

## GENERAL TERMS AND CONDITIONS OF ORION AI FACTORY SERVICE

### I SUBJECT OF GENERAL TERMS AND CONDITIONS

These General Terms and Conditions and Acceptable use Policy of Orion AI Factory services/services (hereinafter: General Terms) determine the relations of the company "Orion Telekom" d.o.o. Belgrade (Zemun) and users in connection with the purchase and use of Orion AI Factory services/services offered by this company (hereinafter: Provider). These General Terms and Conditions represent an integral and binding part of the Master service Agreement on the use of Orion AI Factory services (hereinafter: MSA/Agreement) concluded by the Provider and the User.

Orion AI Factory services are intended exclusively for business users - legal entities and entrepreneurs who acquire these services for purposes intended for their business or other commercial activity (hereinafter: User, Users) who can rent/lease a part of Orion Telekom's AI servers, as well as acquire the right to non-exclusive/non-transferable access to and use of high-performance computer infrastructure together with associated software and technical resources, which all together represents the AI platform of the Provider - Orion AI factory, according to the conditions and in the manner defined by these General Terms and Conditions.

Orion AI Factory services allow Users to store Cloud server, network equipment, business data and applications in the Provider's computer infrastructure (Data Center).

Orion AI Factory services are not intended for natural persons with consumer status. By accepting these General Terms and Conditions and concluding the Agreement, the User confirms that these services are not obtained as a consumer.

### MEANING OF CERTAIN TERMS

**"Orion AI Factory Services"** - represent a collection of all AI services of Orion AI Factory.

**"AI Service"** – represents an individual service within the Orion AI Factory.

**"AI platform of the Provider"** - represents the computer infrastructure consisting of: servers, storage, access computer network and software system for managing virtual servers, which is maintained by the Provider, and on which it provides Orion AI Factory services.

**"AI GPU Resources"** - means renting the necessary hardware and software resources within the Orion AI Factory services.

**"AI Server"** - represents an AI server, with an installed operating system and defined hardware resources, on the provider's NVIDIA platform

**"Working Day"** - any working day of the week (Monday to Friday) that is not a national holiday, at a location relevant to the Provider. A normal working day consists of eight (8) working hours, in the period from 9:00 a.m. to 5:00 p.m.

**"Duration of interruption"** - The time period between the reporting of the problem and its resolution by the Engineer Provider, with the mandatory verification of the justification of the user's request by the Technical Support Provider

"Performance monitoring" - means regular monitoring and warning of problems that may appear on the server, as well as regular monitoring of the use of server resources, server or system unavailability

## II SUBJECT of AI as a Service (Aiaas) services

- a. This service involves renting dedicated or shared computing resources on the NVIDIA DGX B200 platform, which is optimized for the most demanding AI training, fine-tuning and mass inference. The User leases resources within the NVIDIA Blackwell architecture, where he can define the number of GPU instances (via Multi-Instance GPU - MIG technology or direct lease of the whole node), the amount of HBM3e (High Bandwidth Memory) memory, the number of Tensor cores, as well as ultra-fast local NVMe storage space optimized for the NVIDIA GPUDirect Storage protocol.
- b. The Provider's AI platform is based on NVIDIA DGX systems that use NVLink and NVSwitch technologies for mutual communication between GPUs at speeds of up to 1.8 TB/s per GPU. The infrastructure includes NVIDIA Quantum-2 InfiniBand or Spectrum-X Ethernet network connectivity for cluster operation (multi-node processing). The service includes access to the NVIDIA AI Enterprise software stack, including optimized containers, frameworks such as PyTorch and TensorFlow, and libraries (CUDA, cuDNN, NCCL). The user manages resources through the Run:AI orchestrator with guaranteed high availability and redundancy at the level of the network and cooling system in the Data Center.

