in accordance with the applicable laws and regulations;
 - ! renewing domains hosted on the Provider's servers in good time;
 - ! developing and maintaining his own websites and the content of those websites;
 - ! ensuring that the content of his websites do not violate copyright, trade or service marks, patents, constitutional and general acts, and the ownership rights of others;
 - ! ensuring that the content of his websites is not unlawful or does not breach the relevant ethical codes (including, but not restricted to, pornography, breaches of privacy, computer viruses and worms);
 - ! receiving, processing and storing orders from his own customers, and managing enquiries from those customers and any complaints relating thereto;
 - ! maintaining the software and hardware he uses to access Provider's servers;
 - ! safeguarding any credit card and related information of customers to which he has access for the purposes of electronic commerce transactions via software on the web server.
- (3) The Subscriber agrees to adequately protect his username and password against unauthorised use. On no account shall the Provider be held liable for the consequences of unauthorised use or misuse of a username or password.
- (4) The Subscriber shall be responsible using the services in accordance with the applicable regulations and these General Terms and Conditions as published on www.hosterdam.com.
- (5) Should the Subscriber cause the Provider to suffer damage, whether intentionally or unintentionally, the Provider shall reserve the right to charge the Subscriber the cost of the damage.

(6) When leasing a virtual private server (VPS), the Subscriber shall confirm that he has all the relevant licences and licensing agreements for the software and operating systems that are installed.

(7) The Provider and the Subscriber undertake to protect as a business secret all data produced in the course of their business relationship, which shall include all communications by e-mail and telephone.

Article 5 (Obligations of the Provider)

(1) The Provider shall provide the Subscriber with use of the server. The Provider undertakes to ensure to the best of its ability that the servers and services operate smoothly, and to perform server maintenance and hardware upgrades. The nature of the services and of the internet means that the Provider is unable to guarantee 100% access to services.

(2) The Subscriber agrees that the Provider's full liability in the provision of services under the subscription agreement and in the event of any breaches of that agreement shall be limited to the amount paid for the services by the Subscriber. The Provider and its partners shall not be liable for any indirect, direct or consequent damage caused by the use of or inability to use any of its services.

(3) The Provider's liability for damage shall exclude liability for damage caused as a result of the following and other substantively similar reasons:

- ! damage or liability resulting from a delay in access and/or transfers or their termination;
- ! damage or liability incurred as a result of the non-transfer or erroneous transfer of data;
- ! damage or liability resulting from natural factors or *force majeure*;
- ! damage or liability resulting from unauthorised use or misuse of the Subscriber's username and/or password;
- ! damage or liability resulting from system development and interruptions to the operation of the Subscriber's websites or e-mail.

(4) The Provider shall not be liable for the content of the Subscriber's websites or for the activities of the Subscriber.

Article 6 (Prices and terms of payment)

(1) Unless indicated otherwise, the prices published on Provider's website shall be in euros and include 20% VAT. Services shall be billed in accordance with the valid pricelist published on www.hosterdam.com. The Provider shall reserve the right to change prices of services and the billing method, but undertakes to publish such changes on the website at least 15 days before they come into force. The Provider shall also inform the Subscriber by e-mail. Technical information on and the characteristics of individual hosting packages shall be published on the Provider's website.

(2) The pricelist for specific web services shall be published on the Provider's website and may be changed without prior notice for the next billing period. The date on which the change takes effect shall be the date of its publication on the Provider's website.

(3) The Provider shall issue an invoice for services no later than by the 15th day of the month for services in the current month, unless the Provider and Subscriber agree otherwise. In the case of advance payment of the total amount for a service, the Provider shall issue only one invoice. The due date of payment shall be eight days from the date of the invoice.

(4) The invoice shall be issued to the user interface using the information entered by the Subscriber upon registration, and shall also be sent by regular post. The information in the user interface may be changed at any time as required.

(5) In the event of an error in the amount or specification of services, the Provider shall reserve the right to revise the amount and notify the Subscriber. The Subscriber fully understands and agrees that he must pay the revised amount in full or else withdraw from the agreement, unless agreed otherwise.

(6) The Subscriber fully understands and agrees to settle all due obligations under the subscription agreement by the deadline stated on the pro-forma invoice and when asked to do so. If the Subscriber wishes to change the due date of payment, he shall notify the Provider prior to the end of the current billing period via regular post or e-mail.

(7) Services ordered shall be processed when remittance is made or upon confirmation of remittance received. The Provider shall notify the Subscriber via the primary e-mail address entered by the Subscriber in the user interface.

(8) Because of nature of the Provider's services, the Subscriber fully understands and agrees that the Provider is unable to provide guarantees or assurances that services ordered will be active after confirmation of payment. Unless agreed otherwise, the Provider shall reimburse the Subscriber the full amount paid for the services, with no interest.

