



GENERAL TERMS AND CONDITIONS OF BUSINESS AND USE OF SERVICES

Definitions

Article 1

The services of Utrdba d.o.o. include all services marketed under this brand name and defined on the website www.utrdba.eu, in particular:

- domain registration and management,
- hosting and technical maintenance of websites,
- ordering other web services,
- services related to email,
- technical customer support.

(hereinafter: Services)

The **service provider** is Utrdba d.o.o., Glavarjeva cesta 59a, 1218 Komenda, Slovenia, its contractual partners and external collaborators. Utrdba d.o.o. is a VAT payer with the tax identification number SI42842034 and registration number 2253119000. (hereinafter: Provider)

The **service subscriber** is any legal or natural person who has concluded an appropriate service contract with the Provider. (hereinafter: Subscriber)

The **user of the services** is any legal or natural person using the services of the Provider. (hereinafter: User)

A **domain name** is an internet identifier registered with the relevant registry. Upon registration, the Provider does not acquire ownership of the domain and acts solely as an intermediary (reseller).



General Provisions

Article 2

The Subscriber expressly declares that they have read these terms and conditions, fully understand them, and agree with them entirely. The Subscriber chooses to use the Provider's services solely based on these terms and not based on any information from third parties or external contractors.

The contracting parties, i.e., the Subscriber and the Provider, agree that by using the Provider's services, the Subscriber acknowledges, understands, and fully accepts the provisions of these terms. These define mutual obligations and related services.

The PROVIDER may require a written statement of acceptance of these General Terms and Conditions. This statement is made in two (2) identical copies, one of which is retained by each party. The Subscriber sends both completed and signed copies to the Provider's registered office. The PROVIDER checks the data, signs both copies, and sends one back along with access and administration details for the ordered services. The service order is considered established upon the Provider's activation. In case of incomplete documents or missing proofs, the PROVIDER is not obligated to establish a service relationship.

For any provisions not covered by these General Terms and Conditions, the provisions of the Obligations Code, Electronic Commerce and Electronic Signature Act, and the Consumer Protection Act shall apply accordingly. The PROVIDER may change these terms and the method of providing services at any time. The change takes effect on the date of publication on the Provider's website.

The PROVIDER may, but is not obligated to, notify the Subscriber via email or postal mail. The Subscriber is obliged to check the website regularly for updates. If the Subscriber disagrees with changes, they may terminate the services by sending a termination request as defined in Article 15. Termination becomes valid upon receipt and processing by the PROVIDER.



Article 3

The Provider and the Subscriber agree to act as responsible parties. Their statements shall be interpreted in good faith. Disputes shall be resolved amicably, and failing that, by the competent court in Ljubljana under Slovenian law.

These terms also apply if your service is managed by a person you authorized or instructed verbally or in writing. By using our services, you agree to abide by these terms and other relevant regulations

All rights and obligations arising from these General Terms and Service Orders apply without limitation to all legal successors of the Provider and Subscriber.

Article 4

The service provider reserves the right to modify the provisions of the General Terms and Conditions at any time and without prior notice to the Clients, in order to ensure compliance with applicable legislation and internal business policies. The date of the change shall be considered the date of publication on the website www.utrdba.eu.

Pricing and Commercial Terms

Article 5

All prices on the website are in euros (EUR) and do not include value-added tax unless otherwise stated.

Article 6

Payment for services is charged for the current billing period according to the valid price list. The price list is always published on the website of Utrdba d.o.o. and may



be changed for future periods without prior notice. The change takes effect on the date of publication.

For security reasons, services can only be paid for via pro forma invoice or invoice. New prices take effect on the first day of the month following the change in the price list. The PROVIDER informs the client of any changes to the price list on its website at the aforementioned address. Regular clients and contractual partners may pay for services based on an invoice, with a payment term of 8 days. The client is solely responsible for the correct entry of the business account number and reference number, as stated on the pro forma invoice. Furthermore, the client is obligated to provide accurate and truthful information necessary for ordering services and to keep this information up-to-date and correct. The PROVIDER will also notify the client of any changes via the provided contact addresses. If the client is unable to receive such notification, it is considered the client's responsibility.

