

## Terms of Use for the Subskribo Service

These Terms of Use for the Subskribo Service are effective as of July 8, 2024.

### Document protection:

© Rekono d.o.o.

All rights reserved. Reproduction in whole or in part by any means or in any medium is prohibited without the written permission of the author. Violations are subject to sanctions under copyright, civil, and criminal law.

**Document administrator:** Advisor to the Director of Rekono

**Document approver:** Director of Rekono

**Scope of application:** Subskribo Service

# TABLE OF CONTENTS

- 1. GENERAL ..... 3**
- 2. TERMS..... 4**
- 3. USE OF THE SUBSKRIBO SERVICE..... 6**
  - 3.1. The Subskribo Service ..... 6
  - 3.2. Subskribo User Account..... 6
  - 3.3. Sending Electronic Documents and Rights to Content ..... 7
  - 3.4. Transfer and Deletion of Electronic Documents ..... 9
  - 3.5. User Obligations and Responsibilities..... 9
- 4. PROCESSING OF PERSONAL DATA..... 11**
  - 4.1. Processing of personal data, for which Rekono d.o.o. is the controller..... 11
  - 4.2. Processing of personal data where Rekono d.o.o. acts as a processor ..... 12
- 5. COSTS OF USING THE SUBSKRIBO SERVICE ..... 16**
- 6. CHANGES TO THE TERMS OF USE ..... 17**
- 7. AVAILABILITY OF THE SUBSKRIBO SERVICE ..... 18**
- 8. COOKIES..... 19**
- 9. DISPUTE RESOLUTION ..... 20**

# 1. GENERAL

- (1) These terms and conditions govern the use of the Subskribo online service (hereinafter: **the Subskribo Service**), provided to users by Rekono d.o.o. (hereinafter: **the Service Provider**).
- (2) By accepting these Terms of Use, the user enters into a contractual relationship with the Service Provider for the use of the Subskribo Service in accordance with these General Terms and Conditions.
- (3) If the user enters into a separate contract with Rekono d.o.o. for the use of the Subskribo Service (hereinafter: **Subscription Agreement**), the provisions of the Subscription Agreement apply to the assessment of the contractual relationship, and these Terms of Use apply to any parts not covered by the Subscription Agreement.
- (4) These Terms of Use also govern the obligations of Rekono d.o.o. as a processor under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which repealed Directive 95/46/EC (General Data Protection Regulation), regarding personal data for which the user of the Subskribo Service is the data controller.
- (5) The creator of the Subskribo solution and service and the holder of copyright and other intellectual property rights is Rekono, d.o.o., Ukmarjeva ulica 2, 1000 Ljubljana (hereinafter: **Rekono d.o.o.**).

## 2. TERMS

(1) The terms in these Terms of Use have the following meanings:

- a) “**service provider**” means Rekono d.o.o.;
- b) “**electronic document**” means any content stored in electronic form, in particular text, audio, visual, or audiovisual recordings;
- c) “**content**” means any data or information contained in an electronic document, regardless of the form of the record, including data about the document (e.g., document metadata);
- d) “**user account**” means a mechanism that allows the user to access the Subskribo Service in accordance with these Terms of Use;
- e) “**user**” means a natural person who uses a user account for the purposes of electronic signing and other forms of processing electronic documents on their own behalf (hereinafter: **private user**) or on behalf of a legal entity (hereinafter: **business user**);
- f) “**sender**” means a user who creates a request for the electronic signing of an electronic document;
- g) “**recipient**” means a natural person designated to receive an electronic signature or other processing of electronic documents;
- h) “**subscription**” means the right to use the Subskribo Service pursuant to the concluded subscription;
- i) “**trust service**” means an electronic service in accordance with Regulation (EU) No. 910/2014 of the European Parliament and of the Council of July 23, 2014, on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/EC;
- j) “**signatory**” means a natural person who creates an electronic signature;
- k) “**electronic signature**” means a set of data in electronic form that is attached to or logically associated with other data in electronic form and is used by the signatory to sign;
- l) “**advanced electronic signature**” means an electronic signature that is uniquely linked to the signatory, enables the signatory to be identified with a high level of trust, and is created using electronic signature creation data that the signatory can

use exclusively under its control. The data signed in this manner is linked in such a way that any subsequent alteration of the data is detectable;

- m) **“qualified electronic signature”** means an advanced electronic signature created by a qualified electronic signature creation device and based on a qualified certificate for electronic signatures.

