

General Terms and Conditions for the Use of the Website

Valid from: 09/13/20211

1. Initial Provisions

1.1 These General Terms and Conditions for the Use of the Website (Hereinafter: "General Terms") bind the user, (whether a General or Registered User, Subscriber or Employer (as defined below) (Hereinafter: the "User"), with respect to:

- access to and use of the websites on which these General Terms appear (the "Websites"); or
- any information, product or service (including any Registered or Subscriber Service or Employment Services (as defined below)) provided by us on, from or via the Websites (the "Services").

1.2 References to "ATO COMM", "we", "all", "our" and "us" are references to ATO COMM d.o.o., Stegne 3, 1000 Ljubljana, Slovenia. Each time a user accesses or uses the Websites or the Services, Users agree to be bound by these General Terms.

1.3 These General Terms apply in addition to any other terms or conditions that expressly apply to any of the Services ("Specialised Terms and Conditions"; Hereinafter: "Specialised Terms"). To the extent that there is any contradiction between these General Terms and the Specialised Terms, the Specialised Terms shall prevail.

1.4 The General Terms also incorporates our Privacy Policy which describes (amongst other things) how we will use any personal information collected as a result of Users' use of the Services and/or the Websites. For more information, please see our full Privacy Policy <https://docs.atocomm.eu/ato-comm-p-c-policy>.

1.5 If any Users do not agree with these General Terms they should not access or use the Websites or use any of the Services.

1.6 We may from time to time amend, update or change the Websites, the Services, or the General Terms without notice. Updated versions of the General Terms will be uploaded onto this page. By continuing to use the Websites and/or the Services, Users are agreeing to the updated General Terms. If Users do not agree to any changes, they should not use or access (or continue to use or access) the Websites and/or Services.

1.7 Users should read these General Terms carefully before using any part of the Websites or Services and print out a copy for their records. It is advised that Users periodically check the General Terms for any amendments or changes that may be made to them from time to time.

2. Services

2.1 Registered Users and Subscribers

2.1.1 There are three User types on the Websites as follows:

- (a) Type 1: **General User** – general access to the Websites free of charge and without registration.
- (b) Type 2: **Registered User** – Users that register to receive free newsletters or other content or services that may be available from time to time.
- (c) Type 3: **Subscribers** - subscribers paying for access to Subscriber Services.

2.1.2 Registered Users and Subscribers under Type 2 and/or Type 3 above acknowledge and agree:

- (a) that they are solely responsible for the protection and confidentiality of any password or User ID that may be issued to or subscribed for by them from time to time ("User Password");
- (b) that they will not reveal (or cause to be revealed through any act or omission) their User Password to any other person;
- (c) to immediately notify us if their User Password is lost or becomes known to any other person;
- (d) that they are solely responsible for all access to and use of the Websites via their User Password, whether such access or use is by the Registered User or Subscriber or any other person;
- (e) that Registered User or Subscriber Services are for one User only and the User will not let any other person use their User Password or any Registered User or Subscriber services; and
- (f) any information they provide to the Websites or us (including, for the avoidance of doubt, any Intellectual Property rights that could potentially arise in such information) at any time becomes the property of ATO COMM.

2.2 Subscriber Services

2.2.1 The Websites offer various services that consist of access to or the supply or provision of services, content or information not available to General or Registered Users ("Subscriber Services").

2.2.2 Any particular terms and conditions attaching to the use of any Subscriber Service are in addition to these General Terms.

2.2.3 The price of any Subscriber Service is subject to change at any time. Users should solely make sure that they are aware of the price of any Subscriber Service before they purchase it.

2.2.4 Subscriber Services are provided on the basis of an annual fee in EUR plus the applicable taxes or other statutory charges ("Annual Fee").

2.2.5 On completion of the subscription process, Subscribers will be given a 7-day free trial period.

2.2.6 Once the trial period ends, Subscribers will be required to pay the Annual Fee if they wish to have access and continue to use the Subscriber Services. To the full extent permitted by the applicable valid legislation, no refunds of the Annual Fee or any other fees or charges will be provided.