(9) Changes to hosting packages and additional services shall be billed in the next month's invoice from the day the change is confirmed by the Subscriber. The services shall be charged in proportion to the number of days in the month.

(10) In the event of a delay in payment, the Provider shall charge the Subscriber the costs of issuing the payment reminder, along with any legally prescribed default interest.

Article 7 (Domain registration and transfer)

(1) The Subscriber agrees to provide all the information required for the registration, transfer and/or renewal of a domain.

(2) The Subscriber fully understands and agrees that the Provider cannot guarantee that the Subscriber will obtain the desired domain name, even though a current enquiry indicates that domain name is still available.

(3) The Subscriber agrees to read and comply with all the rules and regulations applying to the registration, transfer or renewal of a specific domain name extension (domain). The Provider shall, at the request of the Subscriber, provide more information and refer the Subscriber to the explanation of the terms and conditions.

(4) This agreement shall remain binding for the duration of the lease of the selected domain, regardless of whether the domain was registered or transferred. When the domain is transferred to another registrar, this agreement shall be automatically terminated.

(5) Domains must be renewed before the end of the period for which they were leased. Should the Subscriber fail to renew a domain, the domain shall be placed 'in quarantine'. Quarantine periods may differ in duration. Removal of a domain from quarantine shall incur an additional charge.

(6) The Subscriber fully understands and agrees that, should the ownership of the domain name be challenged by a third party, the dispute shall be subject to the regulations set out in the rules on domain disputes for a particular registrar. The Subscriber undertakes to notify and protect the Provider in the event of a domain name dispute with a third party. In such an event, the Provider shall be considered free of liability, in accordance with the conditions and provisions set out in the applicable rules.

Article 8 (Support)

(1) The Provider shall offer support to the Subscriber via the 01/777 1010 telephone number and support@hosterdam.com every weekday from 9 am to 4 pm. The Provider shall provide the

Subscriber solely with support relating to issues and problems concerning server operation. The free support that comes with the services ordered shall not include support for website design and content, the upgrading and configuration of software, website optimisation and similar services billed separately in accordance with the Provider's valid pricelist.

(2) The Provider shall make available to the Subscriber an online knowledge database of frequently asked questions at <https://hosterdam.com/content/pomoc/>.

(3) The Provider shall use the contact information provided by the Subscriber in the CP for all communication with the Subscriber.

(4) The Subscriber may communicate with the Provider via telephone, the Live Chat service, request forms and e-mail, where he must always specify his username. The Provider shall regularly update its contact details and publish them on its website.

Article 9 (Maintenance)

The Provider shall perform necessary maintenance work on an occasional basis and at its own discretion in order to provide uninterrupted hosting services to its Subscribers. This maintenance work shall usually be carried out at night. The Provider shall notify its Subscribers of upcoming maintenance work via e-mail, and maintenance notifications shall also be published on Provider's website, except in the case of circumstances that are out of the Provider's control.

Article 10 (Misuse of the server)

(1) Any unauthorised use of services on the server shall be deemed to constitute misuse.

(2) In addition to other methods of unauthorised use of services, the following acts shall also be deemed to constitute misuse:

- ! any excessive use of server capacity, server CPU power, memory or bandwidth without prior agreement;
- ! the mass sending of e-mail with scripts and/or exploitations of security holes in the software, and the installation and use of software that does not clear from the working memory of the server, without prior agreement;
- ! any use of the Provider's services that contravenes the applicable laws and regulations;
- ! the violation of copyright, trade or service marks, patents, constitutional and general acts and the ownership rights of others on the part of the content of the Subscriber's websites;
- ! the presence on the Subscriber's websites of unlawful content or content that breaches the relevant ethical codes, including, but not restricted to, pornography, breaches of privacy, computer viruses and worms.

(3) In the event of server misuse, the Provider shall reserve the right to disable or restrict the Subscriber's access to the server and services without prior notice. The Provider may also terminate the subscription agreement without prior notice. Amounts already paid for hosting services shall not be reimbursed to the Subscriber.

(4) The Subscriber shall be liable for any damage incurred by the Provider as a result of misuse. The Subscriber shall also be obliged to appear in place of the Provider in any proceedings initiated against the Provider by public authorities or third parties, and to pay any damages awarded against the Provider under such proceedings, including the costs of legal advice provided to the Provider.

(5) Should the Subscriber cause the Provider to suffer damage, whether intentionally or unintentionally, the Provider shall have the right to charge the Subscriber the cost of the damage.

