TERMS OF USE

All existing users of Setcor services and new users who order services accept all the terms set out in these Terms of Use (hereinafter referred to as the "Terms") and the Privacy Policy, the Data Processing Agreement and the Terms of The Associate Account.

1. DEFINITIONS

The meaning of the terms used in the content of these Terms:

- Setcor, Company, MyDataKnox: SETCOR d.o.o;
- User, Client: A private or legal person who uses or orders the services of the Company;
- End User: a private or legal person who uses the Service or a part of it on the basis of a legal relationship with the User;
- Inappropriate Materials, Inappropriate Content: Content that is offensive, defamatory, harmful, defamatory, malicious, obscene, pornographic, vulgar, threatening, illegal, infringes intellectual property rights, constitutes or incites a criminal offence, or contains a computer virus, worm, Trojan horse and/or other harmful computer code;
- Service: The service offered by MyDataKnox to existing and new Users;
- Page: MyDataKnox website at mydataknox.com;
- User pages: MyDataKnox website at https://user.mydataknox.com;
- Registrar: a service through which it is possible to register domains, i.e. a company authorized to register domains;
- CARNet: an organization authorized to manage .hr domains;
- ICANN: non-profit organization for domain system coordination, IP address space allocation, parameter allocation for protocols, etc.;

The following conditions apply to all MyDataKnox users:

2. MYDATAKNOX SERVICES

MyDataKnox Services include, but are not limited to:

- any act of preparing, adjusting, connecting, maintaining, terminating or reactivating the User's account (including billing data and the server, i.e. the server space delivered by MyDataKnox to the User);
- any use of computing, telecommunications, software, information, hardware and equipment by the User, or any access to said user enabled by MyDataKnox;
- any activity, or provision of the Service, by MyDataKnox to the User related to web hosting and domain registration (including server use and technical support), regardless of duration and whether it is paid for;
- any supply to the User of any computer space or internet connection;
- any access to or use in connection with the MyDataKnox website, including the sites themselves;
- any Service specified in these Terms;
- any Service provided to the User by MyDataKnox, whether used or not;

- any MyDataKnox Service used by the User, offered or provided to the User by MyDataKnox;

3. SLA

All Services are subject to SLA terms, and they are an integral part of these Terms. SLA terms are publicly available here https://mydataknox.com/hr/mydataknox-99-5-sla.

4. SUPPORT

MyDataKnox support is more closely defined by the Terms of Support, and they are an integral part of these Terms. Terms of Support are publicly available here: https://mydataknox.com/en/support-terms-and-conditions

5. ACTIVATION, USE AND TERMINATION OF SERVICES

1. **SERVICE ORDERING PROCESS**
   User can place an order for the Service using the MyDataKnox Page. Equally, the order can be made by MyDataKnox employees at the request of the User. The user can submit a request to support only in writing (by e-mail or by opening a support query through the User's site). MyDataKnox will issue an offer for the ordered Services to the User. The contract is considered concluded at the moment when the User submits to MyDataKnox a confirmation of his consent to conclude the contract. At the latest at the time of activation of the MyDataKnox Service, it will provide the User with a confirmation of the concluded contract and will provide him with documents that form an integral part of this contract in PDF format, if the documents in question have not already been submitted to the User.

2. **SERVICE ACTIVATION**
   When the User makes a payment, MyDataKnox will start the activation process of the Service.MyDataKnox will check the availability of the Service and if the same is available, the Service will be automatically activated, of which MyDataKnox will notify the User. In the event that, upon payment, it is established that the Service is not available or that the Service cannot be activated for any other reason, MyDataKnox will notify the User of the reasons why the Service cannot be activated and will offer him the lease of another Service or termination of the contract. In the event that the User decides to lease another Service, the process of ordering and activating the Services prescribed in paragraphs 1 and 2 of this Article 5.2 will be repeated, with the exception of payment for the Service when MyDataKnox will start the activation process immediately upon acceptance of the offer by the User if the fee for the lease of the Service is the same, i.e. immediately upon payment of the difference in fee by the User.In the event that in the process of activating the Service MyDataKnox determines that only some of the ordered Services is not available i.e. that it cannot be activated for another reason, MyDataKnox will inform the User thereof and will offer him (i) the lease of another Service, (ii) to terminate the contract in respect of the Service in question or (iii) to terminate the contract in relation to all services ordered. In the event that the User does not notify MyDataKnox of the selected option in accordance with this paragraph within the given period, MyDataKnox is authorized to completely or partially terminate the contract, of

which it will notify the User in writing.In the event that partial or complete termination of the contract in accordance with this Article, MyDataKnox will refund the paid fee relating to the Service in respect of which the contract is terminated or the refund of the entire amount paid for all ordered Services. activations of the Service for the reasons prescribed by this paragraph shall be appropriately applied by the provisions of Article 19 of these Terms.

3. **PAYMENT**

MyDataKnox Services are paid in advance and such payment is a prerequisite for the activation, use and extension of the Service. Payment will be considered made at the moment when the funds in full amount are paid to the company's giro account indicated on the offer, i.e. when the payment by card or PayPal is confirmed.