Article 7

The Subscriber agrees to pay the Provider within 8 days of invoice issuance. If unpaid for 20 days, the Provider may suspend services after prior notice.

Notwithstanding the above, domain services are subject to specific lifecycle rules and may expire in case of non-payment regardless of the stated deadlines.

Duration and Termination of Subscription Agreement

Article 8

Upon ordering services, the Provider sends an offer to the Subscriber's email. The contract is considered concluded on the day the Subscriber's payment is received in the Provider's bank account.



Article 9

Either party may terminate the agreement in writing without notice if the other party commits a serious breach of the agreement.

Article 10

The Subscriber agrees to settle all obligations by the date of termination. In case of early termination by the Subscriber, a proportional refund is granted for any pre-paid period, unless the Subscriber committed a serious breach of obligations.

Article 11

The User may cancel hosting services no later than 8 days before the end of the current billing period. Cancellation must be submitted in writing. The Subscriber agrees to settle all outstanding obligations until termination.

The client expressly agrees that the financial liability of the PROVIDER in connection with the use of the PROVIDER's services is limited to the amount the client has paid for the use of such services. The client expressly agrees to release the PROVIDER from any liability in the event of any legal claim made by or against the client related to the use of these services. In the event of a lawsuit brought against us by a third party, we will require a written release of liability from the client. Should the client refuse to provide such written release, this will be considered a material breach of the General Terms and Conditions and will constitute grounds for termination of the service agreement and a claim for damages.



Right of Refusal

Article 12

The PROVIDER reserves the right, within 30 days of payment for registration or other services, to reject the registration or delete a domain from the registry. If the PROVIDER exercises this right, it will refund the Subscriber the amount paid for the rejected registration.

Konkurenca in varovanje podatkov

Article 13

The Provider and the Subscriber agree to keep confidential all business-related information acquired during their cooperation for the duration of the relationship and for at least three (3) years after its termination.

Article 14

(Access Data Protection)

The Subscriber is fully responsible for protecting login credentials and access to the administrative system and ordered services. The PROVIDER is not liable for any misuse resulting from the Subscriber's failure to secure access data and passwords.

Article 15

(Personal Data)

The Provider carefully protects personal data in compliance with European legislation (Regulation (EU) 2016/679 (GDPR) on the protection of individuals regarding personal data processing) and national laws.

The Provider is the data controller.



The Subscriber declares that the provided information during ordering is accurate and will ensure continued accuracy throughout the service period. All services are used at the Subscriber's own risk. The PROVIDER offers no warranties. All services are provided "as is" and "as available."

The Provider processes personal data based on law, contractual relationships, legitimate interest, or consent. Consent applies to sending commercial content and any other purposes explicitly agreed upon by the Subscriber.

Types of personal data may include:

- Identity and contact information (name, company, email, phone number, contact address)
- Professional information (client type, job title, function)
- Interaction records (inquiries, orders, support requests)
- Financial data (bank or card information)
- Web traffic data (IP addresses, device identifiers)

Article 16

(Data Collection Principles)

The Provider follows these principles:

1. Fair and lawful data processing
2. Purpose limitation and consistency
3. Data minimization and relevance
4. Accuracy and updates
5. Storage limitation
6. Compliance with individuals' legal rights
7. Appropriate technical, physical, and organizational safeguards
8. Proper notifications and consent for sensitive data

All contractors must comply with these principles. Despite all efforts, the Provider cannot guarantee zero-risk web communication.



In the case of domain registration, the Subscriber agrees that their information may be shared with the registrar and published in the WHOIS database. In the case of domain registration, the Subscriber agrees that their data may be shared with the registry and processed in WHOIS or RDAP systems in accordance with applicable data protection laws (including GDPR) and registry policies.