## 3. USE OF THE SUBSKRIBO SERVICE

### 3.1. The Subskribo Service

- (1) A user of the Subskribo Service is entitled, in accordance with these Terms of Use and the Subscription Agreement, once the latter has been concluded, to use the Subskribo Service for electronic signing and other forms of processing electronic documents, including sending electronic documents for private or business purposes.
- (2) Trust services are provided by Rekono d.o.o. as a trust service provider in accordance with Regulation (EU) No. 910/2014 of the European Parliament and of the Council of July 23, 2014, on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/EC (hereinafter: **the eIDAS Regulation**), the implementing regulations issued pursuant to the eIDAS Regulation, and with the Electronic Identification and Trust Services Act (Official Gazette of the Republic of Slovenia, No. 121/21, 189/21 – ZDU-1M and 18/23 – ZDU-10).
- (3) The trust services mentioned in the previous paragraph are provided in accordance with the current General Terms and Conditions for the Use of the Rekono Service (hereinafter: **Rekono General Terms and Conditions**), the Operating Rules of the Rekono Trust Service Provider and the Rekono Trust Service Provider for Qualified Electronic Time Stamps (hereinafter: **Rekono Policies**), which are published on the website [www.rekono.si](http://www.rekono.si).

### 3.2. Subskribo User Account

- (1) The Subskribo Service can be accessed by logging into a Subskribo user account on the [subskribo.com](http://subskribo.com) website. The user is considered to have created their Subskribo user account on the date they accept these Terms of Use.
- (2) Logging into a Subskribo user account is done using a Rekono account as a means of electronic identification in accordance with Rekono General Terms and Conditions.
- (3) The validity of the Subskribo user account is not linked to the validity of the means of electronic identification from the previous point of this article.
- (4) A Subskribo Service user may request the termination of their Subskribo user account at any time by submitting a written termination request. The cancellation request must be clear, valid, and contain all necessary information for processing. It must be sent by the individual via registered mail to the service provider's address (Rekono, d.o.o., Ukmarjeva ulica 2, 1000 Ljubljana) or electronically to [support@rekono.si](mailto:support@rekono.si).

On the date the Subskribo user account is canceled, the user's contract for use of the Subskribo Service becomes invalid.

### 3.3. Sending Electronic Documents and Rights to Content

- (1) The user is authorized to import an electronic document into the Subskribo Service for electronic signing and sending electronic documents or using other trust services.
- (2) The user must ensure they have sufficient rights (such as copyrights or authorizations) to import the electronic document and process it within the Subskribo Service. The user bears full responsibility for the rights to the electronic document, including its content.
- (3) By importing an electronic document into the Subskribo Service, the Service Provider does not acquire any copyright or other rights to the electronic document or its content.
- (4) The service user may designate one or more signatories of the electronic document. To send the electronic document and provide notifications, the service user specifies the recipient's email address. The user is responsible for the accuracy and validity of the recipient's email address.
- (5) The Service Provider, on behalf of and for the account of the user, ensures the automatic generation and sending of electronic messages to notify the recipient and the sender (hereinafter: **electronic messages**).
- (6) Both the service user and a third party (e.g., the recipient) have the right to request at any time that the Service Provider unsubscribe them from receiving the electronic messages referred to in the preceding paragraph of this article. The unsubscription request, which must be clear, valid, and contain all necessary information for processing, shall be sent by the individual via registered mail to the service provider's address (Rekono, d.o.o., Ukmarjeva ulica 2, 1000 Ljubljana) or electronically to [support@rekono.si](mailto:support@rekono.si).
- (7) The service user is aware that:
  - a. when sending electronic messages, information about the electronic document (e.g., the document title) and information about the sender (e.g., the legal entity and/or the user's personal name and email address) are disclosed to the recipient;
  - b. when sending an electronic document, the recipient receives the complete document as sent, including all content that may contain trade secrets, personal data, or other sensitive information;