2.2.7 If we cancel or discontinue a Subscriber's use of or access to any Subscriber Service other than due to a breach of these General Terms, the User will be entitled to a refund of the unused portion of the Annual Fee to be calculated on a pro rata basis.

2.3 Job postings and employment services

2.3.1 The Websites may from time to time provide the ability for Users to post job advertisements to the Websites and for other Users to send CVs to prospective recruiters or employers or make applications with respect to a particular job advertisement ("Employment Services"). A User that posts a job advertisement to one of the Websites must be either the prospective employer or the prospective employer's representative or agent ("Employer").

2.3.2 Users (including Employers) post information on or send information to us, the Websites or any User at their own risk. We do not monitor the information posted by Users or Employers on the Websites and we are in no way responsible for the content or publication of such information.

2.3.3 To the fullest extent permitted by law, we exclude all liability (whether due to our negligence or otherwise) to any person arising directly or indirectly out of or in any way related to:

- (a) any Employment Services;
- (b) the accuracy, truthfulness or suitability of any information posted on or sent to us, the Websites or any other person by an Employer or other User;
- (c) the loss of, damage to or misuse by any person of, any information or data posted on or sent to us, the Websites or any other person by an Employer or other User; or
- (d) any defamatory information posted on or sent to us, the Websites or any other person by an Employer or other User.

2.3.4 Users including (Employers) warrant and agree that they:

- (a) comply with all data protection and privacy laws applicable to their activities and with all provisions as out in the valid legislation and provisions and rules as set out under The General Data Protection

Regulation (GDPR), the Data Protection Law Enforcement Directive and other rules concerning the protection of personal data;

(b) will only use the User information they access or obtain via the Websites, Employment Services or from a User, for the purposes of assessing and processing job applications; and

(c) will not post to the Websites any false or misleading information or otherwise use the Employment Services in any way that is misleading, illegal or in breach of any valid legislation or pursuant to applicable EU directives, as in GDPR, the Data Protection Law Enforcement Directive and other rules concerning the protection of personal data.

(d) if the individual user has its headquarters outside EU, in compliance with GDRP rules, he is obliged to conclude with ATO COMM a Data processing Agreement before processing, using and/or storing any of the personal data received from ATO COMM.

2.4 Change and access to, and cessation or cancellation of, Services

2.4.1 We reserve the right to, at any time to:

(a) refuse the supply of or access to the Websites or any of the Services to any User; or

(b) subject to clause 2.2.7 of these General Terms (if applicable), cancel the Registration or, Subscription account of any User.

2.4.2 We may modify (including change the form or content of, or the method of delivery for) or discontinue the Services or any User's account or subscription, with or without notice, without liability to Users or any other person.

2.4.3 Any decision to modify, discontinue or refuse the supply of or access to the Services in accordance with these General Terms is at our sole discretion. We accept no liability for any consequences of any such modification, discontinuance or refusal of any of the Services.

3. General terms of trade

3.1 The disclaimers, liability limitation and indemnity in these General Terms apply to all transactions effected through, or as a result of accessing, the Websites.

3.2 If Users order the Services from us through the Websites, the following conditions apply (in addition to, and to that extent these conditions are consistent with any terms or conditions relating to these products or services appearing elsewhere on the Websites, or otherwise the subject of an agreement between us and the User):

(a) A User's order is an offer to buy the products or the services which we may accept, in whole or in part, by providing the products or the services to such User. Any acknowledgment of a User's order is only to confirm receipt of transmission, notwithstanding that it might state or imply that the User's order has been accepted.

(b) Illustrations and specifications of the products or the services are indicative only. The actual products or the services supplied may differ.

(c) Where the products or the Services offered through the Websites are supplied by third parties, we are an ordering intermediary only and are not responsible for those products or services or their delivery.

(d) The price is as stated on the Websites in the relevant currency at the time of the order.

(e) All the prices of products or Services include all applicable taxes but exclude delivery and insurance charges.

(f) The products and the services available through the Websites are subject to change at any time without notice. Listed products and Services may not be available immediately or at all. Prices might change when the products and services become available.

(g) Users authorise us to charge their nominated credit card or other electronic payment facility accepted by us with the full price, including the applicable tax and any other government fee, levy or charge and delivery and insurance charges, if additionally agreed upon.