## III BASIC OBLIGATIONS OF THE PROVIDER

- a. To provide and operate the NVIDIA DGX B200 infrastructure, including specialized NVIDIA Blackwell GPU resources, NVLink systems for inter-processor communication and ultra-fast network equipment (InfiniBand/Spectrum-X) necessary for the smooth use of AIaaS services. The provider undertakes to enable a permanent direct connection to the Internet and private high-bandwidth networks within the agreed limits.
- b. To inform the User without delay about problems in the functioning of the AI platform, with a special emphasis on the degradation of the performance of GPUs or the interconnect network, if he notices that the execution of complex AI operations (training or inference) is impossible or difficult due to them.
- c. To inform the User about the relevant standards in the field of artificial intelligence, ethical guidelines for AI, as well as the conventions of telecommunications law and the Code of Conduct on the Internet
- d. To guarantee the highest level of data confidentiality, with a special focus on the protection of AI models (the User's intellectual property) and training datasets. The Provider undertakes not to inspect, copy or analyze the User's models and data without express permission.
- e. To ensure during the duration of the Agreement, excluding announced, planned works and cases of force majeure, that the network infrastructure and connection of the Provider with the Internet provider is functional. In terms of these General Terms and Conditions, the network is functional even when one or more network services or software running on the User's AI service do not work, i.e. in the case when the quality of the service is degraded due to reasons that may relate to the current state of the Internet as a whole;
- f. To provide full access to leased resources, including access to the NVIDIA AI Enterprise software layer in the case of an add-on package, containerized environments (NGC), and GPU resource management tools. In the case of the Premium level of support, the Provider can manage the orchestration (eg Kubernetes/Run:AI) to guarantee the performance defined in the SLA, while the User retains access to the development tools. In the case when the Provider provides the Premium level of technical support to the User, the Provider is not obliged to provide administrative access for reasons of the Cloud service guarantee to the User in accordance with the SLA (SERVICE LEVEL AGREEMENT) - CLOUD SERVICE QUALITY GUARANTEE (further: SLA);
- g. To respond in a timely manner to every officially sent request for an offer, within one working day, and for requests outside working hours, on the first following working day. A normal working day consists of 8 working hours, in the period from 9:00 a.m. to 5:00 p.m. from Monday to Friday, excluding national holidays and other non-working days determined by law;

- h. To guarantee 99.99% availability of AI services.** In case of unavailability of GPU resources or critical interconnection that prevents distributed training, the Provider will grant a fee reduction in accordance with the SLA provisions, taking into account the specificity of "uptime" at the level of the GPU core.
- i.** To maintain the hardware of the engaged servers of the network equipment. In case of failure, the Provider undertakes to provide an adequate replacement.
- j.** To provide technical support related to the use of AI services for the duration of the subscription relationship;
- k.** To provide the User with all relevant information regarding the use of AI services, such as information on the duration of services, prices and invoices, during the duration of the subscription relationship;
- l.** To inform the User about all changes that will occur as a result of regular maintenance of the Provider's infrastructure;
- m.** To activate the services within 3 days from the conclusion of the Agreement and enable the User to use all the services specified in the specification of the contracted service package on its AI platform.

#### **IV BASIC OBLIGATIONS OF THE USER**

- a.** To use AI services in accordance with the law and other valid regulations of the Republic of Serbia and international law, i.e. not to use these services for illegal purposes and actions nor to support them, and in particular undertakes not to commit criminal acts or economic crimes, violation of human rights, intellectual property rights, good business practices, the right to protect personal data and/or rules on the protection of consumer rights through AI services;
- b.** To adhere to the conventions and recommendations in the field of telecommunications law as well as the Code of Conduct on the Internet accepted by the Provider, that is, to not endanger other Users or parts of the Internet in any way by using the service. The rules of conduct related to the use of AI services are determined by domestic and international organizations such as ICANN, IANA, IETF, RIPE, RATEL, RNIDS and corresponding RFC and STD standards.
- c.** To provide maintenance of the system based on the resources it rents according to its needs;
- d.** Obligations of the User in relation to the content used on the Provider's AI platform:
  - The user independently determines the content, appearance, purpose and functioning of the content that will be hosted on the rented computer AI resources, so he is obliged to respect the restrictions set by the Agreement and applicable regulations,
  - the content, appearance, purpose and functionality of the content cannot be impermissible, i.e. contrary to the relevant positive legal regulations that apply to the activities performed on the AI platform of the Provider and must be in accordance with the Acceptable Use Policy provided for in these General Terms and Conditions,
  - The User is fully legally responsible for the compliance of the content with the relevant positive legal regulations and the Provider bears no material, criminal or any other responsibility for the content, appearance, purpose and functionality of the content managed by the User;
  - The content of the selected AI service package is considered illegal regardless of the way it is posted, distributed or made available, in particular:
    - o if it is used to commit a criminal offense or an economic offence,
    - o if it violates the provisions of copyright and industrial property rights,
    - o if it is used to commit an act of unfair competition,
    - o if it aggravates or violates someone's personal rights,
    - o if it violates good business practices and rules on the protection of consumer rights,
    - o if it violates agreements, conventions and recommendations in the field of telecommunications law, as well as the Code of Conduct on the Internet, the application of which the Provider accepted before concluding or during the duration of the Agreement with the User, and about which the User was informed in a timely manner,

