## HASOFTNET SOLUTIONS – TERMS AND CONDITIONS

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# Introductory provisions

These Terms and Conditions for the use of services (hereinafter: Terms and Conditions, or Terms of Use) govern the relationship between the company Pentesto d.o.o, as the main service provider, and Hasoftnet Solutions, which operates as part of Pentesto d.o.o. and whose services are published on the website www.hasoftnet.com. In the following text, the term "Hasoftnet Solutions" will be used instead of "Pentesto d.o.o." and will refer to the services and operations provided by Hasoftnet Solutions. Furthermore, "User" refers to any legal or natural person who uses the services of the Service Provider (hereinafter: User).

For the purpose of understanding and interpreting the provisions of these Terms of Use as well as their application, certain terms used in these Terms of Use have the following meaning:

1. Agreement - an agreement concluded between the Service Provider and the User on the provision of Services, an integral part of which, regardless of the form in which it was concluded, are these Terms.

2. Site - refers to the Service Provider's website at www.hasoftnet.com

3. Service - includes all services listed on the Service Provider's page, which it provides to Users as part of its business activity;

4. User - every natural and legal person who uses the services of Hasoftnet Solutions, which includes natural persons who, in accordance with the Law on Consumer Protection, have consumer status;

5. Content - any material, data and information (including material of third parties) that the User publishes, stores or distributes using the Service

6. Rules - means the rules of acceptance of use, which are visible in Article 5 of these Terms

7. Price list- the valid price list of the Service Provider's services, which the service provider publishes publicly on its website, and the acceptance of which the User confirms and accepts by entering into a contract and accepting these Terms of Use.

8. Guarantee - 15-day guarantee that the Service Provider offers for its services. The warranty does not cover services such as domain registration and SSL certificates.

9. Owner - the owner of the service is considered to be the person who owns the main administrative e-mail address entered in the system. In cases where the person who owns the main administrative e-

e-mail address, is not at the same time the person who pays for the services that the service provider provides to the User based on the concluded contract and these Terms of Use, it will be considered that the Service Owner is the person who owns the main administrative e-mail address listed in the system, while the person making the payment, who is different from the person of the Owner of the service, will not be considered the Owner, but will only be authorized to work with accounts;

10. Main administrative e-mail address – *@hasoftnet.com and *@mg.hasoftnet.com - e-mail address that was entered when ordering the service or changed later by the user through the user zone, or by the Provider if the request was submitted by the user via the old main administrative e-mail address .

11. Hasoftnet Solutions owns the following domains: *@hasoftnet.com, *@mg.hasoftnet.com, *@arteoncloud.com/.net, *@mg.arteoncloud.com/.net

12. Service activation - service activation refers to the date of activation of the service leased by the User,

13. Service extension offer - written Service lease extension offer sent automatically to the User. The same can be sent by customer support at the request of the User. By paying for the service according to the issued Offer, the User is considered to have accepted the Terms of Use,

14. Billing - written Billing (bill/invoice) arrives when the User leases the service. The invoices are copied and saved in the system so that there are no doubts when the monthly, quarterly and annual invoices are due. When the invoice is due, the User immediately undertakes to pay the issued invoice so that there are no additional taxi charges after the end of the service.

# 1. Subject

- 1.1. The service provider undertakes to provide the User with the selected service package.

- 1.2. The characteristics of the selected service package are publicly available at www.hasoftnet.com, and are considered an integral part of the contract.

- 1.3. At the User's request, the Service Provider can provide the User with additional services from its offer, without the need for an annex. All provisions of the contract will also apply to additionally provided services.

## 2. Prices

- 2.1. The price list of all services provided by the Service Provider is publicly available at www.hasoftnet.com, and is considered an integral part of the contract.

- 2.2. The service provider will send an invoice to the User for the provision of services. An exception is the invoice for any overage due to the consumption of resources from the package, which can be sent later.

- 2.3. The user undertakes to settle the amount from the account within the due date.

2.4. In the event that the account is not settled by the due date, the Service Provider will set another deadline and notify the User. If the account is not settled even after the second deadline, the Service Provider will set a third deadline and inform the User, and temporarily stop the provision of services until the account is settled. If the invoice is not settled even after the third deadline, the Service Provider has the right to cancel the contract immediately and without any further notice, with which he has the full right to charge additional costs for late settlement of the issued invoice.