(h) We endeavour to arrange delivery as quickly as possible, subject to availability. However, we will not be liable to any User if delivery is delayed or products or services are forwarded to the wrong destination, even if we have specified an indicative delivery time.

(i) Risk in the products passes to Users upon delivery by us to the carrier commissioned to deliver the products to Users (including on delivery to our telecommunications carrier's network).

(j) Title to the products passes to Users with the passing of risk or upon the receipt by us of full payment of the price including the applicable tax and any other additionally upon agreed service charge, as for an example delivery and insurance charges.

(k) The provision of products or services to Users does not confer on them any Intellectual Property rights or any other proprietary rights inherent of the products supplied.

(l) We may sub-contract the supply or delivery of products and/or services at our discretion. We are not responsible for the acts or omissions of our sub-contractors.

4. User obligations and acknowledgments

4.1.1 The User acknowledges and agrees as follows:

(a) that we provide the Website "as is".

(b) not to use or otherwise engage in any conduct in any way related to the Websites or the Services for any purpose that is illegal or otherwise breaches any law;

(c) not to use any information, software or any other materials contained in or accessed or obtained from or via the Websites or the Services for any purpose that is illegal or otherwise breaches any law;

(d) not to use, post or send information or code in any form to or via the Websites for the purpose of causing, or that results in, harm of any kind to us or any other person, the Websites, the content of or links to any of the Websites or any other property;

(e) any information provided by the User to us or posted or sent to or via any of the Websites to us or any other party will be true, accurate, complete and up to date and will not be misleading; and

(f) to be bound by these General Terms and Privacy Policy (as amended or changed from time to time).

5. Warranties and Liability

5.1 Warranties

5.1.1 To the fullest extent permitted by law we exclude, whether express or implied, all warranties (including without limitation any implied warranties of merchantability or fitness for a particular purpose), terms, conditions or representations of any kind.

5.1.2 In the event that any warranty cannot by law be excluded, our liability in any way related to the Websites (or any third-party website) including the use of the Websites or any product or Service accessed, obtained or purchased via or from us or the Websites, is limited at our sole discretion to:

(a) the resupply or the repair, or where the Services cannot be resupplied or repaired the replacement, of the relevant Services or if such Services are not available, the replacement of an equivalent (in our opinion) Service;

(b) the refund of the purchase price paid by the User to us for that Service; or

(c) where relevant, taking reasonable steps to rectify or stop any malfunction of, inability to access, or instance of unauthorised use of or access to the Websites of which we become aware.

5.1.3 We shall not assume any liability for damages or other liability for errors or omissions in the content of the website, and reserve ourselves the right to amend, delete, supplement, and update the features of any part or content on the websites. This provision shall not exclude our liability for damages, caused by deliberate or grave negligent conduct of ATO COMM, and incurred by users who are deemed consumers pursuant to the relevant act governing consumer rights under the Slovenian legislation. On the day of the commencement of the Validity of these General Terms the valid Law governing consumer rights in Slovenia is the Consumer Protection Act (Official Gazette of the Republic of Slovenia, Nr. 98/04 – official consolidated text, 114/06 – ZUE, 126/07, 86/09, 78/11, 38/14, 19/15, 55/17 – ZKoliT and 31/18, with further changes or amendments).

5.2 Exclusions and disclaimers

5.2.1 In no event will we or our employees, agents, suppliers, or contractors be liable to a User (whether such liability arises in contract, tort (including negligence) or otherwise) for (i) any compensatory, incidental, direct, indirect, special, punitive, exemplary or consequential damages; or (ii) any loss of data, loss of income or profit, loss of or damage to property, loss or denial of service, business interruption (in each case whether direct or indirect), even if we have been advised of the possibility of such damages or losses, arising out of or in any way connected with:

(a) access to or use of the Websites, the Services or any other website;

(b) access to, use of or reliance on any information, data, software, in, from or via the Websites or Services;

(c) the inability to access or the malfunction of the Websites or Services;

(d) a breach (other than a deliberate breach) by us of the Privacy Policy;

(e) the loss, use or misuse of, or unauthorized access to, any credit card details, or other financial information provided by you to us (whether via the Websites or otherwise);

(f) our failure or the Websites' failure to complete any transaction for any reason;

(g) any failure or breach (whether by us or any other person) of the Websites' security protections, mechanisms, protocols and/or procedures;

(h) the direct or indirect use of the Websites, the Services or any other website by other persons;

(i) loss or corruption of data, information or software by any User or any other third party or interference with or damage to any User or third-party computer or computer system; or

(j) or any other use of the Services and/or the Websites by any User.