- o if it incites or incites national, racial, religious or other inequality, hatred or intolerance;
  - o if it spreads and promotes violence;
  - o if it represents pornographic material;
  - o if it represents a computer virus or other computer program with destructive properties;  
otherwise, the Provider is not responsible for any damage caused by unauthorized use of access parameters;
  - o prohibited behavior is especially considered the distribution of unsolicited (SPAM) messages via e-mail or UNSET conferences, the use of AI services for unauthorized access, to gain control or change the data of networks, systems or other Internet users, as well as any prevention/difficulty of the normal work of other users and Providers on the Internet.
- **The Provider's AI platform** is intended exclusively for high-performance artificial intelligence, machine learning and deep learning (AI/ML/DL) processes, including large model training, complex inference and large-scale data processing. Accordingly:
- o It is strictly forbidden to use the platform for cryptocurrency mining (CryptoMining), hosting of services not related to AI technologies, or any activities that generate a constant, unintended load of GPU resources without real AI use value (NON-INTENDED USE PROHIBITED).
- e. The user is also responsible for setting up programs and data whose access or activation by third parties may lead to some of the illegal activities. Unauthorized activities include in particular:
- AI-generated phishing: Using resources to create and distribute unauthorized Deepfake content (audio, video or photo) for the purpose of deception, "phishing" campaigns based on AI models, or automated generation of disinformation that misleads third parties;
  - Using Orion AI Factory services for unauthorized access to other people's resources and contents;
  - **Abuse of AI resources for cyber attacks:** Using the power of **NVIDIA Blackwell** processors for automated vulnerability scanning, breaking cryptographic protections, generating polymorphous malware or conducting complex attacks on other network systems and users;
  - **Unauthorized access and "Escape" Attempts:** Any attempt by a User to exit their assigned GPU container or partition (eg **MIG - Multi-Instance GPU Isolation breach**) to access other users' data or administrative controls of **NVIDIA Base Command and Unified Fabric** network infrastructure.
  - Interfering (directly or indirectly enabling such activities) in the work of third parties (other users, Internet services, networks and hosts), including attacks to hinder the operation of services ("Denial Of Service" and "Distributed DOS");
  - **Disruption and Resource Attacks:** Deliberately causing processes to cause GPUs to critically overheat, block **NVLink/NVSwitch** traffic, or exhaust global memory flow, thereby directly hindering the work of other users on the DGX cluster.
- f. In particular, the user undertakes to comply with the following obligations during the validity of the subscription relationship:
- to properly pay the agreed fees to the Provider, in accordance with the price list;
  - to provide a professional and qualified person who will access and update the leased AI resources, and respect the security measures that the Provider implements on its network. Fulfillment of this obligation by the User is a suspensive condition for the fulfillment of the Provider's obligations under the concluded MSA;
  - to keep the essential parameters of the Provider's network secret;
  - to regularly monitor all notifications sent to him by the Provider via contact data or published on his website [www.oriontelekom.rs](http://www.oriontelekom.rs) and <https://orionfactory.ai/>;
  - That the selected service/service package is exclusively used by the User.
- g. The user undertakes to conscientiously take care of the following security measures:
- does not give the assigned user name and code (access parameters) for authentication to third parties and takes security measures to prevent unauthorized use of access parameters. All actions performed through the User's access parameters will be considered performed by or on behalf of the User, with his authorization and consent;

