

## (“Terms of Service”)

Date of last modification : **24. 11. 2023.**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS WEBSITE.

### **1. DISCLAIMER**

- 1.1 These Terms of Service of the AutoBrief Online Platform ("**Terms of Service**") govern the rights and obligations between the company or sole trader you represent and the company BRIEFD d.o.o. ("**BRIEFD**") in relation to your use of the AutoBrief Online Platform, which is accessible via the link <https://app.briefd.io/> ("**Platform**").
- 1.2 The platform is accessible only to legal entities and sole traders.
- 1.3 When registering a user account, you guarantee that you are a legal entity or sole trader and/or that you have the appropriate authorization to express the business intent of the economic entity on whose behalf and for whose account you are acting for or assenting to these Terms of Service. The term "you" or "Client" is used to refer to your employer or the economic entity of which you are the legal representative of.
- 1.4 By registering your user account, you expressly state that you assent to these Terms of Service together with their possible amendments and the policies to which they refer.

### **2. CHANGES TO THE TERMS OF SERVICE**

- 2.1 Briefd may change these Terms of Service from time to time, so we recommend that you occasionally review them in order to become aware of any changes. As a rule, the amended Terms of Service apply to you from the moment of extension or renewal of your subscription onwards. Briefd may amend these Terms of Service from time to time whereby the amendments shall apply from the moment of publication of such amended Terms of Service. In this case, we shall explicitly inform you in advance and in the event that you do not agree with the amended Terms of Service, you can contact us at [info@briefd.io](mailto:info@briefd.io) and cancel your subscription period before the amended Terms of Service take effect. In this case, you shall also receive a refund in relation to the Services you had already paid for but had not yet received.

### **3. DEFINITIONS**

- 3.1 Specific terms in these Terms of Service have the following meaning:
  - (a) **BRIEFD:** shall mean the company BRIEFD, družba za razvoj mobilnosti d.o.o. with its registered office at Štukljeva cesta 40, 1000 Ljubljana and company registration number 8588511000.

- (b) **Jointly Controlled Personal Data:** has the meaning ascribed to it in Article 17.2.
- (c) **Agreement:** has the meaning ascribed to it in Article 17.1.
- (d) **Record:** has the meaning ascribed to it in the Article 17.10.
- (e) **Client:** Refers to any legal or natural person who creates or registers a user account on the AutoBrief platform on behalf of and for the account of an organization or a sole trader engaged in the business of selling vehicles and related products and services.
- (f) **Platform:** Refers to the AutoBrief online platform which is intended for sellers of vehicles and related products and services and which is accessible via the following links <https://app.briefd.io>, <https://app.autobrief.io> and which enables the procurement process of vehicles, inventory management, issuing of invoices and documents and other functionalities, depending on the type of user account, fleet management, establishing of business relationships with third parties (other companies that provide products and services through the Platform), vehicle listings on online portals and social networks, a contact directory, vehicle valuation, vehicle auctions, conducting satisfaction surveys, business analysis and other services and functionalities that are listed on the website or on the BRIEFD platform.
- (g) **Client Data:** data entered by the Client or the User for the purpose of using the Platform.
- (h) **Shared Personal Data:** Refers to any personal data that is entered or transmitted by the Client or User of the Platform through the AutoBrief platform or in another manner or that is conveyed to BRIEFD in the form of personal databases collections or otherwise by business partners and which pertains to a natural person.
- (i) **Business Partner:** Refers to third parties that engage in business with BRIEFD based on a business cooperation agreement or a similar contract, such as auction platform administrators, insurance and financing providers for vehicle sellers and buyers and alike, as defined in 6.1.
- (j) **Research:** has the meaning ascribed to it in the Article 17.4.
- (k) **Joint Controllers:** has the meaning ascribed to it in Article 17.1.
- (l) **Service:** subscription services for the use of the Platform which are provided by BRIEFD to the Client via the websites <https://app.briefd.io/> and <https://app.autobrief.io>.
- (m) **Technical Issues:** Means an issue defined in 11.2.
- (n) **User:** Refers to the employees of the Client who have been authorized by the Client to use the Platform.
- (o) **Registered User Account:** refers to a subscription for the use of the Platform by an individual User, which has been purchased by the Client within the selected package, on the basis of which the User has the right to access and use the Platform in accordance with these Terms of Service.