The Provider ensures continuous access to and the ability to edit personal data via user portals

Personal data is retained per legal requirements.

Article 17 (Data Processors)

As an individual, you acknowledge and agree that the provider may entrust certain tasks related to your personal data to other entities (data processors). The data processors may process the entrusted data solely on behalf of the provider, within the limits of the provider's authorization, and in accordance with the purposes outlined in these General Terms and Conditions.

By agreeing to these General Terms and Conditions, you consent to the provider transferring your data to data processors both within the EU and outside the EU, provided that data processing agreements are in place to ensure equivalent standards of personal data protection as in your country.

Article 18 (Purpose of Data Collection)

The Provider collects personal data to:



- To fulfill orders for products, services, and digital content. We collect this data to deliver your order, receive payment, inform you about the status of your order, and for the purpose of contract management.
- To respond to your inquiries. If you contact us, we retain your correspondence or comments, including personal data, in your personal file. This information helps us provide better service should you contact us again.
- To provide the technical support you request. Personal data is necessary to identify your systems, understand product configurations, diagnose your issues, and provide solutions.
- For relationship management purposes. This includes communication with you regarding products, services, and digital content you have acquired, ensuring you can make the most of them, including emails and newsletters. Location data, for example, may be used to suggest nearby product or support resources.
- To conduct surveys and opinion research. We collect personal data from individuals who volunteer to complete surveys or participate in research. This data is used to better understand our clients, measure satisfaction, and improve our products, services, and digital content.
- To ensure the security of our services and digital content, our operations and those of others, protect against fraud, and comply with our terms and this privacy statement. We may also investigate potential violations.
- To operate or manage our business, such as for quality control and consolidated reporting.
- For business continuity and disaster recovery.
- To send you marketing information about promotions, news, and new products or services via mail, fax, phone, SMS, email, and electronic communications, in accordance with applicable consent or opt-out requirements. Such communications may include special offers and information aimed at improving your online presence. You may unsubscribe from such communications at any time by sending a written request to info@utrdba.eu.
- To comply with legal obligations that we must adhere to, such as accounting and tax requirements.
- For any other purposes that are communicated to you.



Article 19 (Data Retention Period)

Personal data is retained for as long as necessary for the purposes outlined and as legally required. Retention periods depend on:

- Duration of the customer relationship
- Legal retention requirements
- Statutory limitations

Article 20 (Data Subject Rights)

An individual may request access to their personal data and ask for it to be corrected or deleted if it is inaccurate.

The provider will act in accordance with your rights to access and rectify personal data. You may inquire about the types of personal data the provider has stored or processed about you, and you will be granted access to your personal data regardless of the location of its processing and storage. If the personal data is inaccurate or incomplete, you may request its correction, and you also have the right to file a complaint with the supervisory authority.

Requests can be sent to the following address: info@utrdba.eu

In addition to the above rights, you may also request the deletion, restriction, or transfer of your personal data, and you have the right to object to the use of your personal data.



Article 21

(Data Breach Notification)

In the event of a personal data breach, the Provider is obligated to notify the competent supervisory authority, unless the breach is unlikely to result in a risk to the rights and freedoms of individuals.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, the Provider must also inform the affected individuals without delay, or, if immediate notification is not possible, without undue delay.

The notification must be made in a clear and understandable language.

Customer Technical Support

Article 22

The Provider is available to clients on business days between 8:00 AM and 4:00 PM. Technical support, which is generally provided via email at info@utrdba.eu, is available 24 hours a day, every day of the year.

The Provider is only obligated to respond to support requests that are submitted through the online administration pages for the ordered services or sent to info@utrdba.eu from the Client's contact email address provided at the time of ordering the services (hereinafter referred to as the Client's Email).

Article 23

By placing an order for the Services, the Client grants the Provider permission to send information, notifications, and survey questionnaires directly related to the Provider's services to the Client's Email for the entire duration of the contractual relationship.



