

General conditions of use of the E-commerce services within the Luka Koper Group

1 General provisions

These general conditions of use of the E-commerce services within the Luka Koper Group shall apply to the parent company Luka Koper as well as to its subsidiaries and associates included in the uniform IT support system: Luka Koper INPO, d.o.o., Luka Koper Pristan, d.o.o., Adria Terminali, d.o.o., Adria – Tow, d.o.o. and Adria Transport, d.o.o. (in the following text LUKA KOPER) and shall define the conditions, scope and way in which the services shall be performed, as well as the rights and obligations between LUKA KOPER, the Subscribers and Users of services.

2 Definition of terms

1. A **User** is a person who has a user account and uses the LUKA KOPER application web services (e.g. Portal Lunaris, CIP portal for E-accounts, IPS portal, EDI center 2, Forecast, TA Gate, Mentek WEB etc.).
2. A **Subscriber** is a legal entity which has executed a contract or appropriate agreement for the use of the LUKA KOPER E-services with the company LUKA KOPER or with its IT support providers, and has one or more users and/or user accounts.
3. A **Subscription relationship** is the relationship between the service provider and the Subscriber as the end user of services.

3 Safety and reliability of services

1. LUKA KOPER shall act with due care and diligence to ensure the availability of all E-commerce services 24 hours a day; however, LUKA KOPER does not guarantee that the E-commerce services will be performed without interruption, difficulties, mistakes or errors, and shall explicitly reject any and all objections or claims in this regard.
2. LUKA KOPER shall act with due care and responsibility to eliminate as soon as possible and on its own account any error, difficulty, interruption or mistake obviously caused by LUKA KOPER, whereby any liability of LUKA KOPER towards

its Subscribers or Users in this regard is explicitly excluded. In addition, LUKA KOPER shall eliminate any failure for which it is obvious that it was partly or entirely caused by the Subscriber, on the Subscriber's account and on the terms and conditions separately agreed between the provider of services and the Subscriber, on a case by case basis.

3. LUKA KOPER shall maintain the infrastructure in such a condition as to provide for the performance of services in line with adequate technical standards as well as pursuant to the terms and conditions stated in the contract or agreement.
4. LUKA KOPER reserves the right to change or eliminate the determined service parameters due to technological, legal or economic reasons.
5. In the event that the provision of services is temporarily or permanently suspended, the Subscriber shall not be entitled to reimbursement of cost or compensation.

4 Set-up and operation of E-commerce services; authorizations and obligations of Users

1. Access to the services and the use of services is possible based on the User's or the company's previous registration.
2. During the registration process, the User obtains a user name and (a temporary) password which has to be changed upon the User's first log-in. (It is recommended that the password consists of at least seven characters selected from among three types of alphanumerical characters.)
3. The User explicitly commits that during the application of the E-commerce services, he shall not act unlawfully or endanger information security (by phishing, transmitting illegal content, infringing intellectual property rights, collecting personal data or business secrets without authorisation, transmitting malicious software, changing content without authorisation, causing harmful communication interference in any direction, burdening the E-commerce services with unnecessary content, attempting phishing or similar) or incite third parties to do so.
4. The User commits to protect his personal password and electronic signature with due care and responsibility and to not disclose or give his password or electronic signature to any third parties. In addition, the User shall be held liable for any direct or indirect damage occurring as a consequence of unauthorised access to the system by third parties who take advantage of the User's password or electronic signature.
5. In addition, the User commits that by applying the general rules of professional use of E-commerce services and by observing the related warnings, instructions and recommendations, he shall meet the highest possible level of safety measures, thus reducing the risk of unauthorised access, data being compromised, or improper operation of the system. The User shall immediately

notify LUKA KOPER about all eventual security issues related to the use of the E-commerce services.

6. The Subscriber commits to immediately inform LUKA KOPER in writing about any changes requested in relation to the User's rights or about his request for the User's deletion from the system. LUKA KOPER undertakes to implement any such changes or requests within two working days following receipt of the written notification.
7. Should the Subscriber act against the provisions of these General Conditions, LUKA KOPER reserves the right to deny the Subscriber's access to the E-commerce services at any time.

5 Limitation of liability

1. LUKA KOPER is not responsible for the content of sent messages.
2. LUKA KOPER shall not be liable for any loss that the Subscriber, User or any third party incurs due to the interruption of operations, damage, repair or maintenance of the network or part of the network, its individual components or equipment that pursuant to the Subscription Agreement are connected to the network.
3. LUKA KOPER and its employees are in no case liable for loss of information, limited access to information, or any other accidental, indirect, unusual or consequential damage originating from the use of or inability to use the E-commerce services, including, but not limited to, the loss of revenue or expected profit, loss of good repute, loss of data, technical error, incorrect operation or other adverse events.
4. LUKA KOPER shall not be liable for any loss that the Subscriber, User or any third party incurs due to identity theft of the Subscriber or access by an unauthorised party.
5. LUKA KOPER shall not be liable for any loss incurred by the Subscriber due to force majeure, changes in legislation, application of resolutions adopted by a competent body, or due to any other reasons that LUKA KOPER has not been able to predict, eliminate or avoid.

6 Gathering, processing and protection of data

1. With the purpose of data protection, LUKA KOPER shall adopt all appropriate measures and apply methods and available resources which ensure the protection of data.
2. LUKA KOPER commits to deal with all sensitive data accessed by it during the implementation of services in line with the Personal Data Protection Act. As sensitive data, all information and data classified as such or designated as such by the legislation in force are considered.

3. In order to verify the credibility of information provided by the Subscriber in the Subscription Agreement, LUKA KOPER is entitled to obtain or examine such data with the competent body, institution, employer, bank or any other party involved in the processing of personal data.

7 Final provisions

1. Any disputes between LUKA KOPER and the Subscriber shall be resolved in an amicable way. In the opposite case, the controversy shall be devolved to the exclusive jurisdiction of the Court of Koper that shall resolve thereon in accordance with the law of the Republic of Slovenia.
2. These General Conditions shall come into force on 1 June 2017 and shall be published on the Company's website.

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