(p) **User Generated Content:** Refers to the content defined in 18.1.

#### **4. OPEN SOURCE SOFTWARE OR LICENSES AND OPEN SOURCE LIBRARIES**

4.1 In the development and operation of the Platform Briefd also uses open source software or licenses and open source libraries. For more information about the open source software, licenses and open source libraries used, please visit [autobrief.io/OpenSourceLicencesEN](http://autobrief.io/OpenSourceLicencesEN).

#### **5. USE OF THE PLATFORM**

5.1 Subject to the Client's payment of the subscription fee or the selected package in accordance with these Terms of Service and subject to the limitations of this Article 4 and other conditions of these Terms of Service, BRIEFD grants to the Client a non-exclusive, non-transferable right to use and license for the use of the Platform, without the right to grant sublicenses, which allows the Users to use the Platform for the duration of the subscription period, exclusively for the purposes of the internal business needs of the Client.

5.2 In relation to the Users, the Client undertakes to:

- (a) not allow or permit the use of a single Registered User Account by more than one individual User;
- (b) each User shall keep a secure password for the use of the Platform and shall keep their password confidential and shall immediately notify BRIEFD in the event of unauthorised access;
- (c) authorize Briefd in relation to an audit of the Services in order to determine the name and password of each Authorized User.

5.3 During the use of the Platform, the Client shall not access, store, distribute or transmit any harmful (malware) or unethical software code or any material that:

- (a) is illegal, harmful, threatening, defamatory, obscene, breaches rights, harasses or is racially or ethnically offensive;
- (b) facilitates the execution of illegal activities;
- (c) displays sexually explicit images;
- (d) promotes violence;
- (e) is discriminatory in relation to race, gender, skin colour, religious beliefs, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and BRIEFD reserves the right, without liability or without affecting its other rights towards the Client, to disable the Client's access to any material that violates the provisions of this Article5.3.

5.4 The Client shall not:

- (a) unless allowed by any applicable law which cannot be excluded through an agreement between the parties and only within the limits explicitly permitted by this Contract:
  - (i) attempt to copy, modify, duplicate, create derived works of, mirror, republish, transfer, exhibit, transmit or distribute the entirety or any part of the Platform (as applicable) in any form or medium or by any other method; or
  - (ii) attempt to decompile, reverse translate, disassemble, reverse engineer or otherwise reduce to human perceivable form any part or the entirety of the Platform; or
- (b) access to any part or the entirety of the Platform in order to create a product or service that competes with the Platform; or
- (c) use the Platform to provide services to third parties; or
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise make available for commercial use, or enable access to the Platform to any third party, other than Users, or
- (e) introduce or allow the introduction of any harmful (malware) or unethical software code into the BRIEFD network and/or information systems.

5.5 The Client commits to exerting all possible efforts to inhibit any unauthorized access or operation of the Platform and to promptly report to BRIEFD in the event of any such unauthorized access or activity.

5.6 The rights granted under this Article 5 shall be granted only to the Client and shall not be deemed to be granted to any subsidiary or parent company of the Client.

## **6. EXTERNAL PROVIDERS**

6.1 The Client confirms that they are aware that the Platform may enable or assist in accessing website content and offerings of products and services by third parties (insurance, financing, vehicle auctions, vehicle listings on third-party websites, ...) (“**Business Partners**”), namely through the use of plugins or system connections, and that it does so solely at its own risk. For the use of plugins, websites and the purchase and sale or use of services offered or managed by Business Partners, the terms set by the providers of these products and services apply. Their use is the sole responsibility of their provider. Every contract concluded and every transaction carried out through any website or plugin under the control of a third party shall be between the Client and the relevant third party and not between the Client and BRIEFD. BRIEFD recommends that the Client rely on the terms and conditions of the website or plugin under the control of a third party as well as the relevant privacy policy before using the relevant website or plugin under the control of a third party. BRIEFD does not endorse or approve any website or plugin under the control of a third party or the content of any website or plugin under the control of a third party that is available through the Platform. BRIEFD does not provide any warranty, guarantee or commitment

and assumes no responsibility or obligation in relation to the content or use of or correspondence with any such third-party website or plugin under the control of a third party, or any completed transactions and any contract that the Client had entered into with any such third party.

