

General Terms and Conditions of Use of Fina's e-Invoice Internet Service

1.0. Introduction and Definition of Terms

1.1. These General Terms and Conditions of Use of Fina's e-Invoice Internet Service (hereinafter: General Terms and Conditions) lay down the content and the conditions governing the use of Fina's e-Invoice Internet Service (hereinafter: the Service) and the rights and obligations of Business Entities and Service Users.

1.2. "Service" refers to a service provided by Fina that enables the Business Entities, i.e. the Users acting for and on behalf of the Business Entities, to issue and/or receive invoices, approvals and dunning notices in electronic form over the Internet, as well as to archive and directly associate the aforesaid documents with the relevant payment orders, with guaranteed service user authentication and protection of the contents of the orders/approvals/dunning notices.

1.3. "Business Entity" is a legal or natural person who performs a registered activity in accordance with regulations and who has subscribed to the Service.

1.4. "Business Unit" is an organisational unit or another separate part of the Business Entity registered for the Service by the Business Entity in order to take part in the Service separately.

1.5. "Public e-Invoice Registry" refers to a publicly available list of Business Entities and Business Units registered for the Service that encompasses a variety of public information thereon.

1.6. "User" is an employee of the Business Entity, named in the Service Application Form by the Business Entity or by the natural person authorized by the Business Entity to use the Service for and on behalf of the Business Entity, who holds the relevant valid digital certificate of Fina integrated in the Fina e-card/USB token or the co-branding card/USB token of the bank that has a business collaboration contract with Fina pertaining to the use of the Service or the applications with a valid application certificate (a list of business banks is available at www.fina.hr/e-racun, and information about the procedure and the conditions of access to the Service using a co-branding card/USB token of the banks can be found at the Business Units of the banks listed therein.)

1.7. "User Rights" refers to the following functionalities of the Service: entry, signature, viewing and acceptance of invoices, approvals and dunning notices; preparation of payment orders; access to all Business Units, and rights on behalf of another Business Entity.

1.8. "Entry" refers to a functionality of the Service which enables the User, as the invoice/approval/dunning notice sender, to prepare, enter, archive and search the invoices/approvals/dunning notices that have been entered into the Service by the User.

1.9. "Signature" refers to a functionality of the Service which enables the User, as the invoice/approval/dunning notice sender, to sign, send and search the invoices/approvals/dunning notices that have been entered into the Service by the User.

1.10. "Viewing and acceptance" refers to a functionality of the Service which enables the User, as the invoice/approval/dunning notice recipient, to receive and search received invoices/approvals/dunning notices, and accept or reject invoices/approvals.

1.11. "Preparation of payment orders" refers to a functionality of the Service which enables the User, as the invoice recipient, to prepare and send payment orders to the internet banking system, send notifications on payment and partial payment pursuant to the invoices, and search the invoices. The User will be able to send the orders to the internet banking system only if registered with a bank that has a business collaboration contract with Fina pertaining to the use of the Service.

1.12. "Access to all Business Units" refers to a functionality of the Service that automatically assigns to the User one or more rights specified in Items 1.8., 1.9.; 1.10. and 1.11. of the General Terms and Conditions for all Business Units of the Business Entity that have previously been registered for the Service.

1.13. "Rights on behalf of another Business Entity" refers to a functionality of the Service that assigns to the User one or more rights specified in Items 1.8., 1.9., 1.10., 1.11. and 1.12. of the General Terms and Conditions for and on behalf of another Business Entity pursuant to a power of attorney.

1.14. User rights shall be specified in the Application Form, or granted to the User under a power of attorney.

1.15. Overall service features are described in more detail in the User Guide attached to the General Terms and Conditions, and published at www.fina.hr/e-racun.