4. **THE BEGINNING OF THE LEASE**

The use of the Service requires functional computer equipment, software and other equipment that is necessary for the use of the Service and Internet access, which the User himself provides. MyDataKnox is not responsible to the User for any interruptions or errors in the Internet connection, or when transmitting data, as well as for any damage that could occur or arise due to such interruptions/errors to the User. On the basis of a special agreement, the User can arrange an Internet service with MyDataKnox. At the beginning of the lease, i.e. the beginning of the service is considered to be the date of activation of the same, unless the beginning is specifically defined by a special contract or agreement between the User and MyDataKnox.

5. **DURATION OF SERVICES**

The duration of the Service is valid from the beginning of the lease of the Service until the date of expiry of the Service, depending on the selected package by the User.

6. **EXPIRATION AND RENEWAL OF THE LEASE OF SERVICES**

The expiration of the Service is the last day of the Service and is defined on the offer/account. MyDataKnox will notify the User of the expiration of the agreed period and submit an offer for the renewal of the Service no later than the date of expiry of the agreed duration of the Service. The User may himself request the submission of an offer to renew the Service from MyDataKnox before the expiration of the agreed term. If the User pays the amount stated in the offer no later than the last day of the lease, the Service will be automatically renewed for the period specified in the offer or for another period agreed between the User and MyDataKnox. Otherwise, the Service will be suspended and the User may renew the Service within a further 30 days by paying the amount stated in the offer. The User is solely responsible for monitoring the duration of the lease of the Service and MyDataKnox is not responsible for damage that may occur to the User due to non-renewal of the lease of the Service on time. During the suspension prescribed by this paragraph, the User is not obliged to pay a monthly fee for the Services. In the event that during the lease of the Service there is a change in the price of the Service, the Service may be extended on the basis of such changed prices that will be stated in the submitted offer for the renewal of the Service. If the User does not want to renew the lease of the Service, he is obliged to notify MyDataKnox within 30 days of the expiration of the lease if he wants all data and other content, including backups, deletions or requests the submission of data and content by the User. If the User does not renew the Service and/or does notify MyDataKnox how it wishes to dispose of the content and data, MyDataKnox will decide on the disposal of the data and content and without delay confirm to the User that the data and all backupcopies have been deleted or inform him of the way in which he can download his data and content within a certain period after which the data will be deleted, including all backups, delete.

7. **DISPOSAL OF DATA AND CONTENT**
   Data and content may be made available to the User in the formats in which they were located in the production environment. The transfer of data to third parties is conditional on the possibility for a third party to receive data in such a format as well as other technical requirements that must be met to ensure the secure transfer of data from MyDataKnox to a third party. MyDataKnox is not obliged to transfer data to a third party if these conditions are not met and if there is a risk of unauthorized deletion and/or loss of data or other risks to data security and/or the Service.

8. **CHANGES TO SERVICE**
   The User can request at any time to change the reserved Service to a larger or smaller package. The request to change the leased package can be made through MyDataKnox user pages for all Services that offer automatic upgrades, i.e. by sending an inquiry to MyDataKnox support for all Services. The User will be charged a monetary difference for upgrading the Service to a larger package, which is calculated based on the price difference between the two packages. The difference is calculated in such a way that the price of the newly leased larger package is reduced by the already paid lease time of the current (smaller) package. Change of packages is not possible on all MyDataKnox Services.The possibilities of changing packages Services that do not allow automatic upgrading of packages are decided by MyDataKnox upon receipt of the User's request to change the package of the leased Service.

9. **SERVICE SUSPENSION**
   MyDataKnox may suspend the Service in whole or in a certain part after sending a written notice to the User in the following cases:

   - If the User or End User (i) presents a security risk to the Service or any other User of the Service, (ii) adversely affects or could adversely affect the servers of MyDataKnox, the Service or any third user of the Services, (iii) takes action and/or uses the Services in a manner that could cause damage for which MyDataKnox will be liable, (iv) act fraudulently or contrary to legal regulations; (v) abuse the use of the Service, (you) abuse the use of the Service in accordance with Article 13 of these Terms, or (you) harm MyDataKnox in another way;

   - If the User or the End User violates the provisions of these Terms;

   - If bankruptcy or pre-bankruptcy proceedings have been opened against the Beneficiary, or if the Beneficiary has initiated liquidation proceedings;

   - In other cases prescribed by these TermsFor the duration of the suspension prescribed by this Article, the User is obliged to pay a fee for the Services. During the suspension, the user is not authorized to take a SLA loan in accordance with the SLA conditions.

10. **CANCELLATION OF SERVICE**
    User is authorized at any time to cancel the Service for the duration of the lease, without giving a reason, by submitting a request to terminate the Service using the options available in the MyDataKnox user interface or by opening a support ticket query. Refund in case of early termination of the Service is governed by Article 10 of these Terms. In the event that the User cancels the lease of the Service before the expiration of the agreed time, in the cancellation notice he will notify MyDataKnox of the method of disposal of the data in accordance with paragraph 6 of this Article. MyDataKnox may cancel the Service for the duration of the lease without giving a reason by submitting a written notice at least 30 days in advance. During the notice period, the User is obliged to notify MyDataKnox, in accordance with paragraphs 6 and 7 of this Article 5, of the manner of disposal of the data. MyDataKnox may cancel the lease of the Service before

the end of the lease period by sending written notice to the User without notice and without the User's right to a refund of the fee for the remaining lease period if (i) in accordance with paragraph 9 of this Article he has the right to suspend the Service, (ii) if the contractual or other relationship with a third party under which MyDataKnox uses certain licenses, software or other technology necessary to provide the Service is terminated or terminated for any reason or if a third party requests a change in how the technology is used when providing the Service, (iii) if due to changes in the contract with third parties MyDataKnox is unable to provide the Service under the terms that existed at the time of conclusion of the contract, (iv) if this is necessary to comply with its legal obligations or requirements of the competent authorities, and (v) in other cases prescribed by these Terms. In the event that MyDataKnox has suffered damage exceeding the amount due to the activities that resulted in the cancellation of the lease of the Service that exceeds the amount due to the compensation for the remaining lease period, MyDataKnox is authorized to claim full compensation and in this case the provisions of Article 19.3 of these Terms shall apply accordingly.

