I. GENERAL

1. Subject
These Terms and Conditions (T&C) define the freight payers' (the Users) access to data concerning consignment specifications attached to invoices.

Users can access, over the internet, two types of specifications:

- specification in electronic format (a digital version of the specification in paper format);
- e-specification (defined in "Priročnik za uporabo – centralni obračun in fakturiranje vagonskih pošiljek", or "User manual – Centralized charging and invoicing of wagon-load consignments" in English).

2. Obligations of SŽ – TP and the User
SŽ – TP provides access to the consignments data as specified below.

SŽ – TP's specifications database consists of data from the Users' consignment notes. To ensure data accuracy, the Users have to follow the relevant manual when completing the consignment note.
II. AVAILABILITY

3. Data type and structure
SŽ – TP provides access to specifications data with respect to consignments included in centralized charging. A list of items making up the data is defined in User manual – Centralized charging and invoicing of wagon-load consignments.

4. Data availability
The data can normally be accessed ten days after the end of the relevant accounting period.

- First accounting period (Day 1 to 10) – on the 20th day of the current month;
- Second accounting period (Day 11 to 20) – on the 30th day of the current month;
- Third accounting period (Day 21 to 30) – on the 10th day of the following month.

The data is stored and accessible for up to three months.

5. Rights of access to data
Access to the specifications data for centralized charging is limited to users who are the freight payers for the consignment concerned. Users other than the freight payer (such as the consignor, consignee, or contractual partner) may not access the specifications data.
III. **ACCESS AND LIABILITY**

6. **Manner of access**

The User can access the data over the Internet. The data is available on SŽ website [www.slo-zeleznice.si](http://www.slo-zeleznice.si) under the section »Freight Transport«, subsection »E-TP«.

7. **System availability**

Data access applications are available 24/7, except during downtime for hardware or software maintenance.

Access to the applications requires the relevant SŽ register code and a username and password ("access information") assigned to the User by SŽ – TP. The username and password will be sent by postal mail to the designated contact person.

The User shall keep the access information confidential, and shall limit its use exclusively to the relevant authorized person. The User shall be liable for any damage associated with the use of access information by third parties.

If the User believes that the access information has been compromised, it shall notify SŽ without delay to receive a new password. The User shall bear all costs arising from unauthorized use of access information.

8. **Limitation of liability concerning data**

While SŽ – TP assumes, in good faith, that the data provided is quality, accurate and up to date, SŽ – TP shall nonetheless not be held liable for any direct or indirect damage associated with the use of data or with data errors and inaccuracies.

9. **Limitation of liability concerning communication network**

The User shall use modems and other hardware and the public communications network in line with the relevant regulations, authorizations and permits. SŽ – TP is responsible strictly for its own equipment, and shall not be liable for any irregularities or non-compliances resulting from failure of the User's equipment or from actions by the User.

10. **Limitation of liability concerning technical difficulties**
SŽ – TP shall not be liable for any direct or indirect damage or any inconvenience associated with technical difficulties or service downtimes.

11. **Data protection**
SŽ – TP shall keep confidential all data concerning the User and any associated business information, and shall not disclose them to third persons.

12. **Limited use**
The User shall use the data strictly for its own purposes and shall not disclose it to third parties without SŽ – TP's consent.

13. **Termination**
Any breach of these Terms and Conditions by the User shall result in withdrawal of all data access permissions.