

## **GENERAL TERMS AND CONDITIONS OF USE OF THE 24UR.COM PORTAL**

**WARNING:** On registration, the user confirms his/her agreement with all the provisions of the General terms and conditions of use of the premium and free contents/services provided by the 24ur.com web portal, as noted below. By registering, logging-in or using the portal, you agree with the general terms and conditions of use. If you do not agree with the general terms and conditions, registration or login will not be available and we advise against using the portal.

**General terms and conditions of use of the premium and free contents/services provided by the 24ur.com portal.**

### **1. GENERAL PROVISIONS**

The contents of the General terms and conditions of use (hereinafter: "Conditions") of the 24ur.com portal refer to the conditions of use of services of premium and free contents/services provided through the 24ur.com web portal and present a legally valid and binding agreement between the provider and users/members of the 24ur.com portal.

The provider of the 24ur.com web portal reserves the right to, without prior notice, change any part of the portal or delete any part of the contents without prior notice.

To ensure the best user experience, the 24ur.com portal is continually updated. The end user has been informed and agrees that the format and nature of services provided by the 24ur.com portal shall periodically change without prior notice to the end user.

### **2. DEFINITIONS OF TERMS**

POP TV, d. o. o., Kranjčeva 26, 1000 Ljubljana, Slovenia (hereinafter: the "Provider") is the provider, owner and administrator of the 24ur.com web portal.

Network access providers include internet connection providers engaged either by the user or the Provider. User shall mean any person visiting and using in any way whatsoever the 24ur.com web portal (hereinafter: the "User"). Users of services shall also mean users who login into the 24ur.com network through their Facebook profile.

Any user that has successfully logged-in to or registered on the 24ur.com network shall be deemed a member of the 24ur.com portal. Any personal or legal entity who, by using the aforementioned services, agrees to login/register on the 24ur.com web portal or purchases access to premium web contents of the 24ur.com portal, shall be deemed a user of premium services.

An indefinite number of users who accept the services provided by the Provider in a manner, under the conditions and in compliance with these terms and conditions and other instructions of the Provider shall be entitled to use the service.

#### **COPYRIGHT**

By registering and publishing his/her contents on the 24ur.com portal, the user allows POP TV, d. o. o. the publication thereof on all media and in all legally prescribed formats owned by POP TV, d. o. o. and its related parties and also allows any third person using the 24ur.com portal to view and download such contents to his/her computer, fixing such contents either temporarily or permanently. The user acknowledges and agrees that POP TV, d. o. o. shall not be responsible for any subsequent use of contents by third persons, that it has no influence on third persons' conduct and as such shall bear no liability to the user relating to any further use. The user explicitly warrants that no intellectual rights or personal rights of third persons shall be breached by the publication of his/her contents on the 24ur.com web portal.

The brands appearing on the 24ur.com portal are registered trademarks held or licenced to POP TV, d. o. o. and/or its related parties or third persons. Without the holder's prior written consent, any use of such trademarks shall be strictly prohibited. Trademarks that are not registered shall be protected under the relevant copyright rules.

#### **3. DESCRIPTION OF THE 24UR.COM PORTAL**

24.com is the leading website in Slovenia, offering its visitors a wide and transparent palette of current, up-to-date and exclusive information on a daily basis, including a large number of local and international news items as well as a wealth of other contents of interest. It provides its users state-of-the-art technical services, a high level of interactivity and quality video content.

Registered users of the 24ur.com portal site are able to comment articles, and participate in forums, conferences and chats.

#### **4. ACCESS TO THE 24UR.COM PORTAL**

The website is usually accessible 24/7. For technical reasons of maintenance and equipment replacement, the Provider reserves the right to brief discontinuation of access to the 24ur.com web portal. For technical reasons of maintenance, the Provider also reserves the right to prolonged discontinuation of access to the 24ur.com web portal.

The provider shall not guarantee access to the web portal in the event of any failure in the service provider networks or in the event of any kind of failure, defect, other technical nuisances, or third parties' suspension of operation (power supply, etc.) and force majeure.

## **5. MEANS OF ACCESS**

The 24ur.com web portal shall be available for use and access 24 hours a day other than in the cases identified in Article 4 of these General terms and conditions. On suspicion of misuse referred to in Article 11 of these General terms and conditions, the Provider reserves the right to limit or suspend access to premium contents of the 24ur.com portal site per individual password. Means of access to the premium contents shall be as specified in the instructions published on the 24ur.com web portal. The Provider shall regularly publish any potential changes in means of access to and use of premium services and contents on the 24ur.com web portal. Users may at any time for any reasons whatsoever terminate their membership in the 24ur.com network by sending written notice to [podpora@24ur.com](mailto:podpora@24ur.com).

## **6. CONDITIONS OF USE: AGE AND RESPONSIBILITY**

No age restrictions apply to the use of premium and free contents published on 24ur.com. Membership to the 24ur.com is for your own use. Registration of others is not allowed and you accept full liability for damages and agree to enter into the relevant proceedings as defendant in the event of a dispute. You are not allowed to authorise or register others or in any other way re-direct your user account. The use of services for any illegitimate purposes is also prohibited.