5.2.2 No advice or information, whether oral or written, obtained by any User from us via the Websites, or the use of the Services shall create any warranty or other obligation not expressly stated in these General Terms.

5.2.3 As stated above, we are not liable if interference with or damage to a User's computer or computer systems occurs in connection with use of the Websites or a linked website. Users must take their own precautions to ensure that whatever they access, select or use is free of errors, viruses or anything else (such as "worms", "Trojan horses" or other deleterious data or programs) that may interfere with or damage the operations of any computer or computer systems.

5.2.4 We do not warrant that the Websites or the software, data or files contained in, accessed via or linked or referred to in the Websites are free of viruses (or other deleterious data or programs) or defects or that use of the Websites will not cause harm.

5.2.5 Notwithstanding anything to the contrary in these General Terms, nothing shall exclude or restrict our liability for fraud, fraudulent misrepresentation or for death or personal injury arising from our grave negligence.

5.2.6 Any communications or transactions with advertisers, merchants, employers and any other third party found on the Websites are solely between the relevant User and them. To the fullest extent permitted by law, we will not be responsible or liable for any loss or damage incurred as the result of any such dealings or as a result of the presence of such advertisers and merchants on our Websites.

5.2.7 We make no representations or warranties with respect to, and accept no responsibility for, the accuracy, suitability, completeness, content or use of the information accessible from, on or via the Websites, the Services or any other website.

5.2.8 These disclaimers are in addition to and are not restricted or modified by any other warnings, limitations and disclaimers contained in these General Terms.

5.3 Suitability of materials

5.3.1 The material on the Websites and anything provided as part of the Services is only of general informational value and does not in any way constitute legal or other professional advice or an approval, recommendation, endorsement or sponsorship by us. The information and content of the Websites and any content made available via the Services does not address a User's particular circumstances and accordingly, Users should not rely upon the content of the Websites or anything presented as part of

the Services as a substitute for proper professional advice. We accept no responsibility for any reliance placed on information or content provided on the Websites or via the Services.

5.3.2 In the Websites, or in any of the content present as part of the Services any frame, link or reference to or information about other websites, persons, information or the products or services of any person is produced solely for convenience and is not an endorsement or approval of or a representation of, an affiliation with those parties, their views or their products or services.

5.3.3 We do not warrant the truthfulness, accuracy, currency, suitability or reliability of any information contained, linked or referred to in the Websites, the content provided as part of the Services, or any other website.

5.4 Emails, messages and other communications

5.4.1 The User takes full responsibility for any information, data or any other material posted on or sent to or via us, the Websites or any other person and the User should at all times ensure they are aware of the lawfulness of such information or data. We have no obligation to make ourselves aware of any such information, data or any other material on any of the Websites or provided to us or any other person (including for the purposes of the Employment Services).

5.4.2 All messages sent via the Websites are sent at the risk of the sender. We accept no liability for the content of transmitted messages, or non-receipt or non-transmission of any message for any reason.

5.4.3 We may add information at our discretion to any message sent through or via the Websites. The content of any added information is to be determined at our sole discretion.

5.4.4 We may also at our sole discretion prevent the transmission of any message that we believe to be in breach of (a) these General Terms; (b) the Privacy Policy; (c) any other terms applicable to the Services; or (d) any applicable laws or regulations.

5.4.5 We reserve the right to remove or cause to be removed any information posted on the Website by any User.

5.4.6 Users may not, without our express permission in writing transmit to any person on, by or via the Websites any:

(a) advertising messages;

(b) messages of an annoying, offensive or distasteful nature; or

(c) messages of an excessive volume (in our reasonable opinion).