11. **UNILATERAL TERMINATION BY THE USER WHO IS A CONSUMER**
The User has the right, without stating the reasons for this, to unilaterally terminate the lease agreement of the Services within 14 days from the date of conclusion of the contract by submitting the completed form for unilateral termination of the contract located on the Site or by other written notice by e-mail or by opening a request to support through the User Site. MyDataKnox will provide the consumer with a confirmation of receipt of the termination statement without delay. In the event of unilateral termination of the contract in the manner prescribed by this Article, the User is not obliged to pay a fee for the Services. MyDataKnox will not activate the Service before the expiration of the 14-day termination period referred to in this paragraph independently of the possible payment of the fee before the expiry of that period if the User has not given the express consent referred to in paragraph 2 of this Article. When ordering the Service by marking the appropriate option or during the acceptance of the offer, the User can give his explicit consent for the fulfillment of the contract to begin before the expiration of the 14-day period referred to in the previous paragraph. With such consent, the User loses the right to unilaterally terminate the contract in accordance with the provisions of the previous paragraph.

12. **REFUSAL TO PROVIDE SERVICES**
MyDataKnox has the right to refuse the request to provide the Services or to order the User:
- if there is a reasonable suspicion that the identity data of the User are inaccurate or untrue;
- if there is a reasonable suspicion that the User intends to misuse the Services or allow abuse to a third party;
- if there is a reasonable suspicion that the use of the Service will impair the stability of the Service to other existing users;
- if MyDataKnox has notified the User in accordance with paragraph 2 of the unavailability or inability to activate the Service, and the User, upon receiving the notification from MyDataKnox, re-orders the same Service;
- if MyDataKnox determines that the User is otherwise misusing the Site or ordering process;

- in other cases established by these Terms or based on MyDataKnox's own assessment.

13. **USER DATA**
User, if applicable, is obliged to ensure that persons authorized, on the basis of an employment contract or other legal basis, to conclude a lease agreement for the Service on behalf and for the account of the User use the official contact data of the User or other contact information notified by the User in order to ensure that the User can access the leased Services at any time regardless of the relationship between the User and a third party. MyDataKnox is not responsible or obliged to provide access to the User's leased Service in the event of data loss or in the event that the User is not able to access the e-mail address used when leasing the Service or if it is not listed as the owner of the Services.

6. DOMAIN REGISTRATION

1. The user confirms that he is familiar with the Regulations on the organization and management of the national top-level domain and other rules applicable to a particular domain and undertakes to comply with them.

2. Domain registration depends on whether a particular domain is free or whether the selected domain is subject to special conditions related to payment and the possibility of registering a particular domain, and MyDataKnox does not guarantee that the ordered domain will be registered. The aforementioned limitation of liability is not affected by the fact that by checking the availability of the domain during the order or before initiating the activation procedure in accordance with these Terms, the User received information from the Registry that the ordered domain is free since it is not possible to determine with certainty the availability or special conditions of domain registration before the start of the activation process.

3. If, during the activation process, MyDataKnox determines that the ordered domain is in the meantime occupied by a third party, i.e. that special contractual terms and/or special payment terms apply to the ordered domain, MyDataKnox will comply with Article 5.2 of these Terms. In a notification to the User in the event that special contractual provisions or special payment conditions apply to the ordered domain, MyDataKnox will inform about these provisions as well as the manner in which the domain in question can be registered.

4. In the event that the activation process determines that the ordered domain is not free or that special conditions apply to it, the provisions of Article 19 of these Terms apply accordingly.

5. The user is responsible for ensuring that the domain name complies with the provisions of the documents referred to in paragraph 6 and is liable for damage that may arise to a third party due to the registration of a domain infringing the rights of a third party. Changing the domain name after registration is not possible.

6. By accepting these Terms, the User accepts the rights and obligations prescribed by ICANN and registrars and confirms that he has read and is familiar with their content, which can be found at the following locations:– ICANN: https://www.icann.org/
– CARNet: https://mydataknox.com/en/ordinance-on-the-organisation-and-management-of-the-national-top-level-domain
– RESELLERCLUB: https://www.resellerclub.com/legal-agreements

7. ICANN stipulates that the User is obliged to provide real and verifiable contact information for registered domains. When registering or transferring a domain, the registrar will require the User to confirm their contact information.

8. The process of confirmation and change of contact information requires the User to have a valid e-mail address. The user is obliged to confirm his identity by taking the appropriate action described in detail in the e-mail message sent to his indicated e-mail address when renting the Services. If the User does not take appropriate action, the registrar can suspend the domain within 15 days. The suspension of the domain will be lifted and the User can start using the domain as soon as he performs the actions prescribed by this article.