Representatives and Responsibility Transfer

Article 24

Naročnik se strinja, da sprejema vse splošne pogoje in določila tudi v primeru, da je za njega storitev naročil njegov zastopnik (zaposleni, ponudnik Internet dostopa ali kako drugače povezana fizična ali pravna oseba).

Pravice in obveznosti ponudnika storitev

Article 25

The Provider's services depend on the general functioning of the internet network. On the side of the Provider's servers and their connection to the internet, the Provider will do everything within its power to ensure continuous and uninterrupted operation of the services.

Article 26

The Provider undertakes to perform technical maintenance on its servers between 11:00 PM and 7:00 AM. In the event of a planned interruption lasting more than 2 hours, the Client will be notified via email or through the Provider's website at least 2 days prior to the maintenance.

Article 27

In the event of a server connectivity outage to the Internet caused by the Provider, the Client is entitled to compensation in the amount of a proportional share of the subscription fee, as specified in the Order, for the duration of the outage. The Provider is not obligated to pay compensation amounts under €2.00.



Article 28

In the event of any action by the Client or User that is contrary to applicable Slovenian or international law, or in the case of a serious violation of the General Terms and Conditions, the Provider has the right to immediately terminate the provision of services to the User without prior notice, regardless of any business damage the Client may incur.

Article 29

The Provider may require the Client to remove information, services, or content, or otherwise restrict or prevent access to them, if they are potentially objectionable, harmful to the Provider, or in violation of the General Terms and Conditions.

The Provider reserves the right to disable scripts and applications that excessively burden the server or compromise its stability. Repeated disabling may result in the temporary suspension of the right to run scripts or applications, and in extreme cases, even the temporary suspension of the service package.

Disclaimer of Liability of the Provider

Article 30

The Provider shall not be held liable for any direct or indirect damage, including but not limited to loss of profit, loss of data, interruption of business, or other economic loss arising from the use or inability to use the Provider's services, unless such damage results from willful misconduct or gross negligence on the part of the Provider.

The Provider does not guarantee that the services will be uninterrupted, error-free, or completely secure. All services are provided "as is" and "as available," without any



warranties, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

The Provider is not responsible for the content, accuracy, or quality of information transmitted or made available through its services by the Client or any third party.

The Client agrees to use the services at their own risk and to take full responsibility for any damage or loss resulting from their use.

Rights and Obligations of the Client

Article 31

If there is a change in the information provided by the Client when ordering the services, the Client is obliged to notify the Provider of the change in writing no later than within 14 days from the date the change occurred.

Article 32

The Client is responsible for the confidentiality, protection, and use of access passwords and usernames for accessing the services, both for themselves and for their Users. The Client is responsible for the content of the services they provide, for the protection of confidential information, and for adhering to general moral and ethical standards. They must also comply with existing legislation regarding the publication and provision of information, services, and content, and are liable for all consequences of both permitted and prohibited use of the ordered services, for themselves and for their Users.



Article 33

The Client agrees to comply with copyright regulations and ensures that all information and other content published on websites will be free of copyright protection or made available for public use (in the public domain), except for content where the author explicitly requires otherwise. Unauthorized storage of copyright-protected documents (files) and software on the servers is not permitted.

Mass Email Sending (SPAM)

Article 34

Mass sending of electronic messages to recipients who have not previously given their consent is strictly prohibited and is considered a serious violation of the General Terms and Conditions, which may result in the immediate termination of service delivery.

In the event of a violation of the previous paragraph, the Client, who is also responsible for their Users, is obliged to compensate for the direct and indirect business damages caused or to pay a minimum compensation of €200.

Sending messages to multiple recipients at once is permitted only if the recipients have requested it, if the sender personally knows the recipient and believes the message will not be considered intrusive, or if the recipient has subscribed to a mailing list to receive such messages.

Domain Registration

Article 35

The domain name cannot be changed after payment and registration during the purchased registration period.



The domain registration services provided by the Provider are subject to the rules and procedures established by the respective top-level domain registries. Therefore, the Provider reserves the right to modify its offerings and General Terms and Conditions without prior notice.