5.4.7 Each User undertakes not to send messages to any person who may not wish to receive a message.

5.4.8 Posting or transmitting to, from or via the Websites any unlawful, threatening, defamatory, or obscene material, or any other material that could give rise to any civil or criminal liability under the law, is prohibited.

5.4.9 To the fullest extent permitted by law we are not bound to take any action as a result of any complaint that we receive with respect to the Websites or any information or messages posted on or sent to or via, the Websites.

5.5 Links and other business relationships

5.5.1 Other than as required by law, we make no representations or warranties whatsoever about any other website which may be accessed through the Websites. Links are provided as a courtesy to you only and in no way should be interpreted as an endorsement or approval of or affiliation with any other website.

5.5.2 We are not responsible for any information or opinions published on any website linked or referred to in the Websites.

5.5.3 Other websites accessed through links on the Websites, or advertisements, their referral buttons or embedded hyperlinks, might contain representations or offers which Users can accept by linking to a relevant website and executing a transaction. These are not representations or offers made by us and the relevant third party is solely responsible to Users for the delivery, condition and suitability of any products or services Users purchase by accessing those websites.

5.6 Compliance with laws

5.6.1 The User must ensure that their access to the Websites is not illegal or prohibited by, and that they at all times comply with, any applicable laws.

5.6.2 We do not warrant that the content of the Websites complies with the laws of any country outside of Slovenia. If Users access the Websites or any third party Websites from outside of Slovenia, they do so at their own risk and accept responsibility for ensuring or confirming compliance with all laws that apply to them as a result of that access or any consequent transactions or dealings with us.

5.7 Indemnification

5.7.1 The User (including without limitation any Employer, General or Registered User or Subscriber) hereby irrevocably indemnifies and holds us harmless from and against any and all claims, loss, damage, cost (including legal costs on a full indemnity basis), expense or liability to, by or of ATO COMM or any other person arising from or in any way related to:

(a) any act or omission of the User in breach of these General Terms;

(b) any use by the User, whether direct or indirect, of the Websites;

(c) any act or omission of the User in any way related to the Employment Services;

(d) any negligence, breach of contract, or other wrongful or unlawful conduct of any kind by or on the part of the User; and

(e) any claims that any User Materials (defined below at clause 6.1.4) infringe any rights (including but not limited to Intellectual Property rights) of any third party.

6. Intellectual Property

6.1 General

6.1.1 Unless otherwise expressly notified by us, all Intellectual Property and other rights of a proprietary nature comprised in the Websites, any software, content, information or any other materials contained in or otherwise connected with the Websites or any of the Services is our exclusive property. "Intellectual Property" shall, for the purpose of these General Terms, mean all copyright (including moral rights), patents, designs, trademarks, trade names, logos, goodwill, trade secrets, confidential information, computer programs, electronic circuit layout rights, plant breeders rights and any other similar rights of a proprietary nature.

6.1.2 We reserve all of our rights with respect to all of our Intellectual Property.

6.1.3 Except as otherwise provided by these General Terms, and to the fullest extent permitted by law, Users may not in any way or by any means reproduce, adapt, communicate, broadcast, decompile, disassemble, download, copy, store, reverse engineer, distribute, transmit, print, display, perform, publish or create derivative works or subject matter from any of the materials on the Websites, any software, content information or any other materials contained in or otherwise connected with the Websites or any materials provided as part of the Services without our prior written consent.

6.1.4 To the fullest extent permitted by law, any information posted on the Websites or sent to us by a User ("User Materials") and any Intellectual Property existing therein becomes our property from the point that it is uploaded to any of the Websites and the relevant User or any other person releases and waives all their rights and interest including any Intellectual Property Rights in that information. The User and/or any other relevant person (as applicable) remains liable for any claim by any person for any loss, damages, cost or expense of any kind in any way related to that information.

6.2 Trademarks

6.2.1 We own the following trademarks: ATO COMM trademark.

6.2.2 The above trademarks together, with any other trademarks owned (whether registered or not) by us from time to time shall, for the purposes of these General Terms be referred to as the "Trademarks".

6.2.3 If any User uses any of the Trademarks to refer to the Services, they must include a statement attributing the Trademarks to us.

