

TERMS OF USE

PLEASE READ THIS TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY ENTERING AND USING THE ELIPAY WEBSITE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF USE.

This document outlines the terms of use ("**Terms of Use**") of the website, operated by Eligma Ltd., a company incorporated and registered in Slovenia with the registration number 8106452000 and registered address at Letaliska cesta 33F, SI-1000 Ljubljana, Slovenia, EU ("**Eligma**", "**we**", "**our**" or "**us**") and located at <https://www.elipay.com> ("**Website**").

Please review our Privacy and Cookies Policy ("**Privacy and Cookies Policy**"), which together with these Terms of Use constitutes the agreement between you and Eligma when you are using the Website, and read them collectively.

If you want to participate in the Elipay system testing, please refer to our General Terms of Use of the Elipay Test System , available at our Website.

These Terms of Use and the Privacy and Cookies Policy constitute a valid and legally binding agreement between you and us. In case you do not agree to the Terms of Use or Privacy and Cookies Policy, you should leave the Website immediately.

The term "**you**" is defined by the user or a client of the Website and Eligma respectively.

1. ACCEPTANCE OF THE TERMS OF USE IN ORDER TO ENTER AND USE THE WEBSITE

- 1.1. These Terms of Use and the Privacy and Cookies Policy together define the conditions that you accept when using the Website and gain information, including texts, offers, proposals, news, graphics, photos and other materials that the Website contains (collectively "**Content**").
- 1.2. Your use of the Website is conditional upon the acceptance of these Terms of Use and upon the compliance of your actions with these Terms of Use. You are deemed to agree with the Terms of Use with the first use of the Website.
- 1.3. THESE TERMS OF USE APPLY SOLELY TO YOUR USE OF THE WEBSITE AND DO NOT GOVERN ANY OTHER LEGAL RELATIONS BETWEEN YOU AND ELIGMA. ALL INFORMATION ON THE WEBSITE SERVES EXCLUSIVELY AS A GUIDE FOR THE USE OF THE WEBSITE. ALL FURTHER ENGAGEMENTS IN BUSINESS RELATIONSHIPS, COOPERATIONS, ELIPAY SYSTEM TESTING, ETC. WILL BE GOVERNED SEPERATELY OR BY A DIFFERENT SET OF TERMS.

2. LIMITATION OF USE

- 2.1. We give you a personal, limited, non-exclusive and non-transferable right to use our Website for personal and non-commercial use in accordance with these Terms of Use. As a prerequisite for using the Website, you acknowledge and confirm that you will not use the Website for any purpose that is illegal, unlawful, unethical or inconsistent and/or contrary to the Terms of Use and the purpose for which the Website was created.
- 2.2. We reserve the right to investigate all violations of these Terms of Use, threats and unauthorised use of the Website and will act accordingly and in a manner, that is considered appropriate, including, among other things, reporting on the suspicion of illegal activities to the competent law enforcement authorities, the regulator or other third parties. If necessary and/or if required by law, we will disclose all the relevant information to the above stated authorities, including personal names, emails, IP addresses, search history, etc., all pursuant to the Privacy and Cookies Policy.
- 2.3. You may not use any software to obtain information about the use of the Website by other users and/or to identify their identity. You may also not duplicate the Website in any way and/or present yourself as Eligma and/or sell, rent, sublicense, loan, etc. any content from the Website, unless explicitly allowed in writing by us or by these Terms of Use.
- 2.4. You acknowledge that you will not perform any activities that would, at our discretion, constitute or represent a disproportionate and excessive burden on our Website and related infrastructure, activities that would in any way interfere with or attempt to interfere with the proper functioning of the Website, or would try to circumvent our measures to restrict access to the Website whatsoever, unless allowed in writing by us.

3. EXCLUSION OF LIABILITY

- 3.1. Unless expressly provided in these Terms of Use, we do not make any representations and exclude any warranties, expressed or implied, to the fullest extent possible under the applicable law regarding the relevance, reliability, availability, timeliness and accuracy of the information, the content of the Website and links to third party websites on the Website. The Website and information and content on it, as well as web site-related graphics, are provided without any warranty of ours of any kind.
- 3.2. The information we provide on the Website may be inaccurate or have typographical errors. We are not liable for any direct, indirect, punitive, incidental, consequential, and other damages or loss of data, profits, goodwill or reputation, personal injury or any other damage resulting from (i) your access to and use of the Website, (ii) your inability to use the Website, (iii) any information or content contained on the Website, (iv) your

information or material provided on our Website. The exclusion of liability applies regardless of whether the damage was caused by a breach of contract, liability for damages, negligence, strict liability or otherwise.

4. CHANGE OF THE WEBSITE

The content of the Website is for your general information and use only. We reserve the right to make changes, amendments, supplementations or modifications to the Website without notice.