- to undertake all security measures in order to preserve the confidentiality of data, which includes logging out each time after access. In case of loss of parameters, or their disclosure to unauthorized third parties, the User is obliged to notify the Provider without delay, otherwise the Provider is not responsible for any damage caused by unauthorized use of access parameters;
  - to take all reasonably possible measures to ensure that the software that forms part of the content of the services, i.e. that is installed on behalf of the User, is free of security flaws. The user is responsible for all consequences caused by the software or software package he uses;
  - when using the services, take care not to provoke security attacks on yourself, the Provider's network, hosts and services related to the services or in general;
  - to inform the Provider about relevant knowledge that may be important for the security of the Provider's networks, hosts and Servers, and thus for all users, as well as for possible problems in operation and Internet services.
- h.** Violation of any of the User's obligations may result in the temporary disabling (suspension) of the AI service by the Provider, until the reason for the suspension is removed and compensation or advance payment of any damage caused to the Provider;
- i.** if the Provider in its own opinion concludes that the User is using Orion AI Factory services in a way that, in terms of the provisions of these General Terms and Conditions, is prohibited, the Provider will warn the User in writing and give him written instructions on further action, with the suspension of the Agreement;
- j.** if the User does not accept the given instructions, the Provider has the right to unilaterally cancel the Agreement without a notice period, with the right to compensation for damages caused by the User.
- k.** If the reasons for which the selected AI service has been disabled are irreversible, have not been removed within 10 days, or if the Agreement and/or these General Terms and/or applicable regulations so provide, the Provider is authorized to permanently disable the use of the service and thereby terminate the subscriber relationship, without the obligation to keep backup copies of the service content;
- l.** The User agrees that the Provider may intervene in any form in order to prevent the occurrence of server load and technical disturbances to other service users;
- m.** The User agrees that the Provider temporarily disables the provision of the selected AI service without delay, due to the objective need to protect the network, other users and the quality of the services they use, the security and integrity of the Provider's servers, and the like. The Provider will inform the User about these reasons for disabling the AI service by e-mail;
- n.** The Provider is authorized to forward all the data it has in connection with the use of the Orion AI Factory service by the User to the competent state authorities, i.e. holders of public authorities, including data on the content of the service when it is necessary and available to him.
- o.** In the event that damage to the Provider or any other person is caused by the violation of these General Terms and Conditions or applicable regulations by the User, the entire damage will be borne by the User. The obligation to compensate for damages is not limited, neither in amount nor in type, and it also includes lost profits.

#### **V The User's sole responsibility for illegal content on the Provider's AI Platform**

- a.** The user is solely responsible for the criminal, civil and any other responsibility for the content, algorithms, training data sets (datasets), as well as for the results of the work of AI models (outputs) generated on the AI platform of the Provider. This includes, but is not limited to: Responsibility for the legality of collected data used for model training (copyright, GDPR, data privacy). Responsibility for the ethical purpose and functionality of AI applications. Liability for any damage caused by the automated operation of the AI model (eg wrong diagnoses, discriminatory algorithms or generation of offensive content).
- b.** The User is responsible to the Provider for the suffered and proven damage caused by the unauthorized use of AI resources defined in these General Terms and Conditions. For the avoidance of doubt, in the event that any third party (including authors whose data was used for training or persons harmed by AI-generated content) initiates proceedings against the Provider, the User undertakes to:
- Assume all claims of third parties and release the Provider from any liability. Compensate the Provider for all damages, including actual damage to the DGX B200 infrastructure (caused by misuse of resources) lost

profits, as well as all court and extrajudicial costs. Reimburses the costs of specialized legal and technical advisors required for defense in complex disputes in the field of AI law and intellectual property.

- Pay all eventual fines imposed by regulatory bodies (e.g. Commissioner for Information of Public Importance, Ratel or bodies responsible for AI regulation) that occurred as a result of the User's use of the AI platform.

