

Terms of use

I. General

Article 1

This document, referred to as TERMS, constitutes a legal contract between PROVIDER and SUBSCRIBER, regarding the use of SERVICES set forth in continuation.

Article 2

Company CONNET d.o.o., based in Ljubljana, Slovenia, EU, referred to as PROVIDER, provides, together with its representatives and verifiers, internet community with its Company-On-Net service, which enables subscribers to align their internet presence with EU Directive on Privacy and Electronic Communications (2002/58/EC July 12, 2002).

Article 3

Company-On-Net, referred to as SERVICE, is primarily intended to be used by organizations that convey their operations – at least in part – through their internet sites.

The SERVICE provides a qualified connection between SUBSCRIBER and its COMMERCIAL internet site(s) such, that visitors of SUBSCRIBER's site are able to verify at any time and so avoid potential phishing attacks.

The SERVICE constitutes:

- verification of SUBSCRIBER data, which is conveyed by independent institution such as local Chamber of Commerce or COFACE Credit Report Organization.
- verification of SUBSCRIBER's websites
- assignment of verified domain, hosting and publication of its content
- publication of SUBSCRIBER's verified public data
- provision of certification seal on SUBSCRIBER's COMMERCIAL websites
- optional publication of SUBSCRIBER's financial or credit report

Packages of SERVICE are published on SERVICE's official site (www.company-on.net).

Article 4

SUBSCRIBER is any organization or individual, that subscribes to the SERVICE, sustains the verification procedure and covers associated fees.

Once subscribed, SUBSCRIBER gets its unique verified domain containing name and organization type like:

- Company1.ltd-on.net or
- Company2.inc-on.net
- etc..

Subscription is normally prepaid for period of 1 year, unless otherwise offered on SERVICE's official website.

Article 5

VISITOR is any internet user, that visits SUBSCRIBER's COMMERCIAL website(s), certificate page or verified website.

Article 6

COMMERCIAL domain, website or page is any domain, website or page owned by SUBSCRIBER, regardless of type of operation SUBSCRIBE may conduct through such domain (commercial or not).

II. Subscription

Article 7

Subscription procedure goes as follows:

1. future SUBSCRIBER requests the subscription through on-line request form
2. PROVIDER e-mails to future SUBSCRIBER electronic order document (PDF), which future SUBSCRIBER has to print, sign and mail order form back to PROVIDER
3. PROVIDER may require upfront payment of verification fee, which is not refundable in case of failed verification.
4. PROVIDER conveys verification steps as necessary. These steps shall take no longer than 10 workdays from receipt of the signed order document. On favorable verification outcome PROVIDER will:
 - activate SUBSCRIBER's verified domain
 - bill SUBSCRIBER according to selected package

Article 8

Subscription is normally prepaid for period of 1 year, unless otherwise offered on SERVICE's official website.

Date of beginning of subscription period is the date of SUBSCRIBER's verified domain activation.

Article 9

SUBSCRIBER may choose to switch to different SERVICE package during subscription period. In such case additional costs may occur for PROVIDER. PROVIDER will take into account remaining subscription until end of active subscription period when billing the SUBSCRIBER.

Package switching prices are published on SERVICE's official website.

On package switch current subscription is terminated and new one is started. New subscription is then valid for the whole new subscription period.

III. Provider duties and rights

Article 10

PROVIDER is committed to provide the following to SUBSCRIBER in accordance with selected SERVICE package:

- maintain internet servers in sufficient quantity and with sufficient traffic and processing capabilities, to enable timely loading of SUBSCRIBER's COMMERCIAL DOMAIN seals and verified domain page on VISITOR's terminal,
- maintain SERVICE's software and upgrade it as necessary,
- inform SUBSCRIBER about changes to SERVICE and TERMS,
- protect data stored on its servers against loss or theft,
- protect SUBSCRIBER's private data according to Privacy Statement,

- in shortest possible time remove any errors in SERVICE,
- enable SUBSCRIBER a complaint, that will be handled in shortest possible time not longer than 2 weeks after filing,
- inform subscriber about steps of complaint procedure,
- setup SUBSCRIBER's verified domain and publish SUBSCRIBER's verified public information on it,
- provide SUBSCRIBER with instructions on how to embed a seal into its COMMERCIAL websites,
- provide SUBSCRIBER with user name and password for administrative access to its verified domain,
- through verified domain's administrative access enable SUBSCRIBER to order addition or removal of COMMERCIAL websites from SERVICE,
- order verification of SUBSCRIBER on beginning or prolongation of subscription according to selected package of SERVICE,
- order and publish credit report for SUBSCRIBER on beginning or prolongation of subscription according to selected package of SERVICE,
- inform SUBSCRIBER about traffic between its verified and COMMERCIAL domains according to selected package of SERVICE.