## **7. OBLIGATIONS OF BRIEFD**

### **7.1 BRIEFD:**

- (a) does not guarantee that:
  - (i) the Client's use of the Platform shall be uninterrupted or error-free;
  - (ii) the Platform shall meet the Client's requirements;
  - (iii) the Platform shall be free of vulnerabilities;
  - (iv) that the Platform is usable and suitable for the specific purposes of the Client;
  - (v) the accuracy, precision, completeness, reliability, correctness or usefulness of the data on the Platform generated by BRIEFD or its Business Partners, and the security, reliability, and accessibility of the Platform;
  - (vi) the Client Data transmitted, stored, or created shall not be lost, damaged or destroyed in any way;
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transmission of data over communication networks and facilities, including the internet, and the Customer accepts and acknowledges that the Services and Documentation may be subject to limitations, delays, and other problems associated with the use of such communication facilities.

7.2 BRIEFD guarantees that it has and shall maintain all necessary licenses, consents, and permissions required to fulfill its obligations under these Terms of Service.

7.3 The Client's sole and exclusive legal remedy against BRIEFD is to request that BRIEFD make reasonable efforts to recover lost or damaged Client Data from the most recent backup of such Client Data maintained by BRIEFD. BRIEFD is not liable for any loss, destruction, alteration, or disclosure of Client Data caused by any third party (except those third parties contractually engaged by BRIEFD to perform services related to the maintenance of Client Data and backups, for which BRIEFD remains fully responsible).

## **8. OBLIGATIONS OF THE CLIENT**

### **8.1 The Client shall:**

- (a) without affecting their other obligations under these Terms of Service, comply with all applicable laws and regulations in relation to its activities under these Terms of Service;

- (b) timely and effectively fulfill all other obligations of the Client as set out in these Terms of Service;
- (c) use the Platform in accordance with these Terms of Service and be responsible for any breach of these Terms of Service.

8.2 The Client owns all rights, titles and interests in all Client Data other than Personal Data and is solely responsible for the legality, reliability, completeness, accuracy and quality of all such Client Data.

## **9. USER ACCESS**

9.1 The use of and access to the Platform is provided to Clients who have a registered a user account.

9.2 When registering for a user account, you shall be required to disclose certain personal information to BRIEFD; such as your name, email address and alike, and details of the organization you represent; such as, but not limited to, the company, the address of the registered office or the place of business. By registering, you affirm that you have provided accurate and complete data.

9.3 In the event that this data changes, the Client undertakes to promptly updating the data on the Platform in the settings within their user account or, in the event of technical problems with updating, notify Briefd about the change at **info@briefd.io**.

9.4 You may use and access the Platform in connection with a compatible email account. Your rights to use the Platform are non-exclusive and non-transferable.

9.5 You can access the Platform online with any compatible device that has Internet access and is equipped with the appropriate hardware and software that supports the use of the Platform. To ensure the device compatibility, you must regularly update your browser and plugins, otherwise incompatibility may result in impaired operation of the Platform, for which BRIEFD is not responsible.

9.6 BRIEFD may occasionally change the appearance, functionalities and scope of the services offered by the Platform at its sole discretion.

## **10. USER ACCOUNTS AND USE OF THE PLATFORM**

10.1 The scope of the Platform's functionality depends on the type of the purchased user account that had been selected at registration and is accessible in the user interface settings. The Client can find more information about the types and functionalities of each user account on the Platform within the settings of their own user account.