## **VI Limitation of Provider's Liability**

- From the moment of enabling access to AI resources (GPU instances, containers or API), the Provider is not responsible for the security of user models, the installed AI stack, the integrity of data sets, the way processing power is used, nor for business results and decisions made based on the outputs of AI models;
- The Provider is not responsible for damage to virtual environments or data loss on DGX B200 systems caused by factors beyond the Provider's control, including extreme network fluctuations or force majeure;
- The provider does not guarantee that the AI service will work continuously and without errors. The User accepts the risk that specific AI processes (such as long-term training) may be interrupted due to software errors within the User's code or inadequate configuration of GPU parameters;
- The Provider is not responsible for the development, fine-tuning or integration of AI models into the User's applications, unless otherwise agreed in a special "Managed AI" contract;
- Third Party Software (NVIDIA AI Enterprise and NGC): Provider provides access to NVIDIA software tools and libraries. The provider does not make any guarantees about the functionality of NVIDIA drivers, CUDA libraries or containers from the NVIDIA NGC portal. Support for these products is provided exclusively by the manufacturer (NVIDIA), and the Provider is not responsible for damage caused by bugs or security flaws in third-party software;
- The provider is not responsible for congestion or delays (latency) on the Internet that can affect the performance of AI inference in real time, as well as for specific attacks on the User's AI endpoints;
- Accuracy and hallucinations: The Provider is in no way responsible for the content, accuracy, bias "hallucinations" of AI models developed or used by the User. The user fully accepts the risk of accuracy of information generated through leased AI resources;
- The Provider is not responsible for the validity of contracts concluded by the User with third parties using AI services (eg automated conclusion of contracts through AI agents);
- The Provider is not responsible for the inviolability of the User's model weights and data by third parties on the Internet if the User has not implemented adequate encryption and access protocols.
- The Provider's responsibility for the availability of the DGX cluster is limited solely to the refund of part of the fee according to the SLA, without responsibility for lost model training time.
  - The provider is not responsible for damage caused by the suspension of the service due to violation of the ethical principles of using AI or misuse of resources (eg cryptocurrency mining);
  - The Provider is not liable to the User for any damage he may suffer as a result of the suspension of the Agreement in accordance with the provisions of these General Terms and Conditions.
  - The Provider is only liable for direct and actual damage caused intentionally, and is not responsible for the loss of profit that the User expected from the application of its AI model.
  - Provider is not responsible for force majeure, including global disruptions in the supply chain of specific GPU components;
  - The Provider is not responsible for interruptions caused by: Software problems in the User's AI frameworks (eg incompatibility of PyTorch/TensorFlow versions). Works on the electrical distribution network that exceed the capacities of the redundant power supply of the Data Center, considering the extreme consumption of the DGX system.
  - The provider reserves the right to view the telemetry of the leased units (current consumption, GPU temperature, VRAM utilization) in order to protect the infrastructure and optimize the operation of the entire DGX system.

## **VII USE OF AI PLATFORM**

## 1. Prohibited use

- a. **Legality and AI regulation:** The AI services provided by the Provider are allowed to be used exclusively for purposes that are in accordance with the law. The user undertakes to comply with all relevant regulations, including the Artificial Intelligence Act (AI Act) and personal data protection regulations. The use of AI resources to develop systems that violate public order, perform mass biometric surveillance, or manipulate human behavior in a harmful manner is strictly prohibited.
- b. **Ownership of infrastructure and licenses:** User acknowledges that NVIDIA DGX B200 systems, NVIDIA Blackwell GPU architecture, InfiniBand network equipment, as well as accompanying software packages (NVIDIA AI Enterprise, drivers and CUDA libraries) are exclusively owned by Provider (or its partners). The User acquires the exclusive right to lease computer capacity (GPU/VRAM) without the right to transfer the right of use to third parties or to enable third parties to train models on the Provider's resources without prior written consent.
- c. **Prohibition of dedicated activities:** Considering the extremely high market value and specificity of AI hardware, the User may not use resources for purposes prohibited by the internal security policies of the Provider and the NVIDIA ecosystem.
- d. **Users may not encourage, promote or participate in actions that degrade the system or threaten the integrity of the digital space. Prohibited behavior is particularly considered to include:**
  - AI-Generated Spam: Using Large Language Models (LLM) to automate the creation and mass distribution of personalized disinformation, phishing content or spam on any platform
  - Automated management of botnets: Using AI resources to control autonomous agents or bots that perform disruptive activities on the Internet.
  - Distributed AI attacks (AI-DDoS): Using the processing power of the DGX system to conduct or assist in attacks against other service providers, as well as any attempt to degrade the network capacity of the NVIDIA Unified Fabric network.
  - Reselling AI APIs without authorization: Offering "Model-as-a-Service" (MaaS), inference endpoints or reselling access to leased GPU resources to third parties without an express agreement with the Provider.
  - Violation of hardware integrity: Attempting to change the BIOS/Firmware settings of the DGX system, bypassing the protective layers of NVIDIA vGPU or attempting to gain unauthorized access to the control plane (Control Plane) of the Provider.
  - AI Deepfake and Identity Theft: Using resources to create highly realistic imitations of the identity (audio/video/photo) of third parties for the purpose of fraud, blackmail or misleading the public as to the user's identity.
  - Exploitation of resources for cryptographic attacks: Using Tensor cores for unauthorized encryption cracking or cryptocurrency mining, which is considered a direct abuse of the primary purpose of the system.
  - Any interference or inability to use the Internet for other people.
- e. **The use of the User's platform itself must not be illegal or contrary to domestic regulations. Without limiting the general application of this provision, the User may in particular not use its platforms to:**
  - Committing crimes against the security of computer data from Chapter 27 of the Criminal Code of the Republic of Serbia,
  - Unauthorized use, duplication or processing of third-party protected content (text, images, video, audio) for the purpose of training AI models without a proper license or legal basis. This includes the misuse of patent, trademark or trade secret rights through AI analytics.
  - Creation of models for real-time biometric identification in public places, social scoring systems by government authorities, or systems that use subliminal techniques to manipulate human behavior, Misuse or infringement of patent, copyright, trademark or other intellectual property rights of any third party,