6.2.4 Users must not use any of the Trademarks:

- (a) in or as the whole or part of their own or any other trademark;
- (b) in a manner which may be confusing, misleading or deceptive; or
- (c) in a manner that in our sole opinion is detrimental to our reputation or interests or is otherwise inappropriate.

6.2.5 We reserve the right to revoke at any time for any reason any license to use the Trademarks.

6.2.6 Other product and company names mentioned in the Websites may be the trademarks of other individuals or entities. To the extent that any User or any other person uses these trademarks, we exclude all liability arising from the use of such trademarks.

6.3 Framing, linking and use of the Trademarks and Websites

6.3.1 Subject to the remainder of these General Terms, Users may provide frames or links to the Websites or use the Trademarks in their own materials or on third party websites.

6.3.2 Users must not use any framing or links to the Websites or use the Trademarks in any way that represents or has the effect of representing any approval or endorsement of, or affiliation with us.

6.3.3 Users may not provide a frame or link to the Websites or use the Trademarks on a website that is in our opinion and at our sole discretion, inappropriate.

6.3.4 In no case may any User provide a frame or link to the Websites or use the Trademarks on a website that contains sexually explicit or offensive material of any kind.

6.3.5 We reserve the right to revoke the above licence at any time with or without cause.

7. Take Down Policy

7.1 Take Down Procedure

We take the posting of any material which amounts to defamation, infringement of intellectual property or breach of our General Terms seriously. The following procedure for giving us notice of any such material is incorporated into our General Terms. To help us deal with such material quickly and effectively, we ask that you comply with the provisions set out in this Notice and Take Down Procedure.

We will review any Take Down Notice (as defined below) as soon as reasonably practicable and will act expeditiously to remove any material that we have reason to believe is defamatory, breaches the intellectual property rights of any third party and/or is otherwise in breach of our General Terms ('Offending Material'). As part of our response, we may remove or disable access to any Offending Material. You authorise us to contact the person, firm, company or organisation that submitted the Offending Material to alert them to the action we are taking.

A Take Down Notice is a legally significant document. You are recommended to take legal advice on your legal rights and obligations before giving a Take Down Notice.

7.2 Take Down Notice

To be valid, a Take Down Notice must contain:

(a) sufficient information to enable us to identify the allegedly Offending Material. If there are large amounts of allegedly Offending Material, please provide a representative list of such materials, for example, copies of the infringing material and identifying information, such as the name of the account from which the material has been posted or contributed;

(b) sufficient information to enable us to identify and locate the allegedly Offending Material (for example by providing the date and time on which the material was made available on the Websites;

(c) identification of the person, company, organisation targeted by the Offending Material, or the category of Offending Material (if no person, company or organisation is targeted) and your contact details so that we can contact you (for example, your address, telephone number, email address);

(d) your confirmation, given in good faith, that the material described in the Take Down Notice is Offending Material, that your Take Down Notice is true and accurate and that you are, or are authorised

to act on behalf of, the party that has been harmed by and/or is complaining against the allegedly Offending Material; and

(e) Your physical or electronic signature.

Your Take Down Notice should be forwarded by email to **7. Take Down Policy**

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We will review any Take Down Notice (as defined below) as soon as reasonably practicable and will act expeditiously to remove any material that we have reason to believe is defamatory, breaches the intellectual property rights of any third party and/or is otherwise in breach of our General Terms ('Offending Material'). As part of our response, we may remove or disable access to any Offending Material. You authorise us to contact the person, firm, company or organisation that submitted the Offending Material to alert them to the action we are taking.

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(b) sufficient information to enable us to identify and locate the allegedly Offending Material (for example by providing the date and time on which the material was made available on the Websites;

(c) identification of the person, company, organisation targeted by the Offending Material, or the category of Offending Material (if no person, company or organisation is targeted) and your contact details so that we can contact you (for example, your address, telephone number, email address);

(d) your confirmation, given in good faith, that the material described in the Take Down Notice is Offending Material, that your Take Down Notice is true and accurate and that you are, or are authorised to act on behalf of, the party that has been harmed by and/or is complaining against the allegedly Offending Material; and

(e) Your physical or electronic signature.

Your Take Down Notice should be forwarded by email to orybak@atocomm.eu

If you use an anonymous email service and/or we have no way to contact you back, your complaint will not be valid and will be ignored.

