
TRANSLATION

Pursuant to Article 19, Paragraph 4, Section 1 of the Decision on the Establishment of the Agency of the Republic of Slovenia for Public Legal Records and Related Services (Official Gazette of the Republic of Slovenia Nos. 53/02, 87/02 and 16/07), I hereby issue the

Terms of Use of eLEI Services

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History of changes:

Version	Date	Description of changes	Author
1.0	25.4.2018	These Terms of Use enter into force on 3.5.2018.	AJPES

**Article 1
(general provisions)**

These Terms of Use (hereinafter referred as "ToU") lay out the rules for procedures for acquiring, extending maintenance, transferring maintenance and other services performed by AJPES as LOU via the eLEI application.

**Article 2
(definitions)**

Unless expressly provided otherwise herein, the terms used in ToU shall mean the following:

1. "AJPES" is the Agency of the Republic of Slovenia for Public Legal Records and Related Services;
2. "LEI" or "Legal Entity Identifier" is a unique twenty-character identifier of legal entities assigned, at the latter's request, by GLEIF and LOU;
3. "GLEIF" or "Global LEI Foundation" is a non-profit organisation providing the technical infrastructure for the aggregation and publication of information issued by LOUs;
4. "GLEIS" or "Global Legal Entity Identifier System" is a system consisting of the Legal Entity Identifier Regulatory Oversight Committee, GLEIF and LOUs;
5. "LOU" or "Local Operation Unit" is a local operation unit accredited by GLEIF to assign LEIs to legal entities;
6. "Legal Entity" is a legal person that files an application in a LEI procedure;
7. "LE-RD Data" or "LEI Reference Data" is the data managed in a centralised database ("the Global LEI Repository") by GLEIF on a particular Legal Entity;
8. "LEI Procedures" are the LEI acquisition procedure, the LE-RD Data change procedure, the extension of LEI maintenance procedure, the procedure for transferring the maintenance of LEI maintained by another LOU to AJPES and the procedure for transferring the maintenance of LEI maintained by AJPES to another LOU;
9. "eLEI Application" is the AJPES application for carrying out LEI procedures and administration on the AJPES online portal;
10. "LEI Price list" sets out the prices of LEI services charged by AJPES for the use of LEI services.

**Article 3
(functioning of the eLEI Application)**

AJPES shall provide LEI Procedures via the eLEI Application seven days a week; support is provided during AJPES Branch Offices' working hours.

AJPES shall not be liable for any damage, loss or expenses incurred by a Legal Entity as a result of not being able to use the eLEI Application.

The Legal Entity is liable for the data content entered in the eLEI Application and, by accepting these ToU, undertakes not to enter any illegal, offensive or potentially misleading content in the eLEI Application or content that could contain viruses or otherwise be damaging to the eLEI Application or AJPES.

In accordance with these ToU, the Legal Entity may, upon prior registration with a user name and password, use the eLEI Application to file a LEI acquisition application, an extension of LEI

maintenance application or an application for transferring the maintenance of LEI from another LOU to AJPES in the manner prescribed with these ToU.

The eLEI Application ensures an audit trail of the activities of data changes for a particular Legal Entity.

Article 4 (general provisions on LEI Procedures)

AJPES carries out the LEI Procedures in accordance with GLEIF requirements. GLEIF reserves the right to require the Legal Entity that has acquired an LEI or the LOU maintaining the Legal Entity's LEI to transfer the maintenance of LEI to another LOU.

The Legal Entity may have only one LEI.

Slovenian or English language shall be used in LEI Procedures. The translation of documents into Slovenian or English language shall be provided by the Legal Entity.

LEI Procedures are carried out solely in electronic form.

The Legal Entity files an electronic application in LEI Procedures in the eLEI Application through its statutory representative upon prior registration of its user name and password obtained in accordance with the General Terms of Use of the AJPES Online Portal. AJPES may require the statutory representative to provide proof of identity.

Electronic application may also be filed through an authorised representative that must enclose a written authorisation from the statutory representative. If the application does not include an authorisation or the latter is inappropriate, AJPES shall call upon the Legal Entity to provide an appropriate authorisation. AJPES may require the authorised representative to provide proof of authenticity of the written authorisation.

If the Legal Entity fails to provide any of the required documents (proof) upon being called upon to do so, AJPES may reject the application.

The date of submission of an application in LEI Procedures shall be considered to be the day when the submission of the application is recorded in the LEI Application.

Article 5 (payment for services)

In exchange for performing services in LEI Procedures, AJPES is entitled to payment based on the LEI Price list approved by the Director of AJPES and published on the AJPES online portal. AJPES reserves the right to change the LEI Price list unilaterally.

The obligation of payment for the services, referred to in previous Paragraph, arises upon the filing of the application.

The Legal Entity shall pay for a particular service through a payment service provider by transferring the amount to the account and using the reference provided by AJPES via the online portal within 8 days from the date of submission of the application. If AJPES does not receive payment by the indicated deadline, the application in the LEI Procedure shall be considered to have been withdrawn.

**Article 6
(contract)**

As of the date of submission of the application in the LEI acquisition procedure or the procedure for transferring the maintenance of LEI to AJPES, AJPES and the Legal Entity shall be considered to have entered into a contract consisting of the Legal Entity's application, the valid ToU currently in force and the current LEI Price list.

The contract is concluded for an indefinite period of time.

The contract shall be terminated for failure of condition if the Legal Entity

- transfers LEI to a different local operating unit or to GLEIF,
- abandons its status as Legal Entity with an LEI,
- is deprived of the LEI due to non-compliance with requirements in the course of re-validation.