- Displaying, generating or distributing AI content that offends human dignity, promotes violence, child exploitation, or has the character of unnatural and deeply disturbing material. It is especially forbidden to use the platform for spreading hatred and intolerance through synthetic media,
- Mass processing of biometric data or personal data in violation of the Personal Data Protection Act (ZZPL/GDPR), as well as the use of AI for unauthorized surveillance or profiling of individuals,
- Displaying content that violates personal rights, especially the right to privacy,
- Showing content that has the character of a threat and endangering physical integrity, sending disturbing or abusive statements or messages or requesting the performance of acts or services that are prohibited by law,
- Activities that use AI for illegal price signaling, market manipulation or any practices that undermine consumer protection and free competition
- Development and distribution of models whose primary purpose is to generate mass, personalized and unsolicited commercial communications (AI-powered SPAM),
- Export or re-export of sophisticated AI models that can be considered dual-use goods (especially those for advanced cryptography or simulation of military operations), contrary to domestic regulations and international arms control agreements.
- Any activities that, due to the unethical use of AI (eg biased models that discriminate on the basis of race or gender), may lead to the initiation of proceedings against the Provider, expose the Provider to legal liability or damage its business reputation within the NVIDIA partner network.

## 2. Suspension of the service due to violation of the rules of prohibited use

- The Provider is not obliged to review the data that it stores, transmits or makes available through the execution of the Agreement, as well as the appearance, purpose and functionality of the content managed by the User, that is, it is not obliged to examine the circumstances that would indicate illegal actions by the User.
- If it becomes known that the content, appearance, purpose and functionality of the User's content are illegal or contrary to the previously defined rules, the Provider is authorized to inform the User about this knowledge, demanding the cessation of illegal activity or the removal of illegal data. In addition, the Provider is authorized to suspend the service that is the subject of the Agreement if there are circumstances that indicate that the Provider may bear any kind of responsibility in this matter, that is, if the interests of other users or third parties are threatened.
- In accordance with the positive legal regulations, the Provider is authorized to inform the competent state authority if he reasonably suspects that the User is undertaking illegal activities by using his service, as well as that the User of his service has published illegal information.
- The provider is authorized to present, on the basis of the corresponding judicial or administrative act, all data on the basis of which the detection or prosecution of the perpetrators of criminal acts can be undertaken, or the protection of the rights of third parties.
- If the User within a reasonable period of time, which cannot be longer than 3 days from the delivery of the notification, does not remove the illegal action or illegal data, i.e. make the payment due to which the service was suspended, the Provider is authorized to unilaterally terminate the Agreement due to breach of contractual obligations, by sending a written notification to the User.
- The provider undertakes to keep the content that is the subject of suspended services for 30 days from the moment of suspension, and after the expiration of that period reserves the right to permanently delete the content on the leased AI resources and backup copies from its servers without prior warning.
- In case of suspension, its removal and re-establishment of the relationship provided for in the Agreement implies the obligation of the User to pay the fee defined by the valid Price List of the Provider.
- If the Provider suspends its service for the reasons provided for in these General Terms and Conditions, the User is not entitled to reduced fees for the period of suspension.

