



# General Terms and Conditions – Ilirika Online Application

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## ILIRIKA



## **GENERAL TERMS AND CONDITIONS OF USE OF THE ILIRIKA ONLINE MOBILE APPLICATION**

With these general terms and conditions, ILIRIKA borzno posredniška hiša d.d. Ljubljana (hereinafter: "ILIRIKA") sets out the terms and conditions for using the ILIRIKA ONLINE application (hereinafter: "application") and for conducting business with the application, as well as the powers and obligations of ILIRIKA and the user. The user may be any person who has installed the application on a mobile device. In addition to these general terms and conditions, the acts published on the website <https://www.ilirika.si> apply to the performance of services in the application and form an integral part thereof. The definitions used in these general terms and conditions have the same meaning as the definitions used in the acts published on the website <https://www.ilirika.si>, unless expressly stated otherwise in these general terms and conditions.

### **1. Basic information**

The application enables the user to use the services with a mobile device on which the application can be installed and enables the holder of a personal trading account, authorised representative or agent, personal account manager (hereinafter: user) to use the ILIRIKA ONLINE service.

### **2. Ways of using the application**

To use the application, users need an active data connection on their mobile device and an open trading account with ILIRIKA, with enabled access to online trading via ILIRIKA ONLINE (username, login and trading password).

### **3. Ways to access the mobile app**

To access the features available only to app users, the user must have login details (username and login password) to access their trading account via ILIRIKA ONLINE.

Login can be:

- one-time – the user uses the personal security elements they use to log into ILIRIKA ONLINE each time
- by fingerprint, on Apple devices and devices with Android v.6 or newer operating systems, if the device has a fingerprint reader.

If the user forgets their login password, they can request a new one by calling ILIRIKA's telephone number or by accessing ILIRIKA ONLINE via a web browser and authenticating themselves via the "Forgot your password" link on the login page.

**IMPORTANT:** The fingerprint reader is intended exclusively for the user of the device, so the user of the application must be particularly careful to store only their own fingerprints on their device. If the user stores the fingerprints of other persons on their device, it is possible that these fingerprints could be used to access the application and perform activities within the application itself.

### **4. User rights and obligations**

By using the application, the user consents to the collection and use of their data in accordance with the acts published on the website <https://www.ilirika.si>. ILIRIKA will process the data for as long as necessary to achieve the purpose for which the personal data is collected. The user is aware that they may request ILIRIKA in writing or orally on record to permanently or temporarily cease using their personal data and contact information and to supplement, correct, block or delete their personal data if they can prove that it is incomplete, inaccurate, outdated, or collected or processed in violation of the law.

The user is solely responsible for the protection and confidentiality of all data stored on the mobile device. ILIRIKA accepts no responsibility for any misuse of data stored on the mobile device.

ILIRIKA accepts no responsibility for damage caused by improper and careless use of the application or mobile device.

The user undertakes to carefully protect their personal security elements and not to disclose or transfer them to any person. In the event of loss or theft of the mobile device, the user shall immediately notify ILIRIKA. Otherwise, the user shall be solely liable for any damage caused by possible misuse as a result of failure to comply with the instructions and regulations.

The user undertakes that, if they use a fingerprint to log into the application on their device, they will only store their own fingerprints on the device. Otherwise, they shall be liable for any damage caused by possible misuse as a result of failure to comply with the above.

The user agrees that ILIRIKA will send news, notifications, commercial messages and marketing messages to their mobile device in accordance with the Financial Instruments Market Act (ZTFI-1) and will contact them for the purpose of improving services. The data and information provided to the user via the application are for informational purposes only, and ILIRIKA is not responsible for the correctness, accuracy, timeliness, completeness or availability of the data. ILIRIKA will use due care to ensure the accuracy, correctness and timeliness of the data in the application, to the extent that this is within its power. Any reliance on the information received by the user in the application is at the user's own discretion and sole responsibility. ILIRIKA accepts no responsibility for this.

The user agrees that ILIRIKA monitors the use of services for statistical purposes and to prevent abuse.

## **5. Rights and obligations of ILIRIKA**

Information about the user of the application is a trade secret of ILIRIKA. ILIRIKA undertakes to protect personal data and use it only for the implementation of these general terms and conditions, except in cases where there is a legal obligation to disclose such data.

ILIRIKA is not liable for any disruption or interruption of telecommunications networks or for errors arising from the transmission of data via telecommunications networks. ILIRIKA does not provide Internet access.

ILIRIKA shall not be liable for any damage resulting from incorrect use of the application or incorrect data entry into the application by the application user.

ILIRIKA shall not be liable for any damage incurred or that may be incurred by the user of the application as a result of any external intrusion by third parties into the information system that is in any way connected with the operation of the application or the ILIRIKA ONLINE online trading platform, or for the consequences of malicious software affecting the application or the ILIRIKA ONLINE online trading platform, which could result in damage to the user of the application.

ILIRIKA shall not be liable for any damage resulting from monitoring, using or being unable to monitor the application, including due to the application not working or working improperly, regardless of the reasons for this.

ILIRIKA accepts no responsibility for consequences arising from errors in accessing the internet, disruptions or interruptions in the telecommunications network and/or errors in the transmission of data via the internet. ILIRIKA also accepts no responsibility for security risks in data transmission via the internet, nor for software malfunctions on the user's side.

ILIRIKA shall not be liable for any malfunctions of hardware or software related to the operation of the ILIRIKA ONLINE trading platform, which the client accesses via the application, as a result of which the client's order to buy or sell financial instruments or to withdraw funds (hereinafter: order) is not executed, is executed with a delay, or the client cannot change or cancel the order.

ILIRIKA is not responsible for the accuracy, correctness, timeliness, completeness and availability of data in the application. For accurate, correct, up-to-date and complete data, the customer must contact their stockbroker or custodian. ILIRIKA therefore accepts no responsibility for incomplete information in the application or information that is displayed in the application with a delay (e.g. information related to the price of financial instruments).

ILIRIKA shall not be liable to the user for any damage, loss of profit or other costs incurred as a result of the use or inability to use the application.

ILIRIKA accepts no responsibility for any damage that may arise from possible misuse as a result of failure to follow the instructions related to the use of fingerprints.

ILIRIKA recommends that users consult ILIRIKA if they have any doubts about any content in the application. and data and information published in the application in case of doubt and before use, check with ILIRIKA.

ILIRIKA will provide the user with all services available through the application in accordance with these general terms and conditions.

## **6. Protection of the application**

ILIRIKA is the owner of all material copyrights and source codes in the application.

All information, data, service descriptions and other content, including all computer programs available in the application, are protected by copyright. Users may not modify, copy, distribute, transfer, display, publish, sell, license, transform or otherwise use any content, software, code or data available in the application. Any attempt to do so constitutes a violation of ILIRIKA's rights.

## **7. Termination of use of the application**

ILIRIKA may terminate or cancel the use of the application without notice, or, in exceptional cases, at its own discretion with reasonable notice, if the circumstances of the case indicate that ILIRIKA no longer wishes to provide the application to the user.

The user may terminate the use of the application.

If the user cancels the use of the application, they must stop using the application on the day of submitting the cancellation.

## **8. Final provisions**

If ILIRIKA changes these general terms and conditions, it must include this in the list of application upgrades when updating the general terms and conditions, as shown in the Google Play or App Store application store.

If the user does not agree with the changes to the general terms and conditions, they may not use the application.

The rights and obligations of the user under these general terms and conditions shall commence on the day the user installed the application.

ILIRIKA d.d. Ljubljana

Company management