- c. the recipient may use the content of electronic messages and electronic documents in various ways (e.g., store it outside the Subskribo Service, reproduce, copy, modify, make it available to third parties or the public, or otherwise dispose of it);
  - d. if the recipient does not have a Rekono account, or if the level of assurance of their Rekono account does not meet the sender's requirements, the recipient will be redirected, in accordance with Rekono General Terms and Conditions, to register a Rekono account or upgrade the level of assurance of their existing Rekono account. Successful registration of a Rekono account at the minimum required level of assurance, or an upgrade of the level of assurance, is a prerequisite for the recipient to execute an electronic signature. The Service Provider does not guarantee to the sender that the recipient meets or will meet this condition, assumes no liability in this regard, and will not notify the sender.
- (8) The service user is fully responsible for any infringements of third-party rights related to the electronic document or its content, as well as for any unauthorized disclosure of electronic documents or their content.
- (9) The Service Provider does not monitor or supervise the recipient's conduct concerning received electronic messages, electronic documents, and their content. The Service Provider is not liable for the recipient's conduct, even if it is unlawful, inconsistent with the sender's business practices, or otherwise damages the sender's reputation, good name, or interests.
- (10) The Service Provider does not review electronic documents or their content but reserves the right to remove content or parts of the content, or to restrict access to the content or electronic document, in the following cases:
- a. if it detects on its own or is otherwise made aware that any content or part of it may violate these Terms of Use or was created as a result of a violation of these Terms of Use;
  - b. if, using available technology and procedures, including manual methods, it detects that an electronic document poses a cyber or other threat, or otherwise endangers the security of the recipient or user of the service, or their hardware or software.
- (11) The Service Provider reserves the right to process data obtained from the user's activities while using the Subskribo Service ( e.g., data from electronic transactions when sending or processing electronic documents) to improve the Subskribo Service. To the extent necessary to protect users' rights, the Service Provider anonymizes personal information after the retention period expires.

### 3.4. Transfer and Deletion of Electronic Documents

- (1) The service user is obligated to export or transfer an individual electronic document from the Subskribo Service without delay after the purpose has been fulfilled, that is, electronic signing (hereinafter: **transfer**).
- (2) Throughout the term of the contract for the use of the Subskribo Service, the service provider enables the transfer of electronic documents in a manner that ensures their usability.
- (3) The service user is aware that an electronic document is stored in the Subskribo Service for only a limited time. The storage period may depend on one or more factors:
  - a. technical factors (e.g., time limitations, limitations on the number or size of electronic documents, or storage space);
  - b. factors related to the user (e.g., the validity of the user account, commercial terms).
- (4) Unless otherwise agreed between the user and the Service Provider (e.g., through a subscription agreement), the retention period for an electronic document is limited to 15 days from the date the electronic document is sent for electronic signing or other processing. After the retention period expires, electronic documents are automatically deleted and are no longer available to the user.
- (5) Notwithstanding the preceding point of this section, the Service Provider retains all transaction data related to a specific electronic document (i.e., transaction data related to the submission, electronic signing, or other processing of the electronic document) for 5 years from the time of creation.
- (6) The Service Provider is not liable for the content, destruction, or loss of electronic documents or their contents when using the Subskribo Service, nor for any damage resulting from violations of copyright or other third-party rights regarding electronic documents imported into Subskribo or their contents.

### 3.5. User Obligations and Responsibilities

- (1) The user is obligated to use the Subskribo Service in accordance with these Terms of Use, the Subscription Agreement if one has been concluded, and the intended use specified in these Terms of Use.

- (2) The user is aware of and agrees to receive notifications from the Service Provider about the processing of electronic documents that the user, as the sender, submits for signature or other processing.
- (3) The user must ensure that the recipient, who is not a Rekono service user, is familiar with the service and its operation and meets the conditions for using the Rekono service as set forth in these Terms of Use.
- (4) The service user is aware that if the Terms of Use are violated, the Service Provider may temporarily or permanently restrict the user's right to use the Subskribo Service without liability for damages.