## VIII PRICE, PAYMENT, TAXATION AND SERVICE ACTIVATION

- a. Fees for ORION AI Factory services are determined by the purchase order in accordance with the valid Price List of these services, which contains various service packages. The service package selected by the User is integral part of MSA.
- b. Fee/Subscription is usually paid in advance (prepaid), unless otherwise specified in the MSA between the Provider and the User.
- c. The deadline for payment of invoices is 7 days from the date of receipt of the invoice (advanced invoice) via SWIFT/SEPA bank transfer to a specific bank account of Orion telekom doo in OTP banka a.d. Serbia. In case of delay, statutory default interest is calculated in accordance with the regulations of the Republic of Serbia.
- d. The provider is obliged to activate the service within 24 hours from the moment of receipt of the User's payment according to the advance invoice.
- e. All fees are exclusive of value added tax (VAT). VAT is calculated in accordance with the binding regulations of the RS, and for foreign users, the reverse charge mechanism is applied in accordance with the VAT Law.
- f. For users based in the European Union, the reverse charge mechanism is applied in accordance with Article 196 of Council Directive 2006/112/EC. The user is solely responsible for the calculation of VAT in his local jurisdiction. Users who are not located in the EU countries of the service are classified as "export of services" exempt from VAT according to Art. 12 of the Value Added Tax Act (VAT Act). As a rule, the billing period is defined by the Price List - predefined service packages, unless otherwise determined by the Agreement between the Provider and the User.
- h. The user will be issued a fiscal account/invoice in electronic form. Payment is made in the local currency of the Republic of Serbia - dinar (RSD), according to the payment instructions indicated on the invoice, with the mandatory reference to the number or invoice number, and all payment costs are borne by the User. For informative display of prices in other currencies, the middle exchange rate of the National Bank of Serbia is used. The amount for which the User's payment card will be charged will be expressed in the User's local currency through conversion into the same currency at the exchange rate used by card organizations, which cannot be known to Orion Telekom at the time of the transaction. As a result of this conversion, there is a possibility of a slight difference from the original price specified in the Price List - the selected package and the one that will be seen on the payment card account statement.
- j. The Customer shall be obliged to indemnify the Provider against any tax liabilities, penalties or interest arising from the Customer's failure to provide a valid VAT ID or failure to properly account for reverse VAT.
- k. The customer is responsible for the correct application of tax regulations, including the submission of a valid tax identification number and the application of the VAT reverse calculation mechanism, and bears all the consequences that may arise from failure to comply with these obligations, including possible tax obligations, fines and interest that may be charged to the service provider.
- l. In the case of a refund to a User who previously paid with one of the payment cards, in part or in full, and regardless of the reason for the refund, ORION TELEKOM is obliged to make the refund exclusively via VISA, EC/MC, Maestro and Dinacard payment methods, which means that the bank will refund the funds to the account of the payment card user at the seller's request.

## **IX INTELLECTUAL PROPERTY RIGHTS**

- a. The user retains all rights right, title, and interest in and to the Customer Data, Customer Models, and any intellectual property developed by the Customer using Orion AI Factory services.
- b. Orion telekom warrants that it will not access, read, use, or reproduce Customer Data to train, fine-tune, or improve its own AI models or any third-party foundation models. Customer Data is processed solely for the purpose of providing the Orion AI Factory services.
- e. The provider retains all rights to its AI platform - ORION AI Factory, API accesses, implementation scripts, and other associated documentation.

## X COMPLAINTS

- a. If the User believes that there are irregularities in the calculation, data on the account or believes that there are some other irregularities in connection with the use of services within the ORION AI Factory service, it is necessary to file a complaint.
- b. The user can file a complaint by sending it to the e-mail address: [ai-support@oriontelekom.rs](mailto:ai-support@oriontelekom.rs). ORION TELEKOM will not accept complaints that are unclear, incomplete and submitted out of time, as well as complaints that were not submitted by the User from the official (e-mail) address he used when registering his user account.
- c. The complaint must contain a precise description of the irregularities in the calculation or other reason for the complaint, must contain adequate evidence by which the user proves the existence of irregularities and must be sent directly by the User of the specific service in connection with which the complaint is filed.
- d. The deadline for responding to a complaint is 8 days from the day of its receipt, while the deadline for resolving a complaint is 30 days from the day of its receipt. If, for objective reasons, ORION TELEKOM is unable to comply with the User's request within the agreed deadline, it is obliged to inform the User of the extension of the deadline for resolving the complaint and specify the deadline by which it will be resolved, as well as to obtain his consent.
- e. In cases where the end user has the right to a refund of the funds he paid for using the ORION AI Factory service, to one of the payment cards - in part or in full, and regardless of the reason for the return, Orion Telekom is obliged to refund these funds exclusively through VISA, EC/MC and Maestro, Amex and Dina payment methods, which means that the bank will, at the request of ORION TELEKOM, refund to the account of the user of the said payment card.