5. RIGHT OF REFUSAL

We reserve the right to refuse anyone, at any time, access or use of the Website in whole or in part. We may do this if it is reasonably assumed that: (i) you have violated these Terms of Use, (ii) there is a possible legal risk or exposure of Eligma; or (iii) our provision of access to the Website is no longer economically or socially acceptable. We will do our best to inform you of the termination or blocking you as a user by email (if provided to us).

6. INTELLECTUAL PROPERTY

- 6.1. For purposes of these Terms of use intellectual property means all intellectual property rights and other similar proprietary rights in any jurisdiction, registered and unregistered, including, without limitation: (i) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin, the entire goodwill associated with the foregoing and registrations of, and applications to register, the foregoing; (ii) inventions, discoveries and improvements, whether patentable or not; (iii) patents, applications, provisional applications for patents, inventors' certificates and invention disclosures; (iv) non-public information, ideas, trade secrets and confidential information and rights to limit the use or disclosure thereof by any person; (v) copyrightable works, including writings, logos, images, texts, databases, computer software programs and documentation; (vi) copyrights, registrations or applications for registration of copyrights, and any renewals or extensions thereof; and (vii) moral rights ("**Intellectual Property**") available on the Website.
- 6.2. We reserve all rights, titles and interest to the Website and other Intellectual Property available on the Website. Unless otherwise indicated by us, all copyright and other intellectual property rights in all content, software, tools and other materials contained on the Website (collectively, "**Eligma Materials**") are the property of Eligma, our licensors or suppliers and you hereby agree to comply with all proprietary notices contained in the Eligma Materials and these Terms of Use.

- 6.3. Under no circumstances will these Terms of Use be construed as granting, by implication, estoppel or otherwise, a license to any Intellectual Property or components thereof other than as specifically granted in these Terms of Use. You agree that our Intellectual Property may be used only as provided in these Terms of Use. All rights not expressly granted herein are reserved.
- 6.4. We hereby grant you a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to access and use the Website for your personal use and strictly in accordance with these Terms of Use. Such license is subject to these Terms of Use and does not permit (i) any resale of the Eligma Materials; (ii) the distribution, public performance or public display of any Eligma Materials; (iii) modifying or otherwise making any derivative uses of the Eligma Materials, or any portion thereof; or (iv) any use of the Eligma Materials other than for their intended purposes. The license granted under this Section will automatically terminate, if we suspend or terminate your access to the Website.

7. MISCELLANEOUS

- 7.1. **Entire Agreement.** These Terms of Use and the Privacy and Cookies Policy represent the entire agreement and supersede all prior and contemporaneous understandings between you and Eligma regarding the use of the Website, unless otherwise provided in the General Terms of Use of the Elipay Test System. In the event of any conflict between these Terms of Use and any other agreement you may have with Eligma, the terms of that other agreement will prevail only if these Terms of Use are specifically identified and declared to be overridden by such other agreement.
- 7.2. **No Partnership.** These Terms of Use and any actions taken by you or us pursuant to these Terms of Use will not be deemed to constitute a partnership, unincorporated association or joint venture between you and us.
- 7.3. **Assignment.** These Terms of use will be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any of your rights or obligations under these Terms of Use without our prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights under these Terms of Use, in whole or in part, without obtaining your prior written consent or approval.
- 7.4. **Force Majeure.** We will not be liable for (1) any inaccuracy, error, delay or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond our reasonable control.

- 7.5. **Waiver.** Our failure or delay in exercising any right, power or privilege under these Terms of Use will not operate as a waiver thereof.
- 7.6. **Severability.** If any provision of these Terms of Use is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of the Terms of Use will remain in full force and effect to the greatest extent permitted by law. Any invalid or unenforceable portion will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid provision of the Terms of Use will be severed from these Terms of Use and the rest of these Terms of Use will remain in full force and effect.
- 7.7. **Amendments.** We reserve the right to make changes, amendments, supplementations or modifications to these Terms of Use at any time at our sole discretion and for any reason. We suggest that you review these Terms of Use periodically for changes. The amended Terms of Use will be deemed effective immediately upon posting.

8. APPLICABLE LAW AND JURISDICTION

All questions concerning the construction, validity, enforcement and interpretation of these Terms of Use will be governed by and construed and enforced in accordance with the laws of Slovenia, without regard to its conflict of law provisions or principles that would cause the application of the laws of any other jurisdiction, with exclusive venue for any litigation or other dispute resolution proceeding to be held before the courts of Slovenia.

9. CONTACT INFO

If you need to contact us in relation to these Terms of Use, please email us at: support@elipay.com

Eligma Ltd. (May 2018)