The provider may at its own discretion refuse to allocate a user name that points to another person, is subject to trademark or other protection, and is obscene or otherwise unacceptable.

## **OTHER RULES OF USE**

In order to ensure a high-quality level of service, the user undertakes to comply with all instructions and other rules of use published on the 24ur.com portal when accessing and using the service.

## **7. GENERAL USER RECOMMENDATIONS**

Users should keep their password and user name safe. Users should use the service in accordance with the relevant instructions and recommendations provided by the service provider and network access provider. Users should be aware that misuse may occur despite the diligent monitoring of the services. The service provider shall inform users of all changes and new developments at the same locations where the instructions and terms of conditions of service use are published.

## **8. MODERATING**

Comments on the 24ur.com portal are subject to moderation, which operates in accordance with the relevant rules of publication.

Commenting articles is not always possible as the decision to allow comments to be made under individual articles is at the exclusive discretion of the board of editors. Thus, in certain cases, commenting certain articles will not be possible.

Registration/log-in is needed in order to submit comments. As of 2 June 2014, all newly-registered users who wish to comment will have to provide their mobile phone number. See the rules applicable to commenting [HERE](#)

## **9. USER-GENERATED CONTENTS**

9.1 A user who provides their own contents (such as photographs, figures, illustrations, text, clips, other works of music, other audio-visual works, etc.) guarantees that the contents sent via e-mail, web form or via any other means are his/her own copyrighted work or that the he/she is the exclusive holder of all material copyright and similar rights relating to the copyrighted work. The user also guarantees that he/she has obtained the permission of all persons depicted in a photograph or video for publication. In the event that the organizer doubts whether the sender holds copyright to the contents submitted, it shall be entitled to not publish the submitted contents.

9.2 Every time the user submits contents, the user agrees to transfer exclusively and without consideration all material copyrights and similar rights to the aforementioned copyrighted work, namely the author's material rights to the user's copyrighted work as defined in the Copyright and Related Rights Act (Zakon o avtorski in sorodnih pravicah). Through the above transfer and assignment, the organizer shall acquire general, permanent and unlimited rights to the submitted contents. In order to avoid any doubt: the organizer shall obtain universal, permanent and unlimited title, rights and interest related to the assets, time, location and otherwise including, but not limited to, all rights to copy, disseminate, publicly display and re-work or modify the contents and/or the aforementioned copyrighted work in the organizer's absolute discretion. All submitted contents can be published on social networks or on other websites owned by POP TV, d. o. o. or its related parties.

9.3 The organizer reserves the right to not publish the contents received or to not allow the publication of contents that are controversial in any way. If, without the organizer's knowledge, the user submits contents protected by the Industrial Property Act, the Copyright and Related Rights Act, or other relevant regulations, the organizer shall not be liable for any violation of copyright or related rights and other intellectual property rights.

9.4 By submitting contents, the user agrees to the general terms and conditions of use applicable at that date. At the same time, every time the user submits contents, he/she agrees that the contents can be published in all media held by POP TV, d.o.o. or its related parties. Contents shall remain published for the duration of a special campaign even if the participant withdraws his/her participation in the campaign or unsubscribes. In addition, the board of editors shall be entitled to prolong the duration of publication for a period at its discretion.

9.5 Any user submitting contents agrees to demand no payment for its publication.

## **10. USING PREMIUM CONTENTS**

Some contents offered on the 24ur.com portal are premium contents. More detailed instructions for use are published at each location where premium contents can be found on the 24ur.com portal.

## 11. PRIVACY AND DATA PROTECTION

The Service provider undertakes to diligently protect user data and only use such data for the purposes of providing the services. All user data will be protected in accordance with the Personal Data Protection Act (Zakon o varstvu osebnih podatkov).

The service provider reserves the right to store data on the user's computer, tablet or telephone in the form of a "cookie" or similar file used to adapt the web portal to user preferences and provide user-friendly web services to its users. The storing of cookies is under the complete control of the web browser used by the user. The user can restrict or disable the saving of cookies.

Please see our cookies policy at <http://www.24ur.com/static/slo/shared/registration2/cookie-static/index.html>

The software used also collects and stores some technical data, including the user's IP address. However, in no event are the persons behind this data or the persons using the relevant network equipment identified or is their personal data gathered. Such data can also not be linked to other personal data, even if the relevant individual provided such personal data. The user is aware that at the justified request and where the relevant legal basis exists, the service provider shall be required to provide user data to state authorities when reasons exist to suspect that a crime has been committed which is prosecuted ex officio.