If you use an anonymous email service and/or we have no way to contact you back, your complaint will not be valid and will be ignored.

8. Final Provisions

8.1 Inconsistency

In the event of inconsistency between these General Terms and any terms and conditions attaching to a particular Service (including any Registered User, Subscriber or Employment Service), those terms and conditions relating to a particular Service shall take precedence.

8.2 No offers where illegality arises

Nothing on the Websites constitutes an offer to provide Services in any jurisdiction if to do so would contravene the laws of that jurisdiction.

8.3 Invitation to treat

8.3.1 Nothing in the Websites, including these General Terms is to be construed as an offer to enter into a contract with ATO COMM in relation to the provision of any goods and/or services including the Subscriber Services. The Websites and the Services displayed within them are an invitation to treat only.

8.3.2 We are only prepared to provide the Services on the terms and conditions outlined in these General Terms. If a User orders Services on other terms or conditions, any supply of products or services by us is by way of counteroffer to such offer on the basis of these General Terms which may be accepted by such User by accepting the Services. Any charge by us to any User's nominated credit card or other electronic payment facility is not an acceptance of that offered terms and conditions but is in implementation of our counteroffer to such User. We will reverse any charge if a User does not accept our counteroffer.

8.3.3 Publishing information about the Services on the Websites does not ensure its availability and price information is subject to change without notice.

8.4 Force Majeure

We are not liable for events outside our reasonable control. Any act or situation which is beyond our reasonable control is known as a "Force Majeure Event". In such a circumstance, we are not liable for any failure to perform, or delay in performance of our obligations or contracts under the General Terms. Any act, event, non-happening, omission or accident beyond our control includes (but is not limited to):

- (a) strikes, lockdowns, lockouts or other industrial action;
- (b) civil commotion, riot, invasion, cyber-attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) interruption or failure of utility services (including the inability to use public or private telecommunications networks); and
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

8.5 We can use your feedback

When you send us or the Websites any feedback or suggestions about the Websites or our business, you agree that we can use and adapt any ideas, concepts, techniques, words or images contained in the feedback or suggestions for any purpose and without restriction or compensation.

8.6 Co-operation with authorities

We reserve the right to co-operate fully with any law enforcement or other regulatory authority in any jurisdiction in respect of a lawful direction or request to disclose the identity or other information about anyone posting materials on the Websites which the authority claims or suspects violate any applicable law.

8.7 Waiver

Any failure by us to exercise any right under these General Terms does not operate as a waiver and the single or partial exercise of any right by us does not preclude any other or further exercise of that or any other right by us.

8.8 No assignment or sublicense

8.8.1 The User may not assign or sublicense any rights granted under or pursuant to these General Terms.

8.8.2 We have discretion to assign or sublicense any rights granted under or pursuant to these General Terms at any time.

8.9 Remedies

Our rights and remedies under or pursuant to these General Terms are in addition to any rights or remedies that we may have under the applicable law or valid legislation.

8.10 Governing law and jurisdiction

8.10.1 These General Terms will be governed by and construed under the laws of the Republic of Slovenia.

8.10.2 All legal content contained on the Websites relate only to the laws of the Republic of Slovenia, unless specifically stated otherwise. The laws of the Republic of Slovenia may be different from a User's jurisdiction's laws.

8.10.3 Users irrevocably agree that the competent court of Ljubljana, Slovenia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these General Terms or its subject matter or formation.

8.11 Severability

Any provision of these General Terms which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of these General Terms or the validity of that provision in any other jurisdiction.

8.12 Termination

For the avoidance of doubt and subject to clause 2.2.7 (if applicable), we may terminate these General Terms, your use of the Services or any license or agreement arising under or pursuant to these General Terms, at any time and without prior notice.

8.13 Language

The parties agree that the General Terms have been prepared in Slovene language and to the extent any translation of these General Terms is necessary, such interpretation must be consistent with the Slovenian meaning of these General Terms.

8.14 Interpretation

In these General Terms unless the context otherwise requires:

- (a) headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) reference to a person includes a company or any other entity recognised by law and vice versa;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it; and
- (f) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally.

ATO COMM d.o.o.