## 4. PROCESSING OF PERSONAL DATA

### 4.1. Processing of personal data, for which Rekono d.o.o. is the controller

- (1) The Service Provider, Rekono d.o.o., maintains a record of Subskribo Service users that includes the following information:
  - the user’s first and last name;
  - the user’s tax identification number, personal identification number (EMŠO), or other user identifier, if required to log in to the Subskribo Service;
  - the user’s email address;
  - information about the status and validity of the user’s Subskribo account.
- (2) The Service Provider obtains the above-mentioned data from the electronic identification means, specifically the Rekono account, which the user uses to log in to the Subskribo Service in accordance with these Terms of Use. The Service Provider may also obtain certain personal data, such as an email address for sending emails, from the user during or in connection with the use of the Subskribo Service.
- (3) The purpose of processing personal data is to provide the user with the Subskribo Service in accordance with these Terms of Use, including notifications about the Subskribo Service and direct communication, when necessary, such as providing technical support.
- (4) The user’s personal data is retained for 5 years after the termination of the contract for use of the Subskribo Service.
- (5) Automated decision-making or profiling is not performed as part of the Subskribo Service.
- (6) Regarding the processing of data from their Subskribo user account by the Service Provider, the user has the right to request access to personal data, as well as the rectification or erasure of personal data, or the restriction of processing concerning them. They also have the right to object to processing and the right to data portability. An individual’s request is handled in accordance with the provisions of the General Data Protection Regulation. The address for exercising rights regarding data processing is [support@rekono.si](mailto:support@rekono.si).
- (7) On the supervisory authority’s website, a user may submit a report via a form regarding violations of personal data protection legislation.

## 4.2. Processing of personal data where Rekono d.o.o. acts as a processor

- (1) In the relationship between the Service Provider and the user, the user (hereinafter: **the controller**) is solely responsible for the personal data of recipients and signatories, as well as any personal data contained in electronic documents and their contents.
- (2) In its relationship with the controller, regarding the processing of personal data referred to in the first paragraph of this article, the Service Provider acts as a personal data processor in accordance with the provisions of the General Data Protection Regulation (hereinafter: **the processor**) and undertakes to:
  - a. will process personal data only in accordance with the controller's documented instructions, which the controller and the processor may agree to in the Service Agreement;
  - b. will process personal data exclusively on behalf of the controller and only to the extent necessary to achieve the purpose of providing services under these General Terms and Conditions, specifically:
    - i. for the purposes of electronic signing and other forms of processing electronic documents, including transmitting electronic documents;
    - ii. direct communication when necessary (e.g., providing technical support to users and recipients);
  - c. it will not transfer personal data to third countries or international organizations unless expressly requested by the user or required by applicable regulations;
  - d. will ensure that all persons authorized to process personal data at the processor are bound by confidentiality for the duration of the Subskribo Service agreement and for at least 1 year after its termination;
  - e. will assist the controller and provide all information necessary for the controller to fulfill its legal obligations arising from the contractual processing of personal data, as well as in connection with any requests from individuals regarding the exercise of their rights concerning the processing of their personal data, including, in particular, assistance with:
    - i. preparing clear information about the processing of individuals' personal data within the Subskribo Service (Articles 12, 13, and 14 of the General Data Protection Regulation);

