

General Terms of Use for the Horuk Cloud web platform

GENERAL

Horuk Cloud (formerly Horuk CMS) is a **web platform** that runs desktop and mobile (smart phone) web applications for performing various tasks (CMS, PWA, ERP, BI, CRM). They are used by both business entities and non-governmental organizations. It is also a closed system requiring login (user email, username, and password).

PROVIDER AND SYSTEM ADMINISTRATOR

The provider and system administrator in these terms of use refers to the company Horuk, Martin Bedrač s.p., Florjanska ulica 87, 8290 Sevnica.

LOCATION AND SECURITY

Horuk Cloud, along with its associated web applications and database, is hosted on a leased web server at a secured location in Nuremberg (Germany) with the hosting provider Hetzner Online GmbH. The hosting provider guarantees 24/7 support, 365 days a year, and an availability level of 99.99%. The data center has redundant all critical systems (power supply, cooling, fire protection system, and network connection). Physical security is ensured by security guards 24/7 at the building entrance, who also constantly monitor the server floor. Uninterrupted network connection and server operation are managed by system administrators and network technicians 24/7, 365 days a year.

USER

A user of the Horuk Cloud web platform is a person who has registered to use the system and has obtained a username and password for logging into the system. Using the system without registration is not possible.

REGISTRATION

A visitor can register as a system user by filling out the registration form on the system's landing page and creating a system username. During registration, the user must provide the administrator with at least the following mandatory data:

- Email address
- Username
- Password
- First name
- Last name
- Gender

The user account is activated when the user confirms the activation received at their email address. The username and password unequivocally identify the user and link them to the entered data. After completing registration, the user can use the system by logging in with the username and password chosen during registration.

If the user wishes to receive notifications via email and SMS messages, they can select this option during registration. The user can unsubscribe from receiving notifications at any time.

CANCELLATION OF REGISTRATION

The user has the right at any time, based on written notice (via email) to the administrator, to request deletion from the database of registered users.

TERMINATION OF REGISTRATION

If a system user is inactive for more than two years, the user's registration automatically terminates, of which the user is notified at the provided email address. In this case, the administrator deletes the user's personal data, and the termination of registration also means the user ceases to receive all notifications intended for registered users.

PROTECTION OF USER PRIVACY

The system administrator collects contact information and some personal data, as provided by the user during registration or later in their user profile. The administrator does not use personal data and contact information for purposes other than for notifications regarding the system's operation and news, if the user agreed to this option during registration. The administrator does not disclose or transfer personal data to third parties, except where required by legislation. The administrator monitors access and usage statistics of the Horuk Cloud web platform for its own needs.

ACCESS TO USER DATA

The system administrator acts in accordance with applicable national legislation and European Community legislation and, upon an individual's request, provides them with all information relating to personal data that was or was not obtained from the individual.

After logging into the system, the user can always view, modify, or delete their personal data in their profile, except for the system's mandatory data, which cannot be deleted but can only be modified.

USE OF COOKIES

A cookie is a string of characters that the user's browser can permanently store on their computer or mobile device. It stores all data and choices regarding visits to individual websites. Websites use cookies every time a user visits them, by storing their unique identifier, login time, and other necessary non-personal data in a secure cookie, which is temporarily stored on their computer or mobile device.

MISUSE OF DATA, INFORMATION, AND COPYRIGHTS

The protection of the system's basic data is carried out using technical means and legal remedies based on the Criminal Code of the Republic of Slovenia. The system administrator monitors and records information about user access for cases of misuse.

LIMITATION OF LIABILITY

The provider and system administrator shall in no event be liable for any special, incidental, indirect, or consequential damages (including (and without limitation) damages for loss of profits, business interruption, loss of business information, personal injury, loss of privacy, failure to fulfill any duty (including of good faith or reasonable care), negligence, or any other pecuniary or other loss) arising from or in any way related to the use or inability to use the system.

AMENDMENT OF THE GENERAL TERMS OF USE

The provider and administrator of the Horuk Cloud web platform reserves the right to change the terms of use at any time and without prior notice. The amended terms of use come into effect and are applied from their publication on the provider's website <https://horuk.com> onwards. The valid terms of use are also published on the system's landing page.

ACCEPTANCE OF THE GENERAL TERMS OF USE

By using the web applications on the Horuk Cloud web platform, the user accepts these terms of use and confirms that they are fully acquainted with them and agree with them.

CONTACT WITH THE SYSTEM ADMINISTRATOR

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