9. The user is obliged to pay the amount stated in the offer for the extension of the domain until the expiration date of the lease of the domain. Notification and instructions for extension of the domain will be sent by e-mail to the User's e-mail address 30 days, 25 days, 10 days and 3 days before the expiration of the lease of the domain. Notwithstanding the above, the User is solely responsible for tracking the duration of the domain lease and MyDataKnox is not responsible for damage that could occur to the User due to the fact that the domain has not been extended on time. MyDataKnox does not guarantee or answer to the User for the possibility of extending the same domain or for extending the domain under the same conditions or for the same fee after the expiration of the lease of the domain. In the event that during the lease of the domain there is a change in the price of the domain or other conditions for registration of the domain, the domain can be extended on the basis of such modified conditions.

10. If the User does not pay the amount specified in the offer to extend the domain in accordance with the previous paragraph of this Article, the User may be charged penalties. Upon expiry of the lease period, the User will be provided with a modified offer that will include the appropriate amount of penalties and a new deadline for payment of the fee, i.e. if the User has given an order for the payment of the fee for the extension of the domain, but the payment has not been made in accordance with the provision of Article 5.3 of these Terms, the User will subsequently be informed of the difference that is necessary for the surcharge in the name of penalties due to delay in payment.

7. LIMITATIONS FOR USERS OF VIRTUAL AND DEDICATED SERVERS:

It is strictly forbidden to use the server for:

- running all types of game servers;
- cryptocurrency mining;
- torrent services;
- proxy services;
- various IRC bots and automated bots for social networks, etc.;
- all types of tools and services that facilitate illegal and/or malicious acts;
- all actions that interfere with the normal operation of the equipment and / or endanger the leased services of other Users;

8. LIMITATIONS FOR USERS OF WEB HOSTING SERVICES:

1. **Server Resources**
The user of each website that makes full use of the available server resources specified within the web hosting package (such as, but is not limited to: processor utilization, memory utilization and network resources utilization) has the option of upgrading the hosting package to a larger one in accordance with Article 5(8) of these Terms. Any web hosting account that significantly negatively affects the operation of the server will be suspended after sending a written notification.

2. **SCRIPTS**
Any script that poses a potential danger, or that may adversely affect server operation or network integrity, will be removed without prior notice. MyDataKnox does not allow the sharing of scripts with domains that are not hosted by MyDataKnox or any scripts that may be misused.

3. **MULTIMEDIA FILES**
Multimedia files are defined as any graphic, audio or video file. MyDataKnox web hosting accounts do not allow use for the purpose of distributing and storing large amounts of multimedia files. If the amount of such files exceeds 50% of the saved content on the server, such account will be checked and, if necessary, suspended.

9. TERMS OF PAYMENT OF SERVICES

The following terms constitute MyDataKnox's terms of payment for the Services and apply to all Users:

1. **CURRENCIES**
All amounts are shown in Kunas or Euros. The user has the option to select the desired currency. Conversions of the price from euro to Croatian kuna are carried out according to the current middle exchange rate of the Croatian National Bank on the day of payment.

2. **PAYMENT METHODS**
MyDataKnox accepts the following payment methods:
   - online card payments
   - online payment by PayPal
   - payment by payment to the company's giro account

3. **THE PAYMENT CYCLE / SUBSCRIPTION**
The payment cycle begins the moment the leased Service is activated. The user can change the payment cycle whenever he wants, but the new payment cycle becomes valid with the moment of expiration of the last cycle. The User is obliged to make a payment of the selected payment cycle when ordering the Service in accordance with Article 5.3 of these Terms.MyDataKnox, depending on the Service, offers several payment cycles for subscription services (recurring payments):
   - monthly payment (1 month)
   - quarterly payment (3 months)
   - semi-annual payment (6 months)
   - annual payment (12 months)

- two-year payment (24 months)
- three-year payment (36 months)
- five-year payment (60 months)

4. **QUOTES AND INVOICES**
   Each quote and invoice will be sent by e-mail with an attachment in PDF format. Every offer and every account can be viewed through user pages at any time.

5. **SPECIAL NOTES**
   When making payments to the MyDataKnox account, the User bears the possible costs of payment transactions (banking fees, etc.). Payment will be considered made at the moment when the funds in full amount are paid to the company's giro account indicated on the offer, i.e. when the payment of the full amount by card or PayPal is confirmed.

6. **OVERPAID INVOICES**
   If the User overpays the quote or the invoice, the excess amount will be added to the User's MyDataKnox account as a supplement to the User's profile in the form of credit points or will be returned to the bank account of the User from which the payment was made, depending on the User's decision. The user can use these credit points to reduce future payments, which the MyDataKnox system does automatically when creating new offers.

10. REFUND

1. In the event that the User cancels the lease of the Service within:- 30 days for Standard web hosting packages,
   - within 15 days for Advanced web hosting packages and Reseller hosting packages,
   - within 1 day for .me domains,
   - within 4 days for .biz, .com, .info, .net, .org and .tv domains,
   – within 14 days for .com.hr and .hr domains
   MyDataKnox will refund the paid lease fee of the Service, reduced by any costs of licenses, domains and/or other services leased from third parties for which no refund is possible. For a refund, the User is obliged to submit a written request by mail or email with an explanation of the request.

