

Splošni pogoji za poslovanje Zabec.net

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1. General Provisions

These General Terms apply to services provided by Zabec.net d.o.o., under the brand name Zabec.net.

Accepting these terms is a fundamental precondition for collaboration.

Hereinafter the term “Provider” refers to Zabec.net d.o.o. and “Client” refers to the Provider’s customer. The “Provider’s website” refers to www.zabec.net.

The “Provider’s location” refers to the headquarters of Zabec.net d.o.o., at Mercnikova 6, 1000 Ljubljana.

Long company name	Zabec.net d.o.o.
Company name in English	Zabec.net, Ltd.
VAT ID number	SI98518003
Company registration number	6375758
Taxable entity	yes
Activity	Computer science; Publishing; Online sales and telemarketing
Date of entry into the register of companies	13.5.2013
Representatives	ČESNIK DOMEN, ČESNIK ALJAŽ
Bank account	IBAN SI56 0310 0100 2873 497 (SKB d.d.)

Conditions not defined by these General Terms are regulated by the Code of Obligations, the Electronic Commerce and Electronic Signature Act, the Personal Data Protection Act, the Consumer Protection Act, and the Electronic Communications Act.

1.0. Concluding a Contractual Relationship

A contractual relationship between the Provider and the Client is concluded when the Client confirms an order.

1.1 The Provider's Responsibilities, Obligations, and Rights

1.1.1 The operation of services

The Provider will endeavor to ensure to the best of its abilities that its services will operate smoothly, however due to the nature of the services it provides, and the nature of the internet itself, it cannot ensure that service will never be interrupted.

The exception is the Service Level Agreement which defines the Provider's responsibilities in the event of a service outage.

1.1.2 Damage Liability

The Provider denies all responsibility and liability for damage caused by using its services, including damage arising from the following (and similar) reasons:

- service outage,
- delayed response time,
- failure to transfer or erroneous transfer of data,
- unauthorized intervention,
- any sort of system hack or breach,
- unreceived or unsent email,
- server errors,

- loss of data,
- data submitted incorrectly by the Client,
- any other damage the Client might incur.

1.1.3 Personal Information

The Provider may, in accordance with the Personal Data Protection Act and the Electronic Communications Act, and other relevant legislation, acquire, use, save, and otherwise process personal information as part of its operations and client relations.

The Provider acquires such data mostly for the purpose of compiling and maintaining a customer base and for storing data on a server. The Provider may forward such information to its business partners and to government bodies inasmuch as this is required for normal operations, e.g. to the chosen top level domain registry.

Handling of data on services provided in foreign networks is subject to legislations of those countries, so Provider cannot guarantee control over their use or distribution. The Client agrees to relieve the Provider of any responsibility regarding the operations of networks and services for data transfer and the use of such services on any network over which the Provider has no direct control.

The Provider will store such information in accordance with valid legislation and will not forward them to unauthorized persons. The Provider may also forward such information to government bodies, but only in the event that they make a formal written request.

In the event of a violation of the legislation of the Republic of Slovenia or the European Union, the Provider will cooperate with law enforcement authorities to the best of its abilities.

In the event the Client violates the law, the Provider will forward their information as well as a record of activity on the server to the competent authorities as well as the Provider's authorized legal departments.

1.1.4 Damages and Reimbursements

The Client waives the right to make claims against the Provider, its customers, employees, or business partners or hold them liable for any damage arising due to the use or the impossibility of using services, or any damage arising in connection with said services.

1.2 The Client's Responsibilities and Obligations

The Client must keep secure the password issued and must, in the event of abuse of such password, immediately inform the Provider to be issued a new password.

The Client is wholly responsible for any action performed with its username and in its assigned webspace.

The Client agrees to be informed by the Provider of any services or other information which the Provider considers to be relevant. The Client also undertakes to periodically check the Provider's website, where all relevant information will be posted.