- ii. exercising an individual's right of access to data concerning them (Article 15 of the General Data Protection Regulation); the right to rectification (Article 16 of the General Data Protection Regulation); the right to erasure or to be forgotten (Article 17 of the General Data Protection Regulation); the right to restriction of processing (Article 18 of the General Data Protection Regulation); the right to data portability (Article 20 of the General Data Protection Regulation); the right to object (Article 21 of the General Data Protection Regulation); and rights related to automated individual decision-making, including profiling (Article 21 of the General Data Protection Regulation);
  - iii. the implementation of appropriate measures to safeguard personal data (Article 32 of the General Data Protection Regulation);
  - iv. notifying the supervisory authority of a personal data breach (Article 33 of the General Data Protection Regulation);
  - v. notifying data subjects of a personal data breach (Article 34 of the General Data Protection Regulation);
  - vi. preparing and conducting a data protection impact assessment (Article 35 of the General Data Protection Regulation) and consulting with the supervisory authority after completing a data protection impact assessment (Article 36 of the General Data Protection Regulation);
- f. if it receives a request from the data subject to exercise the individual's rights regarding the processing of personal data, it will notify the controller within 5 days of receiving the request and act in accordance with the controller's instructions or forward the individual's request to the controller for resolution;
- g. that it will notify the controller at least 15 days in advance of any intended inspection or audit of the processing of personal data under the Subskribo Service Agreement (hereinafter: audit), specifying the conduct of the audit, the reasons for initiating it, the method or protocol to be used, the scope and subject matter, and will inform the processor of the auditor's identity and allow the processor to object to the selection of the auditor;
- h. shall, at the controller's expense, allow an audit of the processing of personal data under the Subskribo Service Agreement to be conducted by an external, independent, and qualified auditor no more than once a year, or whenever there is reasonable suspicion of a breach of duties regarding the processing of personal data set forth in the first paragraph of this Article, while reserving the right to prevent the audit in any part that could constitute a breach of the processor's legal obligations or contractual provisions with other clients (e.g., protection of trade secrets);

- i. in the event of a personal data breach, the processor shall notify the controller without undue delay, and no later than 48 hours after becoming aware of the breach, and shall take all reasonable measures to prevent further damage;
  - j. upon receipt of the operator's request, but no later than 15 days after the expiration of the Subskribo Service Agreement or subscription agreement, irrevocably delete and destroy all of the controller's personal data, including any copies, unless applicable regulations require the processor to do otherwise.
- (3) In accordance with these Terms of Use, the controller authorizes the processor and agrees that the processor may, at its discretion, within the scope and for the purposes of providing the Subskribo Service, appoint external contractors (i.e., sub-processors) and entrust them with performing specific services involving the processing of personal data in accordance with the Subskribo Service Agreement. The processor undertakes to:
- a. notify the controller in advance of the engagement of any subprocessor, no later than 15 days before the engagement of the subprocessor;
  - b. regulate the legal relationship with the designated subprocessor regarding the processing of personal data through a contract or other legal instrument that obligates the subprocessor to comply with conditions and requirements for the protection and security of personal data that are at least as strict as those applicable to the controller;
  - c. enable the controller to object to such changes by providing the option of early termination of the Service Agreement, requiring that the agreement be terminated before the commencement of service provision or processing by the designated sub-processor.
- (4) The processor undertakes to provide sufficient guarantees for implementing appropriate technical and organizational measures in accordance with these Terms of Use, the General Data Protection Regulation, and applicable regulations, in a manner that enables individuals to exercise their rights regarding the processing and protection of personal data. The processor also undertakes to ensure all technical and organizational measures in accordance with its own personal data protection policy, which it shall make available to the controller for inspection upon request.
- (5) The controller undertakes and guarantees to the processor:
- a. that it has an appropriate legal basis for processing the personal data it provides to the processor and that processing personal data within the scope of the Subskribo Service is lawful;
  - b. to inform the processor in advance of the specific nature of the personal data referred to in the first paragraph of this Article, when the processor needs this information to implement specific measures regarding the processing of

personal data;

- c. in any claims, lawsuits, or proceedings before official authorities brought against the service provider, to defend the service provider and relieve it of liability for acts or omissions of duty toward an individual or injured party in connection with the processing of personal data.