2. The request for a refund shall be submitted within the period referred to in paragraph 1 of this Article.

3. MyDataKnox will also make a refund in the event that the User terminates the contract or cancels the Service before the end of the lease period of the Service (i) for the reason for which MyDataKnox is responsible and (ii) when the User as a consumer unilaterally terminates the contract in accordance with applicable regulations, when the request for a refund should be submitted simultaneously with the request for termination of the contract or cancellation of the lease of the Service. The provisions of this paragraph do not apply if the leased Services relate to premium domains and other types of domains paid for under special conditions; all domains other than those referred to in paragraph 1 of this Article; License; virtual servers; dedicated servers; paid-for plugins with web hosting that MyDataKnox Services leases from a third party.

4. The User is not entitled to a refund of a proportionate portion of the fee in accordance with the provisions of this paragraph for the time when the Service was unavailable.

11. PRICE LIST AND PRICE CHANGES

1. All prices of the Services are available on the MyDataKnox website.
2. Prices are expressed without VAT, except in the order process where VAT is visible when inserting products into the basket.
3. MyDataKnox has the right and discretion to change prices and will notify users of such changes by publishing the revised price list on the website.
4. The price change does not apply to already created orders that have not been paid and to existing Users who have not expired the payment cycle, but the new price will be applied at the next lease period of the Service, which the User will be specifically notified when sending a notification in accordance with Article 5.6 of these Terms.

12. MISUSE OF THE SERVICE

1. **UNLAWFUL USE**
   MyDataKnox servers may only be used for lawful actions. The transmission, location and distribution of any information, data and materials that are or use of the Service in a manner that is contrary to the law or allows for a direct violation of the law, which violates the rights of third parties or which may be harmful to third parties, for the provision of the Services or the reputation of MyDataKnox are strictly prohibited. The above includes, but is not limited to: copyrighted material; Trademarks; trade secrets or other intellectual property rights used without appropriate authorisation; Inappropriate material; Inappropriate content.

2. **EMAILS AND SPAM**
   Sending mass and/or commercial unsolicited messages over the Internet (known as "spam") is strictly prohibited, regardless of whether it overloads the server or interferes with the Service to other MyDataKnox Users or not. Spamming includes, but is not limited to: participating in spamming using the MyDataKnox Service and referencing a website hosted on a MyDataKnox server in spam; direct sending from a server leased from MyDataKnox; sell or distribute software (on a website hosted on a MyDataKnox server) that allows spam to be sent.

3. **MISUSE OF COMPUTER NETWORKS AND SYSTEMS**
   Violation of the security of computer networks and systems is strictly prohibited and can lead to criminal and civil liability. Examples of such violations, without limitation, include:
   - unauthorised access to and use of data, systems or networks, including any attempt to sound, scan or test vulnerabilities of systems and networks, and to breach security or authentication measures without the explicit consent of the owner of the computer system or network;
   - disrupting any Service provided to MyDataKnox Users and server and/or network operation, including mail "bombing", "flooding" attack, deliberate attempts to overload the system and "broadcast" attack;
   - counterfeiting data of TCP-IP packages, e-mail headers or message headers on news groups.

4. **VIRUSES AND OTHER DESTRUCTIVE ACTIVITIES**
   Using MyDataKnox's Services or equipment to: create or send internet viruses, "worms" and "Trojan horses"; ping, flood attack or mail bombing or to participate in a DoS attack is strictly prohibited. It is forbidden for any User to participate in activities that are

intended to interrupt or disrupt the Services that MyDataKnox provides to its users, or activities aimed at disrupting and preventing MyDataKnox Users from effectively using The MyDataKnox Services and equipment (or any connected network, system, Service or equipment) or any other activities that may cause harm to MyDataKnox, MyDataKnox users or their computer system and equipment.

5. **OTHER ACTIVITIES**
An activity not specifically mentioned may also be considered a violation of the terms of the Terms or abuse of the use of the Service if it is unlawful, irresponsible, may lead to liability for damages to MyDataKnox, constitute destructive use of the Internet or any other activity that MyDataKnox determines is contrary to these terms or interferes with the provision of the Services to other users.

13. HANDLING IN CASE OF MISUSE OF THE SERVICE

1. In the event that MyDataKnox determines, on the basis of a login or when supervising the use of the Service, that the User is abusing the use of the Service will notify him of the abuse by written notice and set a reasonable time limit for compliance with the obligations assumed under these Terms.

2. If the User does not stop misuse within a reasonable time left by MyDataKnox, MyDataKnox will itself take the actions necessary to stop misuse of the Service, which may include suspending or cancelling the Service, deleting content or other actions that will restrict the use of the Service in whole or in part. If MyDataKnox is not able to eliminate the consequences of abuse, MyDataKnox has the right to unilaterally cancel the lease of the Service by sending written notice to the User without notice.

3. If misuse of the Service poses a risk to the security of computer networks and systems, other Users, third parties or may result in criminal or civil liability or liability for damages, when such actions are contrary to applicable regulations and in other cases when MyDataKnox deems it necessary, MyDataKnox will immediately suspend the User's use of the Service and leave him an additional deadline to comply with obligations assumed under these Terms. If the User does not align his actions with the obligations assumed under these Terms within the given period, MyDataKnox has the right to unilaterally cancel the lease of the Service by sending a written notice to the User without notice.

4. MyDataKnox may also take actions prescribed by this article against the End User of the Service if a breach has occurred through their actions.