## 12. DISCLAIMER OF LIABILITY

The user must be aware of the following:

1. Internet technologies used to transmit and access contents are not 100% reliable. The content provider shall have no liability in the event of outages due to the network access provider.
2. The content provider and network access provider shall not be responsible for service malfunctions as a result of the user's misuse or lack of knowledge.
3. The user will require a compatible computer to view video contents.
4. The user will require a sufficiently fast Internet connection to view video contents. The minimum connection speed required is 128 Kbps, although we recommend at least 512 Mbps.
5. The content provider cannot guarantee service functioning in the event of network failures sustained by its business partners, electricity outages or other technical issues which could preclude the services from being provided from time to time.
6. The content provider shall have no liability for the contents published on the 24ur.com web portal which were authored by users of the 24ur.com web portal.
7. The content provider reserves the right to remove any post, photograph or video it deems inappropriate.

**13. THE USER UNDERTAKES TO:**

- Not use the service for publishing or advertising any contents and/or activities that are contrary to the applicable legislation and/or public order or morale,
- Refrain from using threats or derogatory, degrading or defamatory terms of expression,
- Not communicate with other users on behalf of others,
- Not use the services for commercial, illegal or any other purposes than those specified in these general terms and conditions,
- Not distribute copyright-protected contents or contents owned by any other natural or legal entity,
- Not attempt to obtain, collect and/or store the personal data of other users,
- Not harass other users if they express their disagreement with communication,
- Not in any way copy, store or transmit the entirety or part of the contents of the 24ur.com portal, especially premium contents of the 24ur.com portal,
- Not use computer code, malware or anything that could disrupt, disable or harm the service, the service provider, its hardware or software, or the network access provider and its communication devices.

**14. PURPOSE OF PROCESSING DATA AND DATA PROTECTION**

The Provider shall acquire, store and otherwise process data obtained from users of the 24ur.com web portal for the following purposes:

- Maintaining a database of registered users;
- Administrating the website (enabling viewing contents depending on the user's status; enabling the publication of forum posts, communicating with the user in the event of technical or content-related questions, etc.);
- Statistical surveys (total number of users, number of new users per time unit, etc.);
- Informing users of new contents, new developments and events in the areas covered by the 24ur.com web portal and other websites owned by POP TV, d. o. o. or its related parties through all means of communication (via telephone, e-mail, etc.),
- Informing through all means of communication (via telephone, e-mail, etc.) of the offer, benefits, special offers, promotions, sales promotions and other activities (commercial or non-commercial) of the business partners of the websites owned by POP TV, d. o. o. or its related parties from time to time.

When sending messages referred to in the previous paragraph, users will be provided a simple means of unsubscribing from such communications. Users may also unsubscribe by sending an e-mail to [podpora@24ur.com](mailto:podpora@24ur.com).

All data will be protected in accordance with the Personal Data Protection Act (Zakon o varstvu osebnih podatkov - ZVOP-1) and shall not be forwarded to third persons in any event.

The data administrator undertakes to store the data thus collected for the period of time absolutely necessary to fulfil the purpose for which the data was collected.

## 15. COMPLAINTS

Users can obtain technical support and assistance via e-mail at [podpora@24ur.com](mailto:podpora@24ur.com), or on workdays between 9 a.m. and 5 p.m. via phone on the freephone number 080 44 44. The content provider conducts all complaints and other proceedings relating to users in accordance with its internal policies and the applicable legislation of the Republic of Slovenia. The content provider undertakes to resolve any technical and/or substantive complaints promptly as they occur.

In the event of a justified complaint, the content provider will eliminate the reasons for the complaint and, insofar as the complaint relates to a communications network deficiency, forward the complaint to the network access provider, who shall be obligated to eliminate the reason for the complaint. In the event of justified complaints, the content provider undertakes to remedy such complaints in a reasonable period of time and inform the user accordingly.

If the complaint relates to the network access provider, the content provider shall forward the complaint to the network access provider, who shall be obligated to eliminate the error. All complaints relating to the functioning of the internet network connection shall be handled by the service user's internet service provider.

## 16. VIOLATION OF CONDITIONS

The content provider reserves the right to prevent users who violate these general terms and conditions or act in violation thereof from accessing premium and free services offered by the 24ur.com web portal (in the event of the former, even if the user has paid for such premium services).

The content provider reserves the right to prevent access to users who purposefully or negligibly provide their password and/or user name to third persons. If the user's actions cause any damages to the content provider or network access provider, the user shall be liable morally, monetarily and in terms of criminal liability.

Any violations committed by other users of the portal can be reported to the service provider via e-mail at [podpora@24ur.com](mailto:podpora@24ur.com) or in writing at the address POP TV, d. o. o., Kranjčeva 26, 1000 Ljubljana, Slovenia (please refer to: "POP OnLine").

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#### **17. MODIFICATIONS**

The content provider shall be entitled to modify the existing terms and conditions without any prior notice. The user undertakes to, from time to time, check the portal to determine whether the general terms and conditions of use have been modified. If the user no longer consents to the general terms and conditions of use, he/she should immediately discontinue using the portal. In any case, by accessing the portal, the user confirms his/her agreement with any modifications and supplementations.