For domain registration, the rules of the accredited registrar and the relevant registry shall apply and shall prevail in case of conflict with these General Terms and Conditions. By registering a domain, the Client also agrees to the terms of such third parties.

Utrdba d.o.o. acts solely as an intermediary (reseller) between the Client and the accredited registrar or registry.

Utrdba d.o.o. is not an ICANN-accredited registrar or a registrar of other domain registries, unless explicitly stated otherwise.

The registration, management, and deletion of domains depend on the rules and decisions of the relevant registry or accredited registrar.

Utrdba d.o.o. does not guarantee that a requested domain will be successfully registered, even if it was indicated as available at the time of order. A domain is considered registered only once confirmed by the registry or registrar.

The Client is the domain holder (registrant). The Provider may act as a technical or administrative contact.

Article 35a – Limitation of Liability (Domains)

Utrdba d.o.o. shall not be liable for:

- loss of a domain due to non-renewal or late payment
- decisions of the registry or registrar (e.g. deletion, suspension, transfer)
- disputes regarding domain name rights (e.g. trademarks)



- domain unavailability due to registry or DNS system changes

The Provider's liability is limited to the amount paid by the Client for the respective service.

Article 35b – Domain Lifecycle

Domains are subject to specific lifecycle rules (expiration, grace period, redemption), which may differ from general service termination rules.

In case of non-payment, a domain may expire regardless of general service suspension deadlines defined in these General Terms and Conditions.

Article 35c – Payments and Renewal

Domain renewal is subject to timely payment.

If payment is not received before the expiration date, the domain may expire and enter subsequent lifecycle phases.

The Provider does not guarantee automatic renewal unless explicitly agreed.

Article 35d – WHOIS and Data Processing

Domain holder data may be shared with the relevant registry and processed in WHOIS or RDAP systems in accordance with applicable laws (including GDPR) and registry rules.

The scope of publicly available data depends on the domain type and whether the registrant is a natural or legal person.

Domain-related data may be processed or stored by contractual partners (registrars or registries), including outside the European Union, with appropriate safeguards.

Article 35e – Registry Rights



The registry or accredited registrar reserves the right to:

- refuse domain registration
- temporarily suspend or deactivate a domain
- delete a domain

The Provider has no direct control over such decisions.

Article 35f – Domain Disputes

Domains may be subject to dispute resolution procedures (e.g. UDRP, ADR or other mechanisms).

In such cases, a competent authority may decide to transfer or delete a domain without the registrant's consent.

Unenforceability

Article 36

If any provision of these General Terms and Conditions is found to be unenforceable or only partially enforceable, this shall not affect the remaining provisions. The General Terms and Conditions as a whole shall remain valid regardless of the unenforceability or potential invalidity of individual provisions.

Order Cancellation

Article 37

The Client may cancel the service at any time and for any reason without a notice period.



Either party may terminate the agreement without notice in the event of a breach of obligations.

Termination of the service must always be submitted in writing, signed and stamped by the company and signed by the responsible person, or sent via email if the Provider is verbally informed beforehand. The Provider is not obliged to record verbal terminations. The termination of the service relationship becomes effective on the day the Provider receives the Client's request for termination. The Client agrees to settle all outstanding obligations to the Provider up to that date.

If the Client cancels the service before the end of the prepaid period, the Provider is obliged to refund the Client a proportional part of the paid amount within 30 days of receiving the termination request, calculated on a weekly basis.

If the Provider cancels the service before the end of the prepaid period due to a violation of the General Terms and Conditions by the Client, the Provider is obliged to refund the Client a proportional part of the paid amount within 30 days of receiving the termination request, calculated on a weekly basis and reduced by the costs associated with the termination of the relationship.

Jurisdiction Agreement

Article 38

Both parties mutually agree to designate the District Court in Ljubljana as the court of jurisdiction.

Komenda, 27.3.2025