5. MyDataKnox is not liable to the User for any damage that may indirectly or directly arise from actions taken in accordance with the provisions of this article.

6. The re-inclusion of the Service will be charged to the User 30€ + VAT, i.e. the equivalent in other currencies.

14. OWNERSHIP OF DATA AND HOSTED CONTENT

1. The owner of the User's website, the accompanying content and all accounts opened with MyDataKnox is an individual or organization whose name or title is listed as the owner in the MyDataKnox database.

2. The User guarantees To MyDataKnox that he has all the rights regarding the use and publication of the content and that the content of the User or the End User is not contrary to the applicable regulations, with the rights of third parties, nor does it constitute an abuse of the use of the Service. The User is fully responsible for the content placed and

stored on MyDataKnox servers as part of the leased Services and will compensate MyDataKnox for any damage incurred in connection with the Content of the User and / or the End User. MyDataKnox does not review or monitor the specified data and content that the User stores or transmits through the Use of the Service.

3. In the event of initiation of proceedings against MyDataKnox or requests by third parties or competent authorities regarding the Content of the User, the provisions of Article 19.3 of these Terms shall apply accordingly.

4. In the event that MyDataKnox determines, on the basis of a login or when supervising the use of the Service, that the User's content violates applicable regulations or poses a danger to the Service or its security or to other Users or is contrary to these Terms, the provisions of Article 13 of these Terms shall apply accordingly.

15. INTELLECTUAL PROPERTY

1. The user will not, except with the express written permission of MyDataKnox, copy, reproduce, further publish or otherwise, in part or in whole, use the materials available on the MyDataKnox website.

2. The User shall in no way misrepresent the link to MyDataKnox, introduce himself as MyDataKnox or claim to be a MyDataKnox User or that MyDataKnox in any way endorses, promotes, contributes to or approves the User's business.

3. User is not authorized to use the Service contrary to the purpose for which the Service was leased and is not authorized to modify, distribute, modify, translate or otherwise create derivative works of any content, program or other technology used by MyDataKnox in providing the Service, (ii) reverse engineer, disassemble or decompile, or use any other process to obtain the source code of any software involved in providing the Services as nor (iii) distribute, sublicense, or use the Software involved in the provision of the Services in any way other than as expressly permitted by these Terms or (iv) access or use the Service in a way that allows it to avoid paying compensation or circumvent limitations on the use of the Service or resource restrictions.

4. MyDataKnox undertakes to defend the User, including his representatives, employees personally and affiliates, against claims by third parties stating that the Use of the Service by the User violates the intellectual property rights of third parties and all decisions, judgments, arbitration awards and other binding orders of the competent authorities, including any settlements concluded, arising as a result of such claims, and to compensate for the damage and costs incurred in this regard, including the costs of legal and other advisers.

5. In the event referred to in the preceding paragraph, MyDataKnox will (i) acquire rights of use to use the Service or part of the Service that has been found to infringe intellectual property rights of third parties, (ii) replace or modify the Service or part of the Service that has been found to infringe intellectual property rights of third parties.

16. USER RESPONSIBILITIES

1. Users are required to use MyDataKnox's Services responsibly, including respectfor other MyDataKnox users.

2. The User is responsible for all actions taken under his user account, regardless of whether the responsible person of the User has approved such actions or whether such actions were taken by the responsible person of the User or his employees or by third

parties, as well as for the protection of access data and unauthorized access to his user account.

3. The User is obliged to provide and regularly maintain computer equipment, software and other equipment necessary to use the Service, including programs and/or applications developed or installed by the User when using the Service, including the implementation and regular maintenance of antivirus programs and other security protection systems, including the protection of physical security, which are reasonable, adequate and proportionate risk of unauthorised access, deletion or loss of data.

4. The User independently ensures the creation of backupcopies of his data and content and their storage in alternative locations in order to minimize the damage that may occur to him in the event that the Service is not available or that the User cannot access it or in other cases of unauthorized deletion of data or their loss or as a result of interference or lack of other application, programs and / or software used by the User or attacks against computer systems, data and/or programs, unless otherwise agreed between the User and MyDataKnox.

5. The user is obliged to cooperate with MyDataKnox regarding the prevention or correction of misuse of the Service and other unwanted activities. Refusal to take corrective and preventive measures necessary to prevent or eliminate the consequences of abuse is considered a violation of these Terms and MyDataKnox reserves the right to take the necessary measures in accordance with these Terms.

6. The User is responsible for providing an e-mail address that is not part of the Service or that does not depend on the Service, in order to maintain the possibility of two-way communication. If there is a need for contact, the e-mail address provided will be used for this purpose.

7. It is the user's responsibility to ensure that his contact information is current and up-to-date at any time of using the Service. MyDataKnox is not responsible for the inactivity of the Service due to outdated contact information or due to e-mail filters on the User's side that have prevented the receipt of notifications to the User.

8. The user can check or change this information through the User Pages, or he can contact MyDataKnox technical support via e-mail or phone.

9. Providing false contact information of any kind may lead to interruption of the Service, without prior notification to the User.

17. USER RESPONSIBILITY FOR RESELLER HOSTING SERVICE

1. The user remains solely responsible to MyDataKnox for all obligations assumed by accepting these Terms and other documents that form an integral part of these Terms regardless of the use of reseller hosting service and sub-lease services to End Users.