1.2.1 Abuse

The Provider finds the following activities listed below to be abusive:

- Sending spam or e-newsletters to non-subscribing customers and mass emailing of any sort (more than 1000 emails/day);
- Leasing or selling any of the Provider's services or portions thereof without the Provider's express written permission;
- Overloading the server's capacities (using more than 10% of its resources in a 1 minute interval);
- Any attempt to cause damage on the server or to the Provider's users;
- Reading and writing outside of the folders assigned;
- Disclosing passwords to unauthorized persons;
- Unauthorized duplication of content protected by intellectual property rights;
- Using forbidden system files. For using system files the Client must make a request to the Provider;
- Unauthorized duplication or alteration of Provider's solutions;
- Unauthorized selling of the Provider's services or solutions;
- Other forms of abuse as determined by administrative staff.
- Backup or data storage.

Permitted is one copy of current backup in active month.

Provider can delete all files that are not by TOS without any warning.

1.3 Sanctions

1.3.1 Limiting of Services

The Provider reserves the right to disconnect or otherwise limit the Client's services if it determines that such action would be

appropriate. In such a case, the Provider is not obligated to inform the Client.

The Client's services may be capped (speed, amount, CPU) if it is determined the Client has committed one of the following actions:

- using a disproportionate amount of server capacity in relation to other users;
- using services in a manner which violates legislation;
- using services in a manner which violates these General Terms.

The Client agrees that that Provider may, in the event of defaults outstanding for more than eight (8) days from the due date:

- limit or disable services,
- temporarily suspend the license,

The Client agrees that that Provider may, in the event of debts outstanding for more than fifteen (15) days from the due date:

- disable services and permanently remove all files.

1.3.2 Terminating the Contractual Relationship

The Provider can terminate the contractual relationship under the following conditions:

- the Client fails to fulfill its obligations to the Provider

- The Client fails to abide by the General Terms outlined in this document or in other agreements
- the Client provides the Provider with false information

1.3.3. Return of funds

Provider enables clients to refund payment in 15 days from order for selected services:

- automatically enabled hostings
- VPS servers without modifications

Provider will deny refund is custom services were claimed including:

- Free transfer of site
- Works modified and enabled for that user
- Custom VPS server with modifications for user

1.4 Prices

1.4.1 Price List

The prices of services are always posted on the Provider's website and may be changed in the upcoming billing period without prior notice. The date of change is considered to be the date of publication on the Provider's website.

1.4.2. Prices on the Price List

All prices on the price list are listed in euros (€) and include value added tax, unless otherwise indicated.

1.5. Payment Terms

1.5.1. Invoices

The Provider will issue the Client a pro forma invoice in PDF format.

The Provider accepts payment in the following ways:

- Money order form,
- PayPal,
- Moneta,
- Credit cards.

The Provider will save a copy of the Client's orders, pro forma invoices, and invoices, which will be available to the Client upon request. Requests for review must be submitted in writing at least two (2) days before the desired review.

1.5.2. Domains

The Provider requires a 100% interest-free advance payment to issue domain names.

Due to the nature of the service, the Client waives the right to the statutory notice period for withdrawing from contract under the Consumer Protection Act.

When registering a domain name with a .si TLD, the Client forfeits the right to a refund upon entering an NS into the registry.

In the event the Client does not register an NS, the Client has 15 days from the date of registration to inform the Provider in writing about withdrawing from the contract.

The Provider has 30 days to transfer a refund to the bank account listed in the withdrawal notice.

1.5.3. Hosting

The Provider requires a 100% interest-free advance payment for hosting.

The Provider will honor a discount on prepayments made 3 or more months in advance.

Such discounts are equally applied for all customers and are always visible on the Provider's website.

The Provider will inform the Client when their hosting is due to expire, and request payment according to the pro-forma invoice by the expiration date.

The Client is obligated to pay such invoice before expiration, otherwise the Provider will terminate hosting, remove files, and display a message on the site that it is suspended with a link to Zabec.net.