The contract shall be terminated with immediate effect

- in the event of material or repeated violations of the contract that cannot be remedied or that the Legal Entity, despite being called upon to do so, failed to remedy by the prescribed deadline,
- in the event that the Master Agreement of the LOU with GLEIF is terminated, without any liability of the LOU for any damages caused by such termination.

The contract also ceases to be valid if:

- for reasons on its part, the Legal Entity cannot be assigned a LEI,
- any of the contracting parties ceases to exist,
- it is so decreed by the court or another official body.

AJPES shall notify the Legal Entity of the termination of the contract by sending an e-mail to the address indicated in the last application.

**Article 7
(acquisition of LEI)**

The Legal Entity files a LEI acquisition application in the manner prescribed in Article 4. By submitting the application, the Legal Entity confirms that it does not yet have an LEI and that it has not yet submitted an LEI acquisition application with AJPES or another LOU.

After receiving the application and payment for the service, AJPES shall verify that the application contains all the required information and that the information provided is consistent with the information entered in official records. If AJPES finds the information to be incomplete or inaccurate, it shall call upon the Legal Entity to supplement or amend the missing or inaccurate information. If the Legal Entity fails to do so by the set deadline, AJPES shall reject the LEI acquisition application.

If AJPES finds that the Legal Entity already has an LEI or that it has already filed an LEI acquisition application with AJPES or another LOU, it shall reject the LEI acquisition application.

AJPES shall reach a decision on the LEI acquisition application within ten working days after receiving payment.

AJPES may not reuse an LEI or assign it to another Legal Entity, when the maintenance of LEI referred to in Article 9 of these ToU, expires.

**Article 8
(changes to LE-RD Data)**

The Legal Entity is liable for the accuracy, completeness and truthfulness of LE-RD Data. Its accuracy must be checked and verified at least once a year. The Legal Entity must informe AJPES of any change within 8 days from its occurrence.

The Legal Entity files a data change application in the manner prescribed in Article 4.

If AJPES discovers, either on its own or based on a notification from a third party, that the LE-RD Data does not match the data managed on the Legal Entity in official records, it shall notify the Legal Entity thereof by sending an e-mail to the address indicated in the last application and call upon the Legal Entity to file a data change application referred to in the previous Article.

If required by mandatory law or internal procedures, AJPES can change LE-RD Data ex officio.

Failure to communicate changes to LE-RD Data constitutes a material violation of the contract referred to in Article 6.

**Article 9
(extension of LEI maintenance)**

The LEI is valid for one year from the acquisition or from the last extension of maintenance. AJPES shall notify the Legal Entity of the expiration of LEI maintenance at least 15 days before the expiration by sending an e-mail to the address indicated in the last application.

The Legal Entity files an extension of LEI maintenance application in the manner prescribed in Article 4.

The extension of LEI maintenance requires the payment of service costs based on the LEI price list referred to in Article 5.

Failure to extend LEI maintenance constitutes a material violation of the contract referred to in Article 6.

**Article 10
(transfer of LEI maintenance)**

A Legal Entity with an LEI maintained by another LOU can transfer LEI maintenance to AJPES. The Legal Entity files a transfer of LEI maintenance application in the manner prescribed in Article 4. Upon the Legal Entity's request, the transfer of LEI maintenance may also be performed by AJPES on the Legal Entity's behalf.

A Legal Entity with a LEI maintained by AJPES can transfer LEI maintenance to another LOU. The transfer of LEI may also be performed free of charge by another LOU on the Legal Entity's behalf.

**Article 11
(validity and interpretation of the ToU)**

AJPES and the Legal Entity shall be deemed to have agreed on the application of these ToU if the Legal Entity has stated in its application that it accepts these ToU.

Article 12
(public availability of data and personal data protection)

The data on LEI and the Legal Entity that acquired it are freely and publicly available on GLEIS' website (<https://www.gleif.org/en/lei/search/>) the day after the acquisition of LEI or the change to LE-RD Data.

LEI and the LE-RD Data are not subject to the protection of intellectual property rights. By submitting an application via the eLEI Application for the purpose of transferring to GLEIF and GLEIS, the Legal Entity, notwithstanding the previous sentence and any current and future regulations concerning the protection of intellectual property rights, transfers free of charge, without any territorial restrictions and for an unlimited period of time, these or any other protected rights it has on any LE-RD Data, except for the rights concerning the protection of its name, to AJPES, GLEIF and GLEIS.

Anyone that discovers that the LE-RD Data does not match the data managed on the Legal Entity in official records may notify AJPES thereof, and the Legal Entity may also challenge the accuracy of its published LE-RD Data directly with GLEIF.

The personal data is gathered and processed for the purpose of carrying out LEI Procedures in accordance with these ToU and is not shared with third parties without the permission of the person to which the personal data pertains, except with the competent state authorities in accordance with their powers. AJPES shall ensure the organisational and technical measures for the protection of personal data in accordance with the provisions of the act regulating the protection of personal data.

Article 13
(application of the law and resolution of disputes)

The legal relations pertaining to these ToU shall be governed by the national law of the Republic of Slovenia.

Any disputes arising from violations of these ToU shall be resolved amicably by AJPES. Where this is not possible, the resolution of disputes shall fall within the subject matter jurisdiction of the court in Ljubljana.

Article 14
(final provisions)

These ToU shall apply together with the General Terms of Use of the AJPES Online Portal published on the AJPES online portal as amended from time to time.

AJPES shall publish these ToU on the AJPES online portal.

AJPES may make changes to these ToU in accordance with GLEIF policy and the legislation in force. AJPES shall notify the Legal Entity of any change to the ToU or the implementation of new ToU before they enter into force by publishing them on the AJPES online portal.

These Terms of use enter into force on May 3rd 2018.