Article 11

PROVIDER does not guarantee:

- that SUBSCRIBER will be satisfied with the SERVICE, or that SERVICE will fulfill SUBSCRIBER's expectations.
- That SERVICE will operate 24/7.

Article 12

PROVIDER may assign one or more representatives to work with local SUBSCRIBERS. Representatives may provide their service through their own websites except in case where website is explicitly stated in these TERMS.

Representatives are bound to operate in accordance with these TERMS.

Article 13

PROVIDER may terminate the subscription without remedies if SUBSCRIBER fails to comply with these TERMS.

Article 14

PROVIDER reserves right to collect information about traffic between SUBSCRIBER verified and COMMERCIAL domains for purpose of:

- providing SUBSCRIBER with statistics
- improving the SERVICE.

Article 15

PROVIDER reserves the right to decline verification of SUBSCRIBER's COMMERCIAL domain if contents of such domain:

- promote hatred, racism, discrimination or violence,
- promote/support criminal activity,

- promote profanity or obscenity,.

IV. Subscriber rights and duties

Article 16

SUBSCRIBER hereby commits itself:

- to provide accurate and up to date information about itself and its websites
- to inform PROVIDER of any changes to its data
- to protect its username and password
- not to request addition of domains into its portfolio of COMMERCIAL domains, if such domains are owed or leased by respective SUBSCRIBER,
- to pay its subscription fees on time,
- to put certification seals on its COMMERCIAL pages on its COMMERCIAL websites at its own expense,
- to remove verification seals from its COMMERCIAL websites upon termination of subscription at its own expense, within 1 month from termination,
- to follow PROVIDER's instruction on SERVICE upgrade.

Article 17

SUBSCRIBER has right to complaint. The complaint must be submitted through web interface published on SERVICE's official website.

The complaint will be reviewed by complaint committee.

V. Liability

Article 18

PROVIDER expressly denies any liability for direct or indirect damages caused by:

- disruption of communication channels to SERVICE or CUSTOMER servers,
- malfunction of SERVICE servers,
- increase of response times,
- hacker attacks,
- unauthorized access,
- partial on faulty data transfer,
- force majeure.

Article 19

In no event shall PROVIDER's liability exceed the amount paid for the SERVICE in last subscription period.

VI. Termination

Article 20

SUBSCRIBER may cancel the subscription at its own discretion. SUBSCRIBER needs to cancel the subscription at least 1 month prior to subscription period expiration.

SUBSCRIBER submits its subscription cancellation request by sending signed cancellation form, published on SERVICES official website to PROVIDER or representative at which subscription was ordered.

Article 21

Subscription may be terminated by PROVIDER, if it finds SUBSCRIBER not complying to this TERMS. In such case PROVIDER informs SUBSCRIBER about violation of TERMS. PROVIDER may cease providing the SERVICE to such SUBSCRIBER immediately upon detection of violation of TERMS, but may terminate the subscription only after the eventual complaint procedure.

Subscriber complaint must be submitted within a week after the notice of violation.

If SUBSCRIBER's complaint is found just, PROVIDER will re-establish the SERVICE at no extra cost for SUBSCRIBER.

VII. Final provisions

Article 22

All disputes regarding the SERVICE shall be governed by district court of Ljubljana, Slovenia, EU.

In case of dispute the prevailing party shall be entitled to recover in addition to other relief granted, reasonable attorney fees and expenses of litigation.

Article 23

If any provision of these TERMS, or their application to any person, place, or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of these terms of use and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

Article 24

These TERMS are valid as of May 1st, 2008.