Article 11 (Termination of services)

(1) Either of the contracting parties may terminate the agreement, without stating the reason, at one month's notice. Termination of the agreement, notice of which must be sent by regular post or e-mail, shall take effect from the next billing period. If the Subscriber has made an annual advance payment for services and terminates the subscription agreement prior to the end of the period for which he has paid for the services, he shall be charged the costs of early termination of the subscription agreement, amounting to one month's subscription. The remainder of the advance payment shall be returned to the Subscriber in the form of a credit note.

(2) If the Subscriber does not settle the obligations set out in the subscription agreement by the deadline, the Provider shall inform the Subscriber. If the Subscriber fails to settle the liabilities due within one week of notification and no other agreement has been reached, the Provider may limit or disable the Subscriber's use of services. If the Subscriber does not respond within 14 days of notification, the Provider shall reserve the right to terminate the Subscriber's website or post a notice on the Subscriber's website to the effect that the username has expired. This shall not affect the Subscriber's obligation to settle all amounts due.

(3) The Subscriber agrees that the Provider reserves the right to delete the Subscriber's user account and disable his use of services in the event that he provides false or misleading user information or breaches the subscription agreement. The Subscriber shall not be reimbursed the sums already paid for services.

(4) The Subscriber agrees that the Provider may, at its own discretion, terminate the provision of services, but must notify the Subscriber prior to doing so. Termination of the use of services may take effect one month after notification was sent.

(5) The Provider's IP addresses used by the Subscriber for the duration of the subscription agreement shall remain the property of the Provider ownership after termination of the subscription agreement.

(6) The Subscriber agrees that the Provider is not obliged to store the Subscriber's data on the server for more than one month after notice of termination of the agreement. After one month, the Subscriber may send a request for the data in writing or via e-mail; this service shall be billed in accordance with the valid pricelist published on the Provider's website.

Article 12 (Transfer of rights and obligations)

(1) The rights and obligations of the Subscriber arising from the hosting subscription agreement may not be transferred without the prior written approval of the Provider. A request for approval of a transfer shall not be rejected without reason by the Provider. Transfer of the rights and obligations shall be effected after a form for the transfer of rights and obligations is signed by all three parties involved (Provider, Subscriber and new Subscriber).

(2) The Subscriber may freely transfer his rights and obligations arising from the hosting agreement if he informs the Provider by regular post or e-mail at least one month before actual transfer to the third party.

Article 13 (Confidentiality)

(1) The Provider and Subscriber shall treat all information entered during the online registration process and any information of which they become aware in the course of performance of the subscription agreement as confidential. A contracting party may not disclose this information without the prior written consent of the other contracting party, and shall be obliged to effectively ensure that this information cannot be misused.

(2) The obligation referred to in the previous paragraph shall be valid for two years after termination of the subscription agreement between the contracting parties.

Article 14 (Personal data)

(1) The Subscriber agrees that the Provider may collect and process his personal data for the purposes of its business operations. The Provider may also use the Subscriber's personal data to periodically send newsletters, notifications of its new products and services, and notifications of products and services provided by persons associated with it (direct marketing). Under the Personal Data Protection Act, Subscribers/natural persons shall have the right to inspect, transcribe, copy, supplement, correct, block and delete personal data relating to them.

(2) The Subscriber agrees that the Provider may use or publish his personal data when this is required by a regulation in force or when this is required by the Provider in order to meet its obligations under the subscription agreement.

Article 15 (Dispute settlement)

(1) The Provider and the Subscriber undertake to attempt to resolve any disputes by mutual agreement.

(2) Any dispute which the contracting parties fail to settle by mutual agreement shall be settled by the court of subject-matter jurisdiction in Celje.

Article 16 (Amendments to these General Terms and Conditions)

The Provider shall be free to amend these General Terms and Conditions and to amend the range of services it offers under the subscription agreement. Any such amendment shall take effect 15 days after its publication on the Provider's website. The Subscriber agrees to periodically check the Provider's website and apprise himself of any amendments. The Subscriber shall also be notified of any amendments via e-mail. If the Subscriber disagrees with the amendment, he may cancel the subscription agreement by sending notice by regular post or e-mail to the Provider within 15 days of publication of the amendment. Termination of the subscription agreement shall take effect when the Provider confirms receipt of the notice of termination from the Subscriber. The Subscriber agrees that any use of services after expiry of the above deadline signals that he agrees with the amendments to the General Terms and conditions of the subscription package.

Article 17

I declare that all particulars supplied are correct and complete. I am aware that any false statements will lead to order being rejected or canceled and may also lead to prosecution under the law of the Republic of Slovenia.

These General Terms and Conditions shall apply from February 5 2018 until their amendment by SIEL, d.o.o.