Reactivation in such cases is then charged according to the price list.

1.5.4. Web Solutions

■ Web Solution Maintenance

Invoices are issued on the first (1st) working day of the month for the current month.

Additional services are billed on the first (1st) day of the month for the previous month.

■ Web Solution Production

Payment for web solution production, unless otherwise agreed with a special contract or agreement, is made in

phases, as follows:

- 30% up front upon signing an agreement,
- 40% upon confirmation of the graphic or contextual design and
- 30% within 8 days of the project's conclusion.

In the event of Client's delays in submitting material for completing the project or in the event of delays in confirmation of graphic or contextual design, the Provider reserves the right to request the remainder of payments for the agreed upon work.

In the event that the Client is inactive and the project is accordingly delayed for more than 30 days, the Provider reserves the right to issue an invoice for 100% of the purchase price and will not continue working on the project until payment is complete.

1.6 Provider Availability

1.6.1 Working Hours

The Provider's working hours are from 8 AM to 4 PM. Staff presence at the Provider's place of business is not necessarily related to working hours, and visits must therefore be agreed upon in advance.

The support center (Article 1.6.2) is available between 9 AM and 8 PM from Monday to Friday and from 10 AM to 2 PM on Saturday. Urgent matters are handled in the shortest time possible, while other matters are handled during the Provider's working hours. The support center's working hours may change

at any time without notice, however changes must be published on the Provider's website.

1.6.2 Support Center

The support center can be reached at +386 1 600 10 52 or info@zabec.net.

These are the only channels of communication supported by the Provider, and the Provider's employees are not required to respond via other contact information.

2. Domain Registration

2.1 General Provisions

The Client can register any available domain name using the order interface.

The Client undertakes that the information submitted upon registration is current and accurate.

The domain then becomes the property of the natural person or legal entity indicated in the order.

The Client undertakes to provide all required information for registering domains:

- name and surname or company name,
- mailing address,
- email address,
- telephone number.

The Client allows the following information to be made public for the purpose of WHOIS:

- name and surname or company name,
- mailing address,
- email address,
- telephone number,
- domain name,
- DNS server,
- date of domain registration and date of expiration

2.2 Conditions for Registration

The Client agrees with all the conditions, agreements, and decisions of the Registry from which the domain name was purchased, including, but not limited to, Top Level Domain Registries and Second Level Domain Registries (<http://www.icann.org>, <https://www.godaddy.com/gdshop/agreements.asp>), ARNES (<http://www.arnes.si/domene/splosnipogoji/>).

2.2.1 .si Domains

These domains are reserved exclusively for entities with a registration number that are entered into the register of companies. The Client must abide by the rules: <http://www.arnes.si/domene/splosnipogoji/>

2.2.2 .eu Domains

.eu domains are reserved exclusively for the citizens, organizations, and companies of the European Union. This type of domain must be extended at least five (5) days before expiry. If they are not extended by that time, they are placed in quarantine. An extra charge is applied for retrieving a domain from the quarantine registry, as well as for changes to the information of the domain name holder.

The Client must abide by the rules for .eu domains, published: <http://www.eurid.eu/en>.

2.2.3 Other Domains

The Client undertakes to review and accept all rules which apply to the domain they wish to register. The Provider can provide the Client with more information and clarification of conditions upon request.

3. Hosting

3.1 General Provisions

Hosting becomes the property of the natural person or legal entity indicated in the order.

3.1.1 Content of the Purchased Space

The Client is entirely responsible for the content it, or any third party via its user name, uploads on the server.

The Provider forbids the upload of the following types of files:

- Violent content;
- Libelous content;

- Obscene content;
- Pornographic content;
- Insulting content;
- Content which is in any way controversial for the general public (the Provider determines this without explanation);
- Content intended to illegally destroy or hack into other systems (viruses, rootkits, exploits, etc.)
- Content which is properly protected intellectual property and for which the Client does not enjoy usage rights.