## 11. TECHNICAL SUPPORT FOR USERS

- 11.1 BRIEFD strives to provide Users with fast and efficient free technical support for the use of the Platform and its individual services and functionalities. Users may contact our team for technical support, assistance with any technical problem or issues related to the Platform.
- 11.2 For the purposes of these Terms of Service, a technical problem (“**Technical Problem**”) **refers** to any error or issue that prevents access to the Platform or its normal operation and which is not the result of an error by the User.
- 11.3 Technical support includes:
- (a) explanations and instructions for the use of individual functionalities of the Platform;
  - (b) confirming and fixing Technical Problems within the scope of the guarantees of this Agreement.
- 11.4 The user can request BRIEFD support services via the Platform by clicking on the Need help button in the menu, via e-mail at [info@briefd.io](mailto:info@briefd.io) or by calling +386 (0)1 828 01 81. Our technical support team is available every business day between 9am and 5pm local time.
- 11.5 BRIEFD shall provide user support services either through remote access or on the Client's premises if necessary, provided that the Client provides adequate access for the purpose of providing the services.
- 11.6 The Client shall, upon the request of BRIEFD, provide the authorized person with complete and accurate information necessary to determine the method of support to the Client and to fix technical issues.
- 11.7 When processing technical support requests, we prioritize requests based on urgency and the impact of the issue. We shall prioritize fixing critical issues that prevent the use of the Platform or Services.
- 11.8 BRIEFD reserves the right to refuse the provision of technical support services to the Client if:
- (a) the Client does not use the Platform in accordance with its intended purpose and instructions, as well as with these Terms of Service;
  - (b) the Platform or its individual part or functionality has been modified, adapted or integrated with third party software without the required consent of BRIEFD;
  - (c) the technical issue arises from technical deficiencies of the Client's hardware or software, their negligence, improper use of the Platform, or if fixing the technical issue would require changes or adjustments to the technical deficiencies of the Client's hardware or software.

11.9 The elimination of errors and technical issues with the Platform, which are the result of improper use by the Client and require the intervention of technical personnel, represents the Client's expense. Briefd shall inform the Client about the scope of the works and their estimated cost prior to fixing the errors referred to in this Article 11.9 and shall commence the work only after the Client has confirmed the estimate cost of fixing the errors and technical issues with the Platform.

## **12. SUBSCRIPTION AND CHARGES FOR USING THE SERVICE**

12.1 By registering a User Account on the Platform, the Client enters into a subscription relationship with BRIEFD and commits to pay the subscription fee for using the Platform, as well as a fee for individual additional services or functionalities, which are billed according to the type of User Account and services in accordance with the terms set out in the pricing section, available to the Client at the time of registration or accessible in the settings of the user account.

12.2 The billing period for the subscription payment and the payment deadline are agreed with the Client in a specific part of the agreement.

12.3 BRIEFD reserves the right to change the pricing section and payment terms, with each change taking effect from the billing period following the period in which the Client is informed of the change through the Platform or via the email address associated with the User Account.

12.4 In the event that the Client does not agree with the change in the amount of the subscription or compensation for an individual service or functionality, the Client may withdraw from the contract in accordance with Article 13 of these Terms of Service.

12.5 In the event of a conflict between the provisions of the pricing section and a special offer or individual contract with the Client, the terms of the latter prevail.

12.6 All amounts and fees mentioned or referred to in these Terms of Service or a specific part of the contract:

- (a) are payable in EUR;
- (b) are, unless explicitly stated otherwise, non-refundable and irrevocable;
- (c) are, unless explicitly stated otherwise, exclusive of VAT, and VAT is charged on them in accordance with the applicable regulations.

## **13. TERMINATION OF THE SUBSCRIPTION**

13.1 **Regular termination at the request of the Client:** The Client may at any time, without the need to state any reason, cease using the Platform and cancel their User Account by contacting the customer support department. The subscription shall terminate at the end



of the current billing interval. BRIEFD shall not refund any part of the paid Subscription for the current billing period, unless expressly provided otherwise in these Terms of Service.

13.2 Without affecting any other right or legal remedy available to it, either Party may terminate the subscription with immediate effect by providing written notice to the other party if:

- (a) the other party fails to pay any due amount under these Terms of Service or the contract that is based on them by the due date and remains in default at least 30 days after being notified in writing of the delay;
- (b) the other party commits a material breach of any other provision of these Terms of Service and (if such breach is remediable) fails to remedy that breach within 30 days after being notified in writing to do so.