2. Service User must ensure that End Users comply with these Terms and that the legal business underlying their relationship contains rights and obligations that correspond to these Terms.

3. The User is responsible for supporting End Users and MyDataKnox is not obliged to act on the End User's request for support.

4. The user is responsible for all content that is stored or transmitted by end users. The user is considered the controller within the meaning of the GDPR and in accordance with the applicable regulations determines the purposes and means of processing personal

data, while MyDataKnox is considered the executor of the provision within the meaning of the GDPR and their mutual relationship regarding the processing of personal data is regulated by the Data Processing Agreement, which is available at the following link https://mydataknox.com/en/data-processing-agreement. The user is obliged to ensure that personal data is collected and processed in accordance with the GDPR and other regulations relating to the processing of personal data.

5. MyDataKnox will hold the User responsible for any conduct by End Users that violates the law or these Terms. The User is obliged to immediately upon becoming aware of the misuse of the Service by the End User to suspend the right of the End User to use the Service and access to the Content. The provisions of Article 13 of these Terms shall also apply appropriately in cases where MyDataKnox determines that the End User is abusing the use of the Service. MyDataKnox is obliged to suspend the right of the End User to use the Service or cancel the sub-lease of the Service and other cases when, in accordance with these Terms, MyDataKnox is authorized to suspend or cancel the Service to the User.

6. MyDataKnox is not responsible for the User's actions or omissions in relation to End Users. In the event of a claim by the End User against MyDataKnox, the provision of Article 19.3 of these Terms shall apply accordingly.

7. The user in the MyDataKnox reseller Services program assumes all responsibility for charging and technical support for End Users.

18. ACTIVITIES BY MYDATAKNOX

1. MyDataKnox undertakes to implement appropriate and commercially reasonable technical and organizational measures and to complement them with the progress of technical solutions in order to ensure, to a commercially reasonable extent, the protection of the Service and to minimize any interference or defects of the Service to a reasonable minimum as well as minimize the consequences that may arise to the User due to such interferences and/or defects.

2. MyDataKnox will without delay inform the User about the occurrence of an event that, according to MyDataKnox estimates, threatens the security of data and content and of the measures taken by it to prevent, eliminate or minimize its harmful consequences, including the description of the adverse event and if possible the consequences or likely consequences of the adverse event.

19. COMPENSATION

1. MyDataKnox is not liable for direct or indirect damage arising from any cause, including without limitation lost profits, or for loss of technology, data, suspension or termination of the Service or for any similar claims made by the User in connection with the use of the Service, which include without limitation damage or costs incurred by the User in connection therewith, unless the damage is caused by the intent or gross negligence of MyDataKnox, its employees or third parties for whom MyDataKnox is liable, and MyDataKnox's liability is in any case limited to the total maximum amount corresponding to the sum of 6 (six) monthly fees paid by the User for the use of the Service.

2. MyDataKnox shall not be liable for any damage incurred to the User, regardless of whether MyDataKnox could have prevented or reduced the damage, if (i) the User changes the software or program used to provide the Service or changes other functions of the Service contrary to these Terms, (ii) if the User uses a version of the Service that

is outdated or fails to upgrade the Service if the upgrade is under user control, (iii) if the damage is caused by information, content, program, software, data or other materials that the User has not received or acquired from MyDataKnox, including if the User has accessed or come into their possession by using the Service, (iv) if the User abuses the use of the Service or acts contrary to binding orders or recommendations of MyDataKnox, (v) when the damage is the result of actions taken by the User before the beginning of the lease period of the Service, (vi) when the damage was caused by an infringement of intellectual property by the User, (vii) in case of cancellation of the lease of the Service before the expiration of the term through the user's fault and (viii) in all other situations when the damage occurs for the reasons for which the User is responsible.

3. The User undertakes to defend MyDataKnox and its possible subcontractors, including their representatives, workers personally and affiliates from all claims, decisions, judgments, arbitration awards and other binding orders of the competent authorities, including any settlements concluded, arising as a result of the actions referred to in the preceding paragraph, and to compensate for the damage and costs incurred in this regard, including the costs of legal and other advisers.

4. The provisions of this Article shall also be applied accordingly when the actions taken by the End User are described here.

20. DISCLAIMER

1. The MyDataKnox Services are offered on the existing state of availability principle and without any warranties, expressed or implied, including but not limited to warranties of merchantability, fitness for a particular purpose or inviolability.

2. MyDataKnox expressly disclaims any representation or warranty that the MyDataKnox Services will be error-free, secure and uninterrupted.

3. No voice or written information by MyDataKnox or its employees can constitute a warranty, nor can the User rely on such information.

21. CONTRACTS WITH THIRD PARTIES

1. Certain Services or parts of the Service are the subject of a contract between MyDataKnox and third parties governed by special terms of use and lease of the Services. MyDataKnox, although it has chosen its partners with the quality and standard of service provision in mind, does not guarantee the quality, accuracy, reliability, suitability for a particular purpose, the existence or continuation of any specification of services or the level of provision of services that are the subject of a contract with third parties.

2. MyDataKnox for certain services is not able to check in advance, before starting the activation process in accordance with the provisions of these Terms, whether they are available or whether they can be rented under the conditions under which the User leases them, and the same cannot guarantee that the ordered service will be able to be delivered under the conditions under which the User has purchased it through the Site, since MyDataKnox does not have direct access to third-party records nor can it affect the terms and standard providing third-party services.