3.1.2 Maintenance Work

The Provider will periodically, but mostly during nighttime hours, or at its own discretion conduct requisite maintenance work to ensure the uninterrupted operation of hosting.

The Provider will attempt to inform the Client about upcoming maintenance work in advance via email. Notice of interruptions will also be posted on its website, except in situations the Provider has no control over.

Provider will reserve maintenance window from 22 to 4 for smaller maintenance work.

3.2 Shared Hosting

3.2.1 Sale of Services

Shared hosting services are only intended for the Client. The Client agrees not to market, sell, give, or otherwise provide a

third party with services without the Provider's express written permission.

In the event of a violation, the Provider reserves the right to charge the Client four times (4x) the price of the service.

3.2.2 Exceeding Disk Space and Bandwidth Limits

The Provider will inform a Client who has exceeded their allotted disk space or bandwidth about the situation. The Client can then opt for a larger plan within two (2) days, thus avoiding limitation of services.

3.3 Reseller Hosting

3.3.1 The Client's Users

The Client agrees to submit, at the Provider's request, information on its users, as well as allow the Provider to contact said users.

The Provider meanwhile agrees not to use such information to market its services.

3.3.2 Familiarization with the Provider's General Terms

The Client must familiarise its users with the Provider's General Terms. If the Client fails to familiarize its users with the Provider's General Terms, the Client is then responsible for all consequences and obligations.

3.3.3 The Provider's Responsibility

The Provider has no responsibilities to the Client's users. It also offers no support to them, unless otherwise agreed upon.

3.4 VPS (Virutal Private Server)

3.4.1 Server Security

The Client must ensure that the installed system is regularly updated and kept appropriately secure.

The Provider's technical staff can provide technical assistance and administration for a fee.

3.4.2 Installed Operating Systems and Programs

The Client states that it has all applicable licenses for all the applications and operating systems it has installed.

Provider will also charge the Client for any licences that he should be liable to pay due to Client's usage.

3.4.3 Fair usage policy

The Client is obligated to use the server as fair usage and should newer exceeded 50% of capacity used on monthly base.

3.5 Dedicated Server

3.5.1 Server Security

The Client must ensure that the installed system is regularly updated and kept appropriately secure.

The Provider's technical staff can provide technical assistance and administration for a fee.

3.5.2 Installed Operating Systems and Programs

The Client states that it has all applicable licenses for all the programs and operating systems it has installed.

3.5.3 Server Access

The Provider will supply the Client with iLO (where possible) or other console desktop. The Client does not have and will not be granted physical access to the server.

In exceptional cases the Client might be granted physical access, but only in the presence of the Provider's technical staff.

4. Web Solutions

4.1 General Provisions

The Client can order one or more services, or Web Solution packages, which the Provider will tailor to the Client's needs and desires.

4.2 Services

The Provider markets its services through its own sales network.

The Provider will issue the Client an offer for every service and then a separate contract or agreement will be concluded given the scope of the work involved.

4.2.1 Course of Collaboration and the Subject of the Contract

- signing of a contract for the execution of a project and/or service,
- payment of the advance,

- delivery of material as required by the project plan,
- project plan specified and agreed upon by both the Client and the Provider, containing:
 - the date of the project commencement,
 - the Provider's and the Client's contact information,
 - the conceptual, contextual, and technical description of the project,
 - a predicted timetable for the course of the project, including end date,
 - a clear division between the scope of the current project and additional improvements or upgrades that the Client might eventually desire, which are not included in the current project's financial construction.

4.2.2 Obligations of the Provider and Client

4.2.2.1 The Provider undertakes to:

- a) finish the project within the given scope and deadline,
- b) execute the project on the basis of a mutually agreed upon timetable,
- c) execute the project under strict qualitative functional, and aesthetic criteria.