13.3 Upon the termination of the subscription for any reason:

- (a) all licenses and rights granted under these Terms of Service immediately cease to be effective, and the Client must immediately stop using the Platform;
- (b) all rights, legal remedies, obligations, or liabilities of the Parties that have arisen up to the date of termination, including the right to claim damages in relation to any breach of the agreement that existed at or before the date of termination, are not affected or compromised.

13.4 Upon the termination of this agreement for any reason, BRIEFD shall:

- (a) permanently and irreversibly delete all data related to the terminated user account from its servers within three months of the termination.
- (b) retain anonymized data necessary for the proper and smooth operation of the system and data that shall be appropriately anonymized for the purposes of monitoring the use of BRIEFD's systems and services.

#### **14. CLIENT'S GUARANTEES**

14.1 You represent and guarantee that:

- (a) you are at least 18 years old and have the appropriate authority to register an account, accept the Terms of Service, and use the Platform on behalf of and for the account of the employer or other organization you represent;
- (b) all the information you provided when creating the account is accurate and complete;
- (c) you shall not share derivative content whose distribution would violate the material or moral copyright rights of third parties.

#### **15. RESPONSIBILITY OF THE CLIENT**

15.1 The Client is responsible for every action that occurs through the use of their user account on the Platform, except if BRIEFD is notified of a breach in relation to the user account. The

Client accepts the responsibility of updating their billing information and ensuring that all costs are paid on time. The Client is also responsible for all costs incurred in connection with the Client's account, regardless of whether the Client had approved them or not.

- 15.2 The Client shall hold harmless and indemnify BRIEFD, its employees, responsible persons, agents, affiliated companies, third parties that had been engaged to carry out their services, and BRIEFD's Business Partners from any potential damage, costs, and legal or administrative actions, including legal and attorney fees, in cases where they arise as a result of the Client's breach of the Terms of Service or the Client's infringements of third-party rights.
- 15.3 BRIEFD reserves the right, which it may exercise at its own discretion, to undertake its own defence in any matter that is subject to this Article. In such case, the Client shall cooperate with BRIEFD in the establishment of any defence.
- 15.4 In the event that multiple individuals can access a single user account and it is not possible to determine which of them had breached the provisions of these Terms of Service, the Client shall bear objective responsibility. The Client agrees to indemnify and hold harmless BRIEFD, its licensors and service providers, as well as their directors, employees, contractors, agents, licensors, suppliers, successors, and assignees against any claims, liabilities, damages, losses, costs, commission or reward payments, expenses, or fees (including reasonable attorney fees) arising from or related to the Client's breach of these Terms of Service or the Client's use of the Platform or services.
- 15.5 In the event that the Client has a trial period subscription, access for such Client shall be disabled immediately after the expiration of the trial period.
- 15.6 The Client independently assumes responsibility for the accuracy and completeness of the data they enter in connection with their use of the Platform or its functionalities.

## **16. TRANSMISSION OF PERSONAL DATA OF THIRD PARTIES**

- 16.1 By using the Platform and individual BRIEFD tools and functionalities, the Client transmits Personal Data of persons associated with the Client's organisation (users and employees and Business Partners) and third parties (end customers of vehicles and related products and services).
- 16.2 The Client guarantees that such data transmission complies with the provisions of the Privacy Policy, available on the BRIEFD portal and website: [autobrief.io/PrivacyPolicySL](https://autobrief.io/PrivacyPolicySL).

## **17. MUTUAL AGREEMENT BETWEEN JOINT CONTROLLERS ON THE PROCESSING OF PERSONAL DATA IN THE CONTEXT OF CONDUCTING RESEARCH**

- 17.1 **Joint Controllers.** The Client and BRIEFD ('**Joint Controllers**') enter into this mutual agreement on the processing of the Personal Data ('**Agreement**'), as they jointly determine the purposes and means of processing Personal Data which is collected and processed

within the scope of their business cooperation when performing Research, whereby in this sense they are acting as Joint Controllers (Article 26 of the GDPR).