2.0. Technical Requirements for the Use of the Service:

2.1. To use the Service, the User shall be required to meet the following technical requirements:

- Personal computer,
- Internet access,
- 1024 MB of RAM (at least),
- 500 MB of available hard-drive space (as a minimum),
- Operating System: Windows 7, XP
- Microsoft Internet Explorer (8.0 or later),
- Adobe Reader (10.1.3 or later),
- A Fina e-card/USB token, or a business bank co-branding card /USB token with integrated Fina's digital certificates as required (exchange of invoices/approvals/dunning notices on the user portal),
- Smart Card Reader for Fina e-cards or co-branding cards (exchange of invoices/approvals/dunning notices on the user portal),
- Smart card or USB token software, e.g. Active Card Gold, Active Client... (exchange of invoices/approvals/dunning notices on the user portal),
- Application signing certificate (exchange of invoices/approvals/dunning notices via a web service),
- Secure server certificate (SSL) for secure connections (exchange of invoices/approvals/dunning notices via a web service),
- A web service facilitating the exchange of invoices/approvals/dunning notices.

3.0. Subscription Procedure

3.1. An subscriber agreement for the use of the Service may be concluded by any Business Entity that:

- Applies for subscription to the Service by submitting to Fina a duly completed and duly signed and stamped Application Form that these General Terms and Conditions are attached to,
- Accepts the General Terms and Conditions which shall be deemed to have been accepted after the User submits a duly completed and duly signed and stamped Application Form to Fina,
- Meets the technical requirements for the use of the Service.

3.2. A User who already holds a FINA e-card/USB token with integrated Fina's digital certificates for access to Fina e-Services can subscribe to the Service by completing and submitting the Application

Form at the nearest branch office of FINA, and Fina will add an authorization, i.e. the right to use the Service to the existing card/USB token.

3.3. A Business Entity who has used the digital certificates on the Fina e-card/USB token or bank co-branding card /USB token only for the services provided within the scope of public services, i.e. for electronic signature purposes, can establish a contractual relationship relating to the use of the card/USB token for the term of 24 months by signing the e-Invoice Internet Service Application Form and accepting these General Terms and Conditions. The contractual relationship shall be deemed to have been established on the day of signature of the Application Form and acceptance of these General Terms and Conditions.

3.4. A subscription agreement for the use of the Service shall be considered to have been entered into by the Business Entity and the User shall acquire the rights in relation to the Service as specified in the Application Form upon approval of a duly completed and duly signed and stamped Application Form by Fina. By signing the Application Form, the signatory certifies that the information provided in the Application Form is correct. The applicant shall allow Fina to verify all information provided in the Application Form.

3.5. These General Terms and Conditions constitute an integral part of the Application Form with the binding character of a contractual agreement. Any and all application forms for the registration of Business Units of the Business Entity shall constitute a part of the contractual agreement as well.

3.6. In order for the User to be granted rights on behalf of one or more Business Entities, the Application Form has to be accompanied by a power of attorney for the Business Entity(s) for whom and on whose behalf the User will use the Service. The power of attorney shall be signed by the person authorized to represent the grantor. The power of attorney shall be accompanied by a copy of the identity card of the authorized representative.

3.7. The Business Entity, or the User, authorizes Fina to publish any publicly available information in the Public e-Invoice Registry for the purposes of the Service.

4.0. Payment

4.1. The User shall be required to pay Fina a fee for the use of the Service in the amount and in the manner specified in the Pricelist of FINA and other acts regulating the terms and the manner of payment at Fina. The fees have been published at www.fina.hr and in Fina's business units.

Any subsequent modifications and/or amendments will be made available in the above manner.

5.0. Liability relating to the Use of the Service

5.1. The Business Entity and the User undertake to use the Service in accordance with the technological settings thereof as specified in the General Terms and Conditions, and the User Guide.

5.2. The Business Entity and the User shall be liable for the accuracy of the information entered using the Service.

5.3. The Business Entity and the User shall be liable for any damages incurred by Fina, other business entities or users (e.g. loss, unauthorized use, misuse of the Fina e-card/USB token or the co-branding card/USB token, user noncompliance with General Terms and Conditions and User Guide, and similar).

5.4. Fina, the Business Entity and the User undertake to keep confidential any and all information in the invoices/approvals/dunning notices sent and received via the Service as a trade secret.

5.5. Fina makes no warranties to the Business Entity or to the User in relation to the validity of invoices/approvals from the Service in terms of tax law, and the person using the invoices/approvals from the Service shall assume all tax-related responsibility and liability for any such use.