## 5. COSTS OF USING THE SUBSKRIBO SERVICE

- (1) Subskribo Services are available to users free of charge to a limited extent. The scope of free Subskribo Services is limited as follows:
  - maximum number of tasks (5 per month);
  - maximum number of documents per job (5 documents);
  - maximum size of a single document per order (1 MB);
  - maximum number of recipients (5 recipients);
  - time limit, in accordance with point 3.4 Transfer and deletion of electronic documents.
- (2) Subskribo Services are available to users who exceed the volume specified in the previous point for a subscription fee according to the current service price list.
- (3) Unless otherwise agreed between the Service Provider and the user, the Subskribo Services mentioned above are paid for in advance according to the price list (for example, for a specific time period or until the purchased quantities are used up). In this case, the user is not entitled to a refund of the proportional amount of the subscription fee already paid if the contract for the use of the Subskribo Service is terminated early for reasons attributable to the user.
- (4) Notwithstanding the preceding point of these General Terms and Conditions, the user is entitled to a refund of the proportional amount of the subscription fee already paid in the following cases:
  - a. early termination of the contract for the use of the Subskribo Service due to changes to the General Terms and Conditions prior to the effective date of such changes, in accordance with Article 6, Changes to the Terms of Use;
  - b. early termination of the Subskribo Service Agreement due to the selection of a sub-processor with whom the business user does not agree, in accordance with Article 4.2, Processing of personal data where Rekono d.o.o. acts as a processor.

## 6. CHANGES TO THE TERMS OF USE

- (1) Rekono d.o.o. may occasionally amend or supplement these Terms of Use (hereinafter: **amendments**) for the following reasons:
  - a. changes in applicable regulations, technical specifications, or standards binding on the Service Provider, or changes in regulations governing services such as Subskribo;
  - b. an identified need to improve the legal position of the service provider;
  - c. identified needs to improve the Subskribo Service or user security, or due to other changes in the content or operation of the Subskribo Service.
- (2) If the change significantly affects the use of the Subskribo Service or the rights of the Subskribo Service user, or if the change affects the rights and obligations of the business user as a personal data controller, the service provider shall notify the user or controller at least 15 days before the update takes effect by posting a notice on the [subskribo.com](https://subskribo.com) website and through a notification within the Subskribo Service.
- (3) If the user does not agree with the changes, they may, no later than the effective date of the changes and without notice, terminate the contract for the use of the Subskribo Service or request the cancellation of their Subskribo user account in accordance with Article 3.2 Subskribo User Account, of these Terms of Use.
- (4) If the user or business user does not terminate the Subskribo Service Agreement or request cancellation of their Subskribo user account, they are deemed to have agreed to the updates to the Terms of Use and the resulting changes to the contractual relationship with the Service Provider.
- (5) The withdrawal from the Subskribo Service Agreement, which must be clear, valid, and include all necessary information for termination, must be sent by the user via certified mail to the Service Provider's address (Rekono, d.o.o., Ukmarjeva ulica 2, 1000 Ljubljana) or electronically to [support@rekono.si](mailto:support@rekono.si).

## 7. AVAILABILITY OF THE SUBSKRIBO SERVICE

- (1) The Subskribo Service is available to users 24 hours a day, seven days a week. To ensure security, functionality, and reliability of the service, the Service Provider reserves the right to perform occasional system maintenance. During these times, the Subskribo Service may be temporarily unavailable. The Service Provider expressly notes that temporary unavailability of the service cannot be completely ruled out. In this regard, the Service Provider is liable only for damages resulting from unavailability of the Subskribo Service caused by gross negligence or intent. Liability for consequential damages or lost profits is entirely excluded.
- (2) The Service Provider is not liable if the user has only limited or no access to the Subskribo Service, provided the reasons are due to technical components (such as hardware or software) or the user's internet connection.

## 8. COOKIES

- (1) The [subskribo.com](https://subskribo.com) website uses cookies to ensure the smooth operation of the service. By using the service, the user consents to the use of cookies. More information about cookies is available in the cookie policy, accessible through [this link](#).

## 9. DISPUTE RESOLUTION

- (1) The user may send questions, complaints, or requests regarding the use of the Subskribo Service, as well as concerns about the security of their personal data when using the Subskribo Service, to [support@rekono.si](mailto:support@rekono.si). The Service Provider will endeavor to respond as soon as possible, and no later than the time limits prescribed by law.
  
- (2) The Service Provider will endeavor to resolve any disputes arising from this Agreement amicably; however, if this is not possible, disputes will be resolved by the competent court in Ljubljana.

Rekono, sistemske integracije, d.o.o.