## XI COMMUNICATION

- a. As a rule, the user's communication with the Provider will take place via e-mail, unless these General Terms and Conditions or applicable regulations provide otherwise. The Provider is authorized to contact the User by phone.
- b. The user is obliged to register new contact data via the e-mail address [ai-support@oriontelekom.rs](mailto:ai-support@oriontelekom.rs) and [ai-factory@oriontelekom.rs](mailto:ai-factory@oriontelekom.rs) in the event of a change in his contact data, otherwise it will be considered that all notifications sent to him via the registered contact data have been properly delivered.

## XII CONFIDENTIALITY

- a. All data obtained by any of the Parties during the implementation of the AI services in question, including data on the MSA itself, represent the strictest business secret, and the Party that has violated this provision shall bear any type of criminal and material responsibility in case of disclosure of the trade secret to any third party (business entity or natural person).
- b. The Provider and the User agree:
  - that any information obtained during the provision of AI services in the performance of their obligations in connection with these General Terms and Conditions and the MSA is confidential information that must not be disclosed to any third party without the prior written consent of the other Party;
  - Parties shall not use any confidential information of the other Party for any purpose other than for consultation with that Party.
- c. Regardless of the foregoing, the Provider and the User agree that the obligations defined in paragraphs 1 and 2 of this article shall not apply to any part of confidential information that: was public at the time of disclosure; or become public after disclosure otherwise than in violation of the provisions of this Agreement; or were on some legal basis in the possession of the other Contracting Party at the time when they were disclosed by it; or were lawfully disclosed by a third party that has no obligation of confidentiality

regarding them; or are disclosed on the basis of laws, regulations or in the course of judicial or administrative proceedings.

- d. The Provider and the User undertake to keep the accompanying technical and other documentation as a business secret for the entire duration of this contract and for 2 (two) years after the termination of the MSA.

### **XIII DATA PROTECTION**

- a. The Provider and the User agree that the Provider, in relation to the contractual relationship arising from the concluded MSA in connection with these General Terms and Conditions, does not represent the handler, processor or user of personal data in respect of which processing is possibly carried out on the User's Platform;
- b. The user undertakes to undertake all actions in the case of personal data processing in connection with the execution of the MSA in order to bring his business into line with the law and other positive legal regulations in the field of personal data protection.
- c. ORION TELEKOM undertakes to protect the privacy of all Users. Only data necessary for business operations and providing quality services to users of the ORION AI Factory service will be collected, and these data will be processed in a legal and transparent manner. The collected data, which would eventually include personal data such as name, surname, email address, phone number and address, as well as technical data such as IP addresses and cookies, which enable the optimal functioning of the site, will be used exclusively for processing orders, providing services, sending promotions and marketing notifications, as well as for analysis and improving the user experience. All information about the Users are strictly stored and available only to employees who need this information to perform their work. User's data is processed on the basis of their consent, in order to fulfill legal obligations or on the basis of the Provider's legitimate interests. The user has the right at any time to withdraw his consent to marketing activities, including the sending of promotional notifications, as well as to opt out of the mailing list or to refuse participation in marketing campaigns. User's have the right to access their data, request correction, deletion or transfer of data, as well as to limit data processing. All employees of ORION TELEKOM are responsible for respecting the principles of privacy protection.

### **XIV ASSIGNMENT OF AGREEMENT**

- a. The purpose of the services is for Users own purposes and its further resale is not allowed. The assignment of the MSA concluded in accordance with these General Terms and Conditions, i.e. the transfer of rights and obligations from it, can only be carried out with the consent of the Provider.

### **XV FINAL PROVISIONS**

- a. The Provider reserves the right to, in accordance with its business policy or changes in positive legal regulations, make changes to these General Terms and Conditions as well as to change the offer of AI services, about which it will inform the Users in the usual way and in a timely manner;
- b. To all issues that are not expressly regulated by these General Terms and Conditions, the provisions of the valid regulations that regulate the matter that is the subject of them shall be applied;
- c. This general terms of use come into force on the day of publication on the Provider's website, on \_\_\_\_\_.