5.6. Fina warrants to the Business Entity, or to the User, that the information in the invoices/approvals/dunning notices from the Service that have been issued or received by the Business Entity or the User shall only be used for the purposes of the Service and protected as a trade secret, and undertakes to assume liability for damages otherwise.

5.7. The Business Entity, or the User, as the issuer of the invoices from the Service, hereby expressly states that FINA is authorized to submit to the business bank the invoices issued by the Business Entity, or the User, without any change to the content thereof, for the purposes of the Service. The Business Entity, or the User, as the issuer of the invoices from the Service, hereby expressly states that Fina shall bear no liability for the actions of the business bank in relation to the invoice and/or information furnished on the invoice.

6.0. Exclusion of Liability

6.1. Fina shall bear no liability whatsoever in the event of inability to use the Service resulting from inappropriate actions by the User.

6.2. Fina shall not be liable for any inaccessibility of the Service arising as a result of technical issues caused by force majeure.

7.0. Cancellation and Termination

7.1. The Service may be cancelled by Fina and by the Business Entity. The Business Unit can cancel the Service by submitting a signed cancellation request at any branch office of Fina, and Fina shall be entitled to cancel the Service by sending a written notice by mail or by electronic mail to the e-mail address furnished by the User, or to the e-mail address published on the website of the User or to the e-mail address of the agent of the User. The Service shall be deemed to have been cancelled upon submission of a signed request by the Business Entity, i.e. upon receipt of Fina's written notification or receipt of Fina's e-mail message on the incoming mail server of the Business Entity.

7.2. The service shall be considered to have been cancelled in its entirety upon cancellation thereof by the Business Entity or by Fina.

7.3. The Business Entity shall be entitled to cancel the Service only for one or more Business Units that the Business Entity has registered for the Service by submitting a duly signed and stamped cancellation request form at any branch office of Fina.

7.4. The Business Entity shall be entitled to revoke any user's rights relating to the Service by submitting a duly signed and stamped request at any branch office of Fina.

7.5. If the use of the Fina e-card/USB token should be cancelled or the certificates revoked by the User within the first 24 months, meaning that the preconditions for using the Fina e-card/USB token and the Service have ceased, the User shall pay Fina an exit fee for the Fina e-card/USB token. The exit fee to be paid shall be fixed, and the amount of the fee shall depend on the number of months that have transpired from the day when the subscriber agreement for the use of the services was concluded.

7.6. If the Business Entity, or the User, fails to comply with the General Terms and Conditions or fails to pay the service or digital certificate fee as it becomes due, Fina reserves the right to exclude the Business Entity from the Service without prior notice, with the effect of termination of the contract with immediate effect to the detriment of the Business Entity. Upon subsequent payment, Fina may reactivate the provision of the Service to the User.

8.0. Acceptance of General Terms and Conditions

8.1. FINA reserves the right to modify and amend the General Terms and Conditions at a later date and shall be required to notify the user thereof.



8.2. The Business Entity shall be deemed to have accepted the modifications and amendments to the General Terms and Conditions if it does not notify FINA in writing, within 8 days of notification thereof, that the modifications and/or amendments to the General Terms and Conditions have not been accepted by the Business Entity.

8.3. If the Business Entity notifies Fina that it has not accepted the modification and/or amendments to Fina's General Terms and Conditions, the Service shall be deemed cancelled by the Business Entity. The Business Entity shall be required to give notification as specified in Item 7.1. of the General Terms and Conditions.

9.0. Dispute Resolution

9.1. The parties shall use their best efforts to resolve any disputes between them amicably; failing this, they shall submit to the jurisdiction of a competent court in Zagreb.

10.0. Final Provisions

10.1. These General Terms and Conditions will be published on Fina's website.

10.2 In the event of changes to the relevant legal framework affecting the business operations of Fina, as well as changes on the market, Fina shall be entitled to modify and amend these General Terms and Conditions as appropriate, and to introduce changes in the provision of services to the Service User.

10.3. These General Terms and Conditions shall come into force and effect on the day of their publication.