- 17.2 The Client agrees to provide the received Personal Data of third parties ("**Jointly Controlled Personal Data**") (end customers of vehicles and related products and services) to BRIEFD, who in turn agrees to use the data in accordance with the terms set out in this Agreement.
- 17.3 **Purpose of concluding the Agreement .** This Agreement establishes the framework for the exchange (co-use) of Jointly Controlled Personal Data, which the Client obtains through the use of the Platform and discloses to BRIEFD. The Agreement defines the principles and procedures that are to be followed by the Joint Controllers as well as their mutual obligations and responsibilities.
- 17.4 **Purpose of processing.** The Joint Controllers agree that they shall process the Jointly Controlled Personal Data exclusively for the purpose of conducting research on the automotive market, customer satisfaction with purchases and services ("**Research**"). The Joint Controllers shall not process the Jointly Controlled Personal Data in a manner that is incompatible with the purposes specified in this Agreement.
- 17.5 **Jointly Controlled Personal Data.** During the duration of this Agreement, the Joint Controllers shall exchange the following types of Jointly Controlled Personal Data:
- (a) **Identification Data** which includes personal name, surname, gender.
  - (b) **Contact Data** which includes an email address.
  - (c) **Demographic Data** which includes information about the region in Slovenia where you live and/or had purchased a vehicle.
  - (d) **Financial Status Data** which includes information about your financial status.
  - (e) **Technical Data** which includes the Internet Protocol (IP) address, your login details, browser type and version, time zone setting and location, types and versions of browser plug-ins, operating system and platform, and other technology data on the devices you use to access the Research. Special categories of personal data shall not be exchanged between the Joint Controllers.
- 17.6 **Lawful, fair and transparent processing.** The Joint Controllers ensure that during the duration of the Agreement, they shall process the Jointly Controlled Personal Data lawfully and fairly, ensuring that they have an appropriate legal basis for the processing of the Jointly Controlled Personal Data in accordance with the law.
- 17.7 **Notifying Data Subjects.** The Client ensures that data subjects whom the Jointly Controlled Personal Data relates are provided with clear and sufficient information about the purposes for which the Joint Controllers shall process their Jointly Controlled Personal Data, the legal basis for these purposes, and all other information required by Article 13 of the GDPR.
- 17.8 **Data Subjects' Rights** If either of the Joint Controllers needs assistance, they agree to provide each other with reasonable assistance that is necessary in order to enable the other

Joint Controller to fulfill individual rights requests within the deadlines set by personal data protection legislation.

- 17.9 **Contact point.** The Joint Controllers agree that the contact point for data subjects who shall contact the Joint Controller regarding the processing of their data shall be provided and offered by the Client.
- 17.10 **Record.** The Joint Controllers maintain a record of data subject access requests regarding Jointly Controlled Personal Data (**'Record'**). The Record includes copies of the information request, details on access, exchange, or deletion of Jointly Controlled Personal Data and if necessary, notes of any remaining correspondence related to the request.
- 17.11 **Storage and deletion of Personal Data.** BRIEFD shall store/process the Jointly Controlled Personal Data only as long as it is necessary to fulfil the described purpose. However, BRIEFD ensures that it shall return or delete the Jointly Controlled Personal Data to the Client in the following circumstances:
- (a) upon the termination of mutual cooperation under this Agreement;
  - (b) upon the expiration of this Agreement;
  - (c) when the processing of personal data is no longer necessary for the purposes for which they had been originally collected.
- 17.12 After the deletion of the Jointly Controlled Personal Data, the Data Recipient shall notify the Client of their deletion.
- 17.13 **Transfer of Jointly Controlled Personal Data to third parties.** For the purposes of this Article, the transfer of Jointly Controlled Personal Data means any exchange of Jointly Controlled Personal Data by BRIEFD to a third party and includes:
- (a) the transfer of the processing of Jointly Controlled Personal Data to sub-processors;
  - (b) enabling access to Jointly Controlled Personal Data to a controller who is not one of the Joint Controllers
- 17.14 If BRIEFD appoints a third party for the processing of Jointly Controlled Personal Data, it must ensure that the third party acts in accordance with the relevant provisions of personal data protection legislation, and in case of any omission of actions by the third party, BRIEFD is accountable to the Client for such omissions.
- 17.15 BRIEFD must not disclose or transfer Jointly Controlled Personal Data outside the EU/EEA.
- 17.16 **Protection of Jointly Controlled Personal Data.** The Client transmits the Jointly Controlled Personal Data to the Data Recipient exclusively through the Platform.
- 17.17 The Joint Controllers use appropriate technical and organizational security measures for the transfer of Jointly Controlled Personal Data to:

- (a) prevent:
  - (i) unauthorized or unlawful processing of Jointly Controlled Personal Data; and
  - (ii) accidental loss, destruction or damage of Jointly Controlled Personal Data;
- (b) ensure a level of security that is appropriate for:
  - (i) mitigating damage that could result from unauthorized or unlawful processing or accidental loss, destruction or damage to the Jointly Controlled Personal Data; and
  - (ii) the nature of the Jointly Controlled Personal Data that is to be protected.

17.18 The Joint Controllers commit to continuously verifying security measures and implementing appropriate updates throughout the duration of this Agreement.

17.19 The Joint Controllers are obligated to ensure adequate training for handling and processing the Jointly Controlled Personal Data by their employees, in accordance with the adopted technical and organizational security measures and national/international personal data protection legislation.

17.20 **Personal Data Breaches and Violation Reporting Procedures.** The Joint Controllers report any breaches of the protection of the Jointly Controlled Personal Data to the Information Commissioner or another relevant supervisory authority, and if necessary, also to the data subjects to whom the Jointly controlled Personal Data relates, in accordance with applicable data protection legislation. The Joint Controllers regularly inform each other about any potential breaches of the protection of Jointly Controlled Personal Data.

## **18. COPYRIGHT**

18.1 Through the Platform, you can upload, publish, or otherwise create certain materials and information (e.g., related to vehicles and associated products and services) that are protected by Copyright ('**User Generated Content**')

18.2 In accordance with these Terms of Service, you grant BRIEFD an unlimited, non-exclusive, and non-transferable license to use the User Generated Content for the purposes of public publication, commercial use, analytics, the right to use and modify the materials, and storing content and materials in databases without compensation for their use.

18.3 **User Generated Content:** In certain processes and for the operation of specific services of the Platform, you shall upload copyrighted content, such as texts, images, or data, to the Platform or its associated services. You retain ownership of this content and are responsible for ensuring that you have the necessary rights to submit such content. By uploading this content to the Platform, BRIEFD acquires the right to use this content in connection with the Platform and its services.

- 18.4 **Advertising:** BRIEFD obtains a non-exclusive, worldwide, gratuitous license to use, reproduce, distribute, and display for the purposes of the advertising service (DigiBrief), whereby it can use the uploaded content in order to advertise the merchant's services.
- 18.5 **Client Feedback:** If you provide BRIEFD with any feedback or suggestions regarding the Platform or services, you agree that BRIEFD can use this information without any limitations or compensation. Such opinions and suggestions (of Clients) about the Platform or its services can also be publicly published in an anonymized form or, with consent, in their original form.
- 18.6 BRIEFD reserves the right to participate in consumer research such as Valicon and others, whereby for these purposes it can collect information about the user experience and transmit and publish it in an anonymized form.

## **19. COMMITMENTS OF BRIEFD**

19.1 BRIEFD commits to:

- (a) ensuring the smooth operation of the Platform and access to its contents, data, account, and all functionalities for at least 90% of the working hours between 8 am and 5 pm every working day, except on days of scheduled maintenance or upgrades, regarding which the Client shall be informed of in advance, provided the User has uninterrupted network performance and access to the internet, whereby accessibility does not include:
  - (i) Previously announced service interventions on the infrastructure for maintenance and upgrade purposes. These are typically carried out every working day after 7 pm, on Saturdays after 12 pm, and at any time on Sundays, lasting until 7 am on the next day, local time;
  - (ii) unprofessional use by the Client;
  - (iii) force majeure as regulated in Article 22 of the Terms of Service;
- (b) performing its obligations in accordance with these Terms of Service as a good professional, considering business customs and best practices;
- (c) acting immediately in accordance with these Terms of Service in case of disruptions in the operation of the Platform and trying to resolve the issues as soon as possible.