*... additional terms of Price and Payment are in other document called "General Payment Terms of Hasoftnet Solutions"*

## 3. General provisions

- 3.1. In the case of distance contracts, the Consumer Protection Act (AP 120/1, 121/1, 122/4), Chapter XIX applies. Contracts concluded at a distance, i.e. outside business premises from Article 39 to Article 41/1-4.

- 3.2. For the purpose of concluding and executing the contract, the Service Provider collects the following data from the User: company name (only for legal entities), first and last name, postal address, postal code, city, country, telephone number, e-mail address. The user agrees to provide his data only for the stated purpose, provides the data voluntarily, and guarantees that

the data is accurate, complete and up-to-date. The consequence of withholding data is the impossibility of entering into and executing a contract.

- 3.3. The service provider has the right to refuse a request for the provision of services:

    1. if there is a well-founded suspicion that data on the identity or legal capacity of the User, deficiencies in authorization or the right to representation, are inaccurate or untrue,

    2. if there is reasonable suspicion that the User intends to abuse the services, or enable a third party to abuse the services,

    3. in other cases determined by this contract.

- 3.4. The service provider has the right to distribute informative messages to the User by e-mail or in writing, about its services and those of its partners and information related to the use of services.

- 3.5. The User is obliged to notify the Service Provider by e-mail or in writing of any change in personal/contact data no later than 5 days from the occurrence of the change, otherwise it will be considered that the delivery was validly made based on the existing data.

- 3.6. The service provider undertakes to provide services with care, professionally and to the best of its ability.

- 3.7. The service provider may monitor the User's data on the servers or access to the User's data over the network, as necessary

    technical support, anti-virus and anti-spam scanning, prevention of hacker attacks, creation of a backup copy, determination of a possible violation of the contract, and other needs necessary for the execution of the contract.

- 3.8. The service provider does not guarantee the security of data transmitted over the Internet. The user can use a service with data encryption (end to end encryption) for more secure transmission.

- 3.9. Considering that the protection measures have been taken, the Service Provider does not give the User any guarantee, express or implied, that as a result of these measures, the possibility of the occurrence of problems has been completely removed.

- 3.10. At the User's request, the Service Provider will, in accordance with the regulations of the same organization, register or extend the requested

Internet domain in the name of the User, if the requested Internet domain is available.

- 3.11. The service provider has the right to change the characteristics of the services, the prices of the services, and the terms of service provision, with the condition of notifying the User at least 5 days in advance. In the event that the change is unacceptable to the User, he has the right to cancel the contract, without a notice period, until the effective date. In case of cancellation of the contract by the User, the Service Provider will return to the User any amount received from the User for the period after the changes come into force.

- 3.12. If either contracting party violates any provision of the contract, and after receiving notification of the breach from the other contracting party, refuses to accept the agreed provision within 3 days, the contract may be canceled immediately and without any further notice. In case of termination of the contract due to breach of the contract by the Service Provider, the Service Provider will return to the User any amount received from the User for the period after the termination of the contract.

- 3.13. The Service Provider shall not be liable to the User for any damage in the event of:

  1. failure in a hardware or software component,

  2. maintenance work on hardware and software components,

  3. a hacker attack on a hardware or software component,

  4. mistakes by the User, or breach of contract by the User,

  5. problems with the service provider to the Service Provider,

  6. problems beyond the jurisdiction of the Service Provider,

  7. the influence of force majeure.

   3.14. The total liability of the Service Provider for any damage to the User, which was caused by the fault of the Service Provider, will not exceed the amount of settlement received by the Service Provider from the User in the last 5 months.

# 4. Special provisions for the Service Provider

- 4.1. Maintenance of hardware and software components will be done between 22:00 and 03:00UTC +1time, except in extraordinary situations when there is a justified reason for it.

- 4.2. In the event of a planned outage of a hardware or software component lasting more than 15 minutes, the Service Provider will notify the User at least 1 day in advance.

- 4.3. The service provider undertakes that FTP, HTTP, POP3, SQL services (hereinafter: Services) will be available at least 99.90% of the time during one calendar month.

- 4.4. When determining the availability of the Service, the results of the Hasoftnet Solutions availability monitoring service will be authoritative.

- 4.5. In the event that the availability of the Service for a given calendar month is less than 99.80% due to the Service Provider's fault, the monthly bill will be reduced upon the User's complaint:

    1. 3% for service availability from 97.00% to 99.79%,

    2. 10% for service availability from 94.00% to 96.99%,

    3. 17% for service availability from 90.00% to 93.99%,

    4. 100% for service availability of 88.00% or less.