3. In the event of termination of the contract with a third party that results in the inability to use the Service or changes in the use of the Service, the provisions of Article 19.1 of

these Terms apply accordingly, provided that the compensation to the User may not exceed the amount of compensation related to the remaining duration of the lease of the Service.

22. THIRD-PARTY PRODUCTS

1. Any mention of third-party products that are not in any way related to MyDataKnox serves information purposes only and does not constitute an incentive or recommendation by MyDataKnox.

2. MyDataKnox cannot be considered a third-party agent or seller of third-party products and is not liable for direct or indirect damages, including lost profits, that could arise to the User through the use of third-party products.

23. JURISDICTION, APPLICABLE LAW AND NULIITY OF CERTAIN PROVISIONS

1. The applicable law to these Terms as well as other contractual relationships that are in connection with or arising out of these Terms and Use of the Service is the law of the Republic of Croatia, without the application of the provisions relating to conflict of laws.

2. The user agrees that the competent court in Zagreb is competent to resolve claims and disputes.

3. If, for some reason, any provision of these Terms is deemed or becomes invalid or unenforceable, such nullity shall not affect the remainder of these Terms and shall replace the null and void or unenforceable provisions which are acceptable to both parties, which by their validity, legality and enforceability are closest to the original intentions of the parties involved and have a possible economic effect

24. FORCE MAJEURE

1. MyDataKnox shall not be liable for non-performance or untimely performance of any provision of the contract if it is the result of force majeure, including without limitation, wars, riots, uprisings, civil unrest, natural disasters, earthquakes, fires, floods, explosions, lack of manpower or materials, transportation problems, accidents, embargos or state restrictions, pandemics, epidemics, or other circumstances including decisions of the competent authorities that prevent MyDataKnox from operating regularly, which could not have been foreseen at the time of the conclusion of the contract, nor could MyDataKnox have influenced them (collectively referred to as "Force Majeure").

2. MyDataKnox is obliged to immediately and in writing notify the User of Force Majeure and is obliged to indicate in the notice which obligations it cannot fulfill as a result of force majeure and an estimate of the duration of the period in which it will not be able to perform its obligations.

3. The contracting parties shall agree on new deadlines for the performance of obligations the fulfilment of which is affected by the event of Force Majeure. In the event that the Force Majeure event lasts longer than 30 days, the parties may cancel the lease of the Service in writing with immediate effect. In the event of a cancellation of the lease of the Service in accordance with the provisions of this paragraph, neither party shall be liable

for compensation for direct or indirect damage, including lost profits, that would arise to the counterparty.

4. Notwithstanding all the provisions of these Terms, the lack of financial resources will not be considered a force majeure, nor will any force majeure remove the User's liability for payment of incurred obligations.

25. NOTICE ON THE MANNER OF FILING CONSUMER COMPLAINTS

1. In accordance with Article 10(1) Pursuant to Article 10 of the Consumer Protection Act (Official Gazette 41/14 and 110/15), we enable users to submit a written complaint about the quality of our services.

2. The user can submit a written complaint in person or by mail to the following address: SETCOR d.o.o.Ul. Robertfrangeš Mihanovića 910000 Zagrebor by e-mail to the address info@mydataknox.com

3. MyDataKnox undertakes to notify the User of the receipt of the complaint.

4. In accordance with Art. 10th century. 5 of the Consumer Protection Act (OG 41/14), the User's written complaint MyDataKnox will be responded to in writing, no later than 15 days from the date of receipt of the complaint.

26. OUT-OF-COURT DISPUTE RESOLUTION

1. Article 105 of the Code of Civil Procedure. The Consumer Protection Act stipulates that the consumer may initiate dispute resolution proceedings against traders before the body for alternative consumer dispute resolution in accordance with the Alternative Consumer Dispute Resolution Act (OG 121/16, 32/19) before the bodies for alternative consumer dispute resolution determined by the Decision on determining the body and allocation of funds for alternative consumer dispute resolution for 2017 or another document adopted instead of the above.

2. The provision of the preceding paragraph shall not affect the resolution of mediation regulations in civil and commercial matters prescribed by special regulations.

27. ACCEPTANCE OF TERMS AND EXCLUSIVITY

1. The Terms, together with all other agreements for the provision of the MyDataKnox Services, represent the entire agreement between MyDataKnox and the User regarding the provision of the Service.

2. Unless otherwise agreed, exclusively in writing and signed by an authorized mydataknox representative, these Terms supersede any other written (including digitized/computerized) agreement or oral agreement.

3. These Terms are binding on the contracting parties and their universal legal successors. Neither party is authorized, without the prior written permission of the other party, to cede this agreement to any third party. MyDataKnox and the User agree that this prior written consent, especially in the case of assignment to affiliated companies, will not be denied without a valid reason.

4. These Terms and/or any other related individual agreement for the provision of the MyDataKnox Services are entered into exclusively between MyDataKnox and its Users and do not transfer rights to any third party unless otherwise agreed.

5. MyDataKnox reserves the right and discretion to amend the terms of these Terms. MyDataKnox will notify Users of changes to the Terms by posting them on the Website. Changes to these Terms for new Users shall enter into force on the day of their publication. The amended Terms apply to each new lease period and to any contract concluded after the date of their publication, while in relation to existing lease agreements they apply within 30 days from the date of their publication.

These Terms apply from October 27 2023.