19.2 BRIEFD shall regularly inform the Client about upgrades to the Platform. In order to ensure the provision of its services, BRIEFD may require the Client to update their software.

## **20. LIMITATION OF LIABILITY**

20.1 Except as expressly provided otherwise in these Terms of Service, BRIEFD is not liable for any loss or damage, including contractual or tort liability, or breach of statutory duty, or

otherwise, even if foreseeable, arising from, or in connection with the use or inability to use the Services. In particular, BRIEFD is not liable for:

- (a) loss of profit, sales, business, or revenue;
- (b) business interruptions;
- (c) loss of anticipated savings;
- (d) loss of business opportunities, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

20.2 Nothing in this Agreement excludes BRIEFD's liability for:

- (a) death or personal injury caused by the BRIEFD's negligence; or
- (b) fraud or fraudulent misrepresentation.

20.3 Nothing in this Agreement excludes the Client's liability for any breach or misuse of the Provider's intellectual property rights.

## **21. TRANSFER OF RIGHTS AND OBLIGATIONS**

21.1 Without the written consent of BRIEFD, the Client cannot fully or partially transfer its rights and obligations under these Terms of Service to a third party. BRIEFD may transfer its rights and obligations under these Terms of Service in whole or in part to a third party without the prior consent of the Client. The third party to whom individual rights or obligations of the Client are transferred is bound by these Terms of Service. BRIEFD may unilaterally transfer its rights and obligations under this Agreement to its contractual partners or affiliated companies.

21.2 In the event of a merger, takeover or change of control over BRIEFD, we reserve the right to transfer, assign, or delegate these Terms of Service and our rights and obligations from these Terms of Service, in whole or in part, to the surviving or acquiring entity without notice to the Client.

21.3 The transfer of rights and obligations does not affect the continuity of the service provided to the Client. The Client shall continue to have access to the Platform and Services and receive support as per usual.

21.4 We shall inform the Client of any transfer, assignment, or conveyance of rights and obligations under these Terms of Service, where applicable and as required by law.

## **22. FORCE MAJEURE**

22.1 Neither party to this contract shall be liable for any delay in performance or inability to perform its obligations under these Terms of Service if this is the result of force majeure (such as natural disasters or DDOS attacks).

22.2 In this case, the contracting party must notify the other party as soon as possible, and the other party must approve a reasonable extension of the deadline for fulfilling obligations under these Terms of Service.

**23. SALVATORY CLAUSE.**

23.1 If it is determined that a particular provision of these Terms of Service is either inconsistent with the legal order or otherwise unenforceable, such provision shall be replaced with a valid and enforceable provision that is closest in effect to the intent of the contracting parties. The remaining provisions of the Terms of Service shall continue to apply in this case.

**24. NO PARTNERSHIP OR REPRESENTATION**

24.1 No provision of these Terms of Service is intended or shall be construed as forming a partnership between the parties or authorize any party to act as an agent for another. Neither party is authorized to act on behalf of, or for the account of, or otherwise obligate the other party (which includes, among other things, making statements or warranties, assuming any obligation or liability and exercising any rights or powers).

**25. FINAL PROVISIONS**

25.1 These Terms of Service are supplemented by the laws of the Republic of Slovenia. The Client agrees that any potential dispute related to these Terms of Service or the use of the Platform shall be resolved in agreement with BRIEFD, but if an agreement is not possible, the final decision on the dispute shall fall under the exclusive jurisdiction of the court in Ljubljana which has subject-matter jurisdiction to decide on the matter.

25.2 Any failure or delay by BRIEFD in exercising any right, power, or privilege under these Terms of Service shall not be considered a waiver of the contract, nor shall any individual or partial exercise prevent any other right or further exercise and enforcement of any other right, power, or privilege.