- 4.6. An interruption in the availability of the Service due to the following reasons will not be included in the calculation of availability:

    1. maintenance work on hardware and software components,

    2. a hacker attack on a hardware or software component,

    3. error of the User, or breach of contract by the User,

    4. problem with the service provider to the Service Provider,

    5. a problem beyond the jurisdiction of the Service Provider,

    6. force majeure

# 5. Special provisions for the User

- 5.1. The user undertakes to take appropriate technical, personnel and organizational protection measures against unauthorized disclosure and use of access data, such as username and password, which he received from the Service Provider.

- 5.2. The User agrees that the Service Provider has the right to temporarily limit or deny access to the services if it determines that the User has used

them for the following purposes. The user agrees not to use the services to:

1. violated or encouraged the violation of copyrights and related rights, patents, trademarks,

2. distributed or encouraged the distribution of illegal copies of software, software that can cause damage, illegal pornographic content, unsolicited email messages,

3. disseminated or attempted to disseminate threatening, violent, discriminatory, racist, defamatory, harassing content,

4. without the express permission of the owner of the data and the computer or network system, probed the vulnerability of the system, bypassed security measures, forged evidence of the origin of the traffic, monitored, changed or deleted data, or overloaded the computer or network system,

5. caused or attempted to cause damage to the Service Provider or a third party,

6. violated or attempted to violate the Rulebook from point 3.10,

7. violated or attempted to violate the items from point 3.11,

8. shared unlimited amounts of mail accounts, providing free web hosting and/or free email hosting. to third parties,

9. maliciously consumed unlimited traffic or prevented other users of the server from enjoying their work,

10. distributed crypto miners, i.e. mined crypto on its services,

11. committed or attempted to commit a legal offence.

- 5.3. The User will be responsible for any damage that may occur to the Service Provider or a third party due to the violation of any part of clause 5.2.

# 6. Duration

- 6.1. The contract is concluded for an indefinite period and enters into force on the date of signing by both contracting parties.

6.2. Either contracting party may cancel the contract by sending a written notice to the other contracting party, provided that it does so at least 10 days in advance. In case of termination of the contract by the Service

Provider, the Service Provider will return to the User any amount received from the User for the period after the termination of the contract.

- 6.3. In the event that less than 14 days have passed since the entry into force of the contract, the contracting parties may terminate the contract without a notice period. With the condition that he has not violated the contract, the User in that case has the right to a refund of the funds paid, minus the possible cost of registering an Internet domain or overages due to the consumption of resources from the subscription.

# 7. Sending unwanted content from the Hasoftnet Solutions network

- 7.1. Hasoftnet Solutions will implement technical measures to prevent the sending of fraudulent e-mails and spam from its infrastructure. We will monitor outgoing traffic from the service to port 25 (SMTP server) on the Internet using automatic tools. Outbound traffic will be monitored with minimal latency, without filtering or interception. These operations will be performed simultaneously, without direct interference between the services and the Internet. E-mails sent by clients will not be marked or modified, nor will any data other than statistical information be stored. This operation will be regularly and fully automated by Hasoftnet Solutions, without manual intervention when monitoring traffic to port 25 (SMTP port).

- 7.2. If outgoing traffic from the Client's service, including e-mail, is identified as spam or fraudulent e-mail, Hasoftnet Solutions will notify the Client by e-mail and disable the SMTP port on the server.

- 7.3. The client can submit a request to re-enable the SMTP port through their User Zone. Any new e-mail identified as spam will result in a new temporary blocking of the SMTP port by Hasoftnet Solutions, for a duration to be determined in Hasoftnet Solutions's sole discretion. In the event that the SMTP port is blocked for the third time, Hasoftnet Solutions reserves the right to refuse any future requests to re-enable the SMTP port.

- 7.4. Hasoftnet Solutions will not retain any copies of e-mails sent through the service's SMTP port, even if they are identified as spam.

# 8. Final provisions

- 8.1. The contract constitutes the entire agreement between the contracting parties. All statements, beliefs, promises and conditions not set forth in the

contract shall not be construed to in any way challenge, modify or affect the terms of the contract.

- 8.2. The contract replaces all previous oral, electronic or written agreements between the contracting parties.

- 8.3. The User confirms that the Service Provider provided him with all useful information related to the services he provides before signing the contract.

- 8.4. The contracting parties confirm that before signing the contract, they had the opportunity to consult with a legal advisor, and that each provision of the contract is legible and clear.



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