In said execution, the Provider will take into consideration the Client's suggestions which are in line with the outline of the project plan, and on the basis of its experience and technical knowledge propose actual solutions.

4.2.2.2 The Client undertakes to:

- a) fulfill its obligations to the Provider within the set deadline
- b) submit all requisite material (and confirmations) for executing the project within the set deadline
- c) meet all deadlines as defined in the contract and the project plan

4.2.3 Ownership and Intellectual Property Rights

Any code developed by the Provider for the project which is the subject of these General Terms remains the possession of the Provider, while the content and graphic design become the property of the Client.

The Client must secure all rights for any content it submits to the Provider.

The Provider reserves the right to display “Zabec.net” on the project, as well as the logos of any subcontractors who collaborated in the execution of the project, as well as the right to submit the project to competitions or festivals without the Client’s express permission.

4.3 Software Packages

The Provider markets its software packages itself and through its business partners.

To use an individual package, the Client must purchase a license for that package, meaning that the package is not sold, but merely licensed for use and is protected by the Copyright and Related Rights

Act and international agreements and legislation regulating intellectual property and similar rights.

4.3.1 Licensing Rights

By purchasing a software package and obtaining a license, the Client receives the rights to install, use, access, display, and execute, however rights to alter or resell the package are retained by the Provider.

4.3.2 Transfer of Licensing Rights

Transferring a software package or licensing rights to another user is only possible directly and in entirety.

Such a transfer may not be completed via a commission agent or in another indirect manner.

The recipient of such a one time transfer must agree to abide by these General Terms and the conditions of the licensing agreement for end users.

The Provider must be informed in advance about such transfers.

4.3.3 Other Rights and Limitations

Reverse engineering, decompiling, or disassembling the software are prohibited, except in the scope permitted by pertinent legislation, notwithstanding this provision.

The software package is licensed as a product in its entirety. It is forbidden to separate it into its integral parts.

It is forbidden to rent, lease, or loan software.

Use of rights that violates the law or rights that have not been granted will be punished according to relevant criminal legislation.

4.4 Warranty

The Provider ensures a 3-month warranty for potential bugs for all its web solutions. This warranty does not cover information incorrectly submitted by the Client or changes that the Client decided on after confirmation.

Due to the nature of the internet, the Provider does not guarantee that services will be accessible.

4.5 Maintenance

In accordance with the concluded maintenance agreement, the Provider ensures monthly availability, as is defined in this agreement.

4.5.1 Temporary Cessation of Maintenance

In the event of defaults outstanding for more than eight (8) days from the due date, the Provider may refrain from accepting error reports and fixing them until payment of all the Client's defaults to the Provider.

5. Changing of Parties in a Contractual Relationship

The Client agrees that the Provider can delegate execution of services together with all information, rights, and obligations to another legal entity.

The Client also agrees that the Provider will, as of 1 January 2014, delegate the operation of all Zabec.net services to Zabec.net d.o.o., Merčnikova 6, 1000 Ljubljana, which will, as of that day, assume all obligations and responsibilities.

6. Final Provisions

The Provider and Client undertake to resolve any disagreements amicably. In the event of a dispute the parties fail to resolve in an amicable manner, the competent court in Ljubljana has jurisdiction.

The Provider can freely change these General Terms or the range of services covered by the agreement. All such changes become valid after 15 days of their publication on the Provider's website. The Client agrees to periodically check the Provider's website in order to be aware of potential changes. The Client will also be informed of any changes via email. If the Client disagrees with a change, it may withdraw from the contract within fifteen (15) days of the day such changes come into effect by sending the Provider a written termination notice either by mail or email. Such a termination comes into effect when the Provider confirms that it has received the Client's termination notice. The Client agrees that continuing to use services after this deadline constitutes implicit agreement with all changes to the General Terms.

These General Terms were published 20.11.2015 and come into effect on 20.12.2015. For new clients